

# Utah Virtual Academy Governing Board of Directors Board Meeting



**Date:** Wednesday, January 11, 2023

**Time:** 6:30 PM

**Location:** 310 E. 4500 S., Suite 620; Murray, UT 84107

**Zoom:** <https://zoom.us/j/376536884>

Mobile: +1 929 436 2866

Meeting ID: 376 536 884

*Utah Virtual Academy students will attain superior academic achievement through parent involvement, innovative teaching and school accountability within a virtual environment that embraces individual learning styles.*

## AGENDA

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### CALL TO ORDER

### SPOTLIGHTS

### PUBLIC COMMENT (Comments limited to three minutes)

### AUDIT REPORT

### BUSINESS ITEMS (Discussion and Voting)

- Contracted Services Update and RFP Issuance
- Finance Report
  - SAM.gov Update
  - Acceptance of State Revenue
  - Bank Reconciliations and Payment and Deposit Registers
  - Invoice Approval for Purchases over \$7,500
  - K12 / Stride Payment
  - Academica West Payment
- Director Report
  - Enrollment and Retention
  - Academic Achievement
  - School LAND Trust Update
- Academica West Report

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should contact Meghan Merideth at (801) 262-4922. Requests should be made as early as possible to allow time to arrange the accommodation. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

- Board Business
  - Fee Waiver Policy Renewal
  - Home Visit Policy
  - Investment Policy
  - December 14, 2022 Board Meeting Minutes

### **CALENDAR ITEMS**

- Board Meeting February 8, 2023 at 6:30 PM

### **TRAINING**

- School LAND Trust

### **CLOSED SESSION**

- Closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(l)(a).

### **ADJOURN**

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should contact Meghan Merideth at (801) 262-4922. Requests should be made as early as possible to allow time to arrange the accommodation. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

# Christi Hancock, 1st Grade Teacher



- 18% less well below grade level at MOY
- 4% less below grade level at MOY
- 22% more above grade level at MOY
- High quality instruction throughout all tiers
- Extreme ownership of all students and their growth
- Expects engagement and participation from all students
- Creates a safe environment for students to take risks and ask questions



# Clara Mitchell, 1st Grade

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Clara has been an amazing student. She works hard in live classes and does all her work after class. She shows a perfect example how hard work can pay off! Clara was below grade level through Kindergarten and the first part of first grade. But after working really hard in class, in her intervention classes and with her amazing learning coaches, she is above reading level. She went from reading 2 words to 26 words per minute which is well above typical growth! She went from reading 0 high frequency words to 31 high frequency words in one minute. I love having her in my class and watching her participate and grow. She is a good example to the other students and her siblings who sometimes get to join us. Thanks Clara and family!



November 29, 2022

To the Board of Directors  
Utah Virtual Academy  
Murray, Utah

We have audited the financial statements of Utah Virtual Academy as of and for the year ended June 30, 2022, and have issued our report thereon dated November 29, 2022. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and Government Auditing Standards**

As communicated in our letter dated May 3, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of Utah Virtual Academy solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 30, 2022.

**Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

## **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

## **Significant Risks Identified**

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." We have identified the following as significant risks:

- Management Override of Controls - Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we will consider this possibility as part of our audit procedures by performing appropriate audit procedures, including but not limited to journal entry testing and testing of large or unusual transactions.
- Improper revenue recognition related to nonexchange transactions - Professional standards require auditors to address the risk of revenue recognition as part of their procedures. Accordingly, we will consider revenue recognition as part of our audit.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Utah Virtual Academy is included in Note 1 to the financial statements. As described in Note 1, the School changed accounting policies related to accounting for leases to adopt the provisions of GASB Statement No. 87, *Leases*. There was no effect on the beginning balance of net position or fund balance. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such estimates were identified.

### *Financial Statement Disclosures*

There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgment.

**Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

**Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole:

Prior year understatement of accrued liabilities and associated expenses reversing in fiscal 2022:

Overstatement of fiscal 2022 expenses	\$50,916
Overstatement of beginning net position and fund balance	\$50,916

The effect of these uncorrected misstatements, including the effect of the reversal of prior year uncorrected misstatements as of and for the year ended June 30, 2022, is an understatement of change in net position and fund balance of \$50,916.

**Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Utah Virtual Academy financial statements or the auditor’s report. No such disagreements arose during the course of the audit.

**Circumstances that Affect the Form and Content of the Auditor’s Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor’s report. We did not identify any circumstances that affect the form and content of the auditor’s report.

**Representations Requested from Management**

We have requested certain written representations from management which are included in the management representation letter dated November 30, 2022.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with Utah Virtual Academy, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Utah Virtual Academy's auditors.

This report is intended solely for the information and use of the Board of Directors and management of Utah Virtual Academy and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Ogden, Utah





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June 30, 2022

# Utah Virtual Academy

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## Independent Auditor's Report

The Board of Directors  
Utah Virtual Academy  
Murray, Utah

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the financial statements of the governmental activities and the major fund of Utah Virtual Academy (the School) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the School, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and 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.

In preparing the financial statements, management is required to evaluate 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 twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives 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 opinions. 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 and *Government Auditing Standards* will always detect a material misstatement when it exists. 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. Misstatements 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.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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 School's internal control. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, 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.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of revenue, expenditures, and changes in fund balance – budget and actual – general fund and notes to the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2022, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Ogden, Utah  
November 29, 2022

The discussion and analysis of the Utah Virtual Academy's (the School) financial performance provides an overall review of financial activities for the fiscal year.

## **FINANCIAL HIGHLIGHTS**

During fiscal year 2021, the School was granted a temporary waiver of its enrollment cap to meet the increased demand for online education brought on by the COVID-19 pandemic. This waiver was for only one year, and during the fiscal year 2022 enrollment decreased back to pre-pandemic levels.

For the fiscal year 2022, the School saw an increase of approximately 6% in both the Weighted Pupil Unit (WPU) and Local Replacement Funding (LRF). The Director and Board of Directors (Board) continue to monitor its budget and spending monthly, as well as the School's enrollment, to ensure economic stability.

## **OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis serve as an introduction to the School's basic financial statements. These financial statements include three primary components:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

The basic financial statements consist of two kinds of statements that present different views of the School's financial activities.

### **Government-Wide Financial Statements (GWFS)**

The GWFS (i.e., Statement of Net Position and Statement of Activities) provide readers with a broad overview of the School's finances. The government-wide statements report information about the School as a whole using accounting methods similar to those used by private-sector companies.

*The Statement of Net Position* provides information on all of the assets and liabilities of the School, with the difference between the two providing the net position. Increases or decreases in the net position may indicate whether the financial position of the School is improving or deteriorating, respectively.

*The Statement of Activities* reflects changes in net position during the fiscal year. Changes in net position are reported using the accrual basis of accounting, similar to that used by private-sector companies. Accrual basis accounting takes into account all current year related revenue and expenditures, regardless of when cash is received or paid.

The GWFS presents an aggregate view of the School's finances and contains useful long-term information as well as information for the just-completed fiscal year.

To assess the overall financial condition of the School, additional non-financial factors, such as changes in the condition of school buildings and other facilities, should be considered.

In the GWFS, the School's activities are all classified as governmental activities. Governmental activities include all regular and special education, all educational support activities, administration, custodial, maintenance, transportation, and food services. Most of these activities are supported by the State of Utah Minimum School Program. The GWFS can be found on pages 9-10 of this report.

### **Fund Financial Statements**

Funds are accounting devices the School uses to keep track of sources of funding and spending on particular programs and to demonstrate compliance with various regulatory requirements. Fund financial statements focus on individual parts of the School. Fund statements generally report operations in more detail than the government-wide statements. This statement focuses on its most significant or "major" funds and not on the School as a whole.

The School establishes other funds, as necessary, to control and manage money for particular purposes or to show that it is properly using certain revenue.

### **Governmental Funds**

Governmental funds account for nearly the same functions as the governmental activities. However, unlike the GWFS, governmental funds focus on near-term inflows and outflows as well as the balances left at year-end that are available for funding future basic services.

It is useful to compare information found in the governmental funds with that of the governmental activities. By doing so, readers may better understand the long-term impact of the School's near-term financing decisions.

The basic governmental funds financial statements can be found on pages 11-14 of this report.

### **Notes**

The notes to the financial statements starting on page 15 provide further explanation of some of the information in the statements and provide additional disclosures so statement users have a complete picture of the School's financial activities and position.

Required supplementary information further explains and supports the financial statements by including a comparison of the School's budget data for the year.

### Government-Wide Financial Analysis

Net position may serve as a useful indicator of an organization's financial position. While the School saw its one-year authorized temporary enrollment increase of 1,000 students expire, it still saw a sizeable increase in net position during the 2022 fiscal year.

	<u>2022</u>	<u>2021</u>
<b>Assets</b>		
Current and other assets	\$ 11,177,236	\$ 7,755,509
Capital assets	<u>675,147</u>	<u>-</u>
Total assets	<u><u>\$ 11,852,383</u></u>	<u><u>\$ 7,755,509</u></u>
<b>Liabilities</b>		
Current and other liabilities	\$ 1,395,115	\$ 2,804,413
Long-term liabilities	<u>518,737</u>	<u>-</u>
Total liabilities	<u><u>1,913,852</u></u>	<u><u>2,804,413</u></u>
<b>Net Position</b>		
Net investment in capital assets	156,410	-
Restricted	382,203	1,222,523
Unrestricted	<u>9,399,918</u>	<u>3,728,573</u>
Total net position	<u><u>\$ 9,938,531</u></u>	<u><u>\$ 4,951,096</u></u>

A portion of the School's net position is the investments in capital assets (i.e., right-to-use leased office space) and the related debt used to acquire those assets still outstanding. These capital assets provide services to students; consequently, these assets are not available for future spending. Restricted net position is restricted for program restrictions. The remaining portion of the School's net position is unrestricted.

### Governmental Activities

Changes in Net Position – The table below shows the changes in net position for the fiscal years 2022 and 2021. The School relies on state and federal support for 99% of its governmental activities for the year ended June 30, 2022. The School had total revenue of \$26,289,825 and total expenses of \$21,479,682, during the year ended June 30, 2022. The School had an increase in net position of \$4,810,143 during the year ended June 30, 2022. The increase in net position is a result of careful budget management by the Board and Director, despite a decrease in enrollment due to the one-time temporary enrollment increase in the prior fiscal year.



	2022	2021	Change
Revenue			
Program revenue			
State and federal aid	\$ 26,285,337	\$ 26,788,756	\$ (503,419)
Operating grants and contributions	383	562	(179)
Other local revenue	4,105	4,876	(771)
Total revenue	<u>26,289,825</u>	<u>26,794,194</u>	<u>(504,369)</u>
Expenses			
Instructional	10,492,645	10,805,004	(312,359)
Support services			
Students	6,602,828	8,078,070	(1,475,242)
Staff assistance	308,829	547,586	(238,757)
School administration	650,424	1,037,674	(387,250)
Central services	3,087,375	2,702,612	384,763
Operation and maintenance of facilities	134,466	194,832	(60,366)
Interest and other costs	25,823	-	25,823
Total expenses	<u>21,302,390</u>	<u>23,365,778</u>	<u>(2,063,388)</u>
Change in Net Position	<u>\$ 4,987,435</u>	<u>\$ 3,428,416</u>	<u>\$ 1,559,019</u>

### Governmental Funds

The focus of the School's governmental funds is to provide balances of spendable resources and to provide data on near-term inflows and outflows.

General Fund – The general fund is the general operating fund for the School. At the end of the current fiscal year, the general fund balance is \$9,782,121, which is an increase of \$4,831,025 from the prior year. The increase in general fund balance is a result of careful budget management by the Board and Director, despite a decrease in enrollment due to the one-time temporary enrollment increase in the prior fiscal year.

Expenditures for general School purposes totaled \$22,078,579, which is a decrease of \$1,287,199 from the prior year. The decrease in expenditures is a result of the expiration of the one-time temporary enrollment increase from the previous fiscal year.

General fund salaries totaled \$7,796,328, while the associated fringe benefits of retirement, social security, unemployment, workers compensation, health, dental, and vision added \$1,989,886 to arrive at 44% of the School's general fund expenditures.

### **Budgetary Highlights**

The School adopts an original budget in June for the subsequent year.

Actual expenditures in the general fund were \$302,366 more than the amended budget. However, net of capital outlay related to the right-to-use leased office space of \$619,779 included in other financing sources, total expenditures were \$21,458,800, or \$317,413 less than the amended budget.

### **Capital Assets**

The School has invested \$798,219 in capital assets, primarily in right-to-use leased office space. The total accumulated depreciation and amortization on these assets amounts to \$123,072. There were capital asset additions of \$798,219 for fiscal year 2022. Additional information regarding the School's capital assets can be found in Note 3 to the basic financial statements.

### **Long-Term Debt**

Long-term debt consists of a lease liability for leased office space. See Note 4 to the financial statements for more information about long-term debt.

### **Requests for Information**

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the School's finances and to demonstrate the School's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Board Chair, Brian Maxwell, at Utah Virtual Academy, 310 E 4500 S Suite 620, Murray, UT 84107, or by email at [utvaboard@utahvirtual.org](mailto:utvaboard@utahvirtual.org).

Utah Virtual Academy  
Statement of Net Position  
June 30, 2022

	<u>Governmental Activities</u>
Assets	
Cash and investments	\$ 9,383,248
State receivables	160,937
Federal receivables	1,631,660
Other receivables	1,391
Capital assets (net of accumulated depreciation and amortization)	<u>675,147</u>
Total assets	<u>11,852,383</u>
Liabilities	
Accounts payable	542,086
Accrued liabilities	853,029
Long-term liabilities	
Due within one year - lease liability	109,590
Due in more than one year - lease liability	<u>409,147</u>
Total liabilities	<u>1,913,852</u>
Net Position	
Net investment in capital assets	156,410
Restricted for	
School land trust	25,919
Teacher supplies and materials	17,748
Statewide online education program	338,536
Unrestricted	<u>9,399,918</u>
Total net position	<u><u>\$ 9,938,531</u></u>

Utah Virtual Academy  
Statement of Activities  
June 30, 2022

Functions/Programs	Program Revenue			Net Revenue (Expense) and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	
<i>Governmental activities</i>				
Instructional	\$ 10,492,645	\$ -	\$ 13,260,226	\$ 2,767,581
Support services				
Students	6,602,828	-	-	(6,602,828)
Staff assistance	308,829	-	-	(308,829)
School administration	650,424	-	-	(650,424)
Central services	3,087,375	-	-	(3,087,375)
Operation and maintenance of facilities	134,466	-	-	(134,466)
Interest and other costs	25,823	-	-	(25,823)
Total Governmental Activities	<u>\$ 21,302,390</u>	<u>\$ -</u>	<u>\$ 13,260,226</u>	<u>(8,042,164)</u>
General Revenue				
Grants and contributions not restricted to specific programs				
State aid				13,025,494
Local revenue				12
Interest earnings				4,087
Miscellaneous				6
Total general revenue				<u>13,029,599</u>
Change in Net Position				4,987,435
Net Position, Beginning of Year				<u>4,951,096</u>
Net Position, End of Year				<u>\$ 9,938,531</u>

Utah Virtual Academy  
Balance Sheet – Governmental Funds  
June 30, 2022

	<u>General</u>
Assets	
Cash and investments	\$ 9,383,248
State receivables	160,937
Federal receivables	1,631,660
Other receivables	<u>1,391</u>
Total assets	<u><u>\$ 11,177,236</u></u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable	\$ 542,086
Accrued liabilities	<u>853,029</u>
Total liabilities	<u>1,395,115</u>
Fund Balance	
Restricted for	
School land trust	25,919
Teacher supplies and materials	17,748
Statewide online education program	338,536
Unassigned	<u>9,399,918</u>
Total fund balance	<u>9,782,121</u>
	<u><u>\$ 11,177,236</u></u>

Utah Virtual Academy

Reconciliation for Governmental Funds Balance Sheet to the Statement of Net Position

June 30, 2022

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Total Fund Balance - Governmental Funds	\$	9,782,121
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The cost of capital assets (right-to-use leased office space) purchased or constructed is reported as an expenditure in governmental funds. The statement of net position includes those capital assets among the assets of the School as a whole. The cost of those capital assets is allocated over their estimated useful lives (as depreciation and amortization expense) to the various program reported as governmental activities in the Statement of Activities. Because amortization expense does not affect financial resources, it is not reported in government funds.

Costs of capital assets	798,219		
Depreciation and amortization expense to date	<u>(123,072)</u>		
			675,147

Long-term liabilities applicable to governmental activities are not due and payable in the current period and therefore are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position. Balances at year end are:

Long-term liabilities			
Lease liability	<u>(518,737)</u>		
			<u>(518,737)</u>

Net Position	\$	<u><u>9,938,531</u></u>
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Utah Virtual Academy  
Statement of Revenue, Expenditures, and Changes in Fund Balance – Governmental Funds  
Year Ended June 30, 2022

	<u>General</u>
Revenue	
State aid	\$ 24,933,847
Federal aid	1,351,489
Earnings on investments	4,087
Other local sources	<u>402</u>
Total revenue	<u>26,289,825</u>
Expenditures	
Instructional	<u>10,492,645</u>
Support services	
Students	6,602,828
Staff assistance	308,829
School administration	650,424
Central services	3,087,375
Operation and maintenance of facilities	<u>11,394</u>
Total support services	<u>10,660,850</u>
Non instructional	
Capital outlay	<u>798,219</u>
Debt service	
Principal	101,042
Interest and other costs	<u>25,823</u>
Total debt service	<u>126,865</u>
Total expenditures	<u>22,078,579</u>
Excess of Revenue Over Expenditures	4,211,246
Other Financing Sources	
Proceeds from lease liability	<u>619,779</u>
Net Change in Fund Balance	4,831,025
Fund Balance, Beginning of Year	<u>4,951,096</u>
Fund Balance, End of Year	<u><u>\$ 9,782,121</u></u>

Utah Virtual Academy  
Reconciliation of Governmental Funds Statement of Revenue, Expenditures,  
and Changes in Fund Balance to the Statement of Activities  
Year Ended June 30, 2022

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Total Net Change in Fund Balance - Governmental Funds \$ 4,831,025

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation and amortization expense. This is the amount by which depreciation and amortization expense exceeded capital outlays during the fiscal year:

Capital outlay	798,219	
Depreciation and amortization expense	<u>(123,072)</u>	
		675,147

The governmental funds report repayment of long-term liability payments as expenditures. Interest is recognized as an expenditure in the governmental activities when it is due. In the statement of activities, interest expense is recognized as it accrues, regardless of when it is due. The net effect of these differences in the treatment of bonds and related items is as follows:

Repayment of lease liability principal	101,042	
Proceeds from lease liability	<u>(619,779)</u>	
		<u>(518,737)</u>

Change in Net Position of Governmental Activities	<u><u>\$ 4,987,435</u></u>
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## **Note 1 - Summary of Significant Accounting Policies**

Utah Virtual Academy (the School) was formed in 2007 and is a nonprofit institution, organized under the nonprofit corporation laws of the State of Utah. The School was organized by a group of parents, teachers, and business professionals to provide an educational opportunity that was not governed by the local school district. The School was founded on the premise that parents, as partners in the learning process, lead to success for each child. Every parent is asked to be involved with the school either through committees or through volunteering time in the classroom or with other needs the school may have as they arise. The School provides the following activities: education, encompassing instruction, student and staff support activities, and facilities maintenance and operation. Supporting services include general and administrative services, which are overall entity-related administrative costs.

The financial statements of the School have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to local government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the School are described below.

### **Financial Reporting Entity**

The School follows Governmental Accounting Standards Board (GASB) in determining the reporting entity and component units. The financial reporting entity consists solely of the primary government. Accordingly, the financial statements include all funds and agencies of the primary government whose budgets are controlled or whose boards are appointed by the School's Board of Directors (the Board).

The accounts of the School are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

The funds of the School are classified as governmental funds. The fund classifications and a description of each existing fund type follow:

### **Governmental Funds**

Governmental funds are used to account for the School's general government activities, including the collection and disbursement of specific or legally restricted monies, the acquisition or construction of general fixed assets, and the servicing of general long-term debt.

The general fund is considered a major fund. Governmental funds include:

General fund – the primary operating fund of the School accounts for all financial resources, except those required to be accounted for in other funds.

### **Measurement Focus and Basis of Accounting**

#### **Government-Wide Financial Statements (GWFS)**

The statement of net position and the statement of activities display information about the reporting government as a whole.

The statement of net position and the statement of activities were prepared using the economic resources measurement focus and the accrual basis of accounting. Revenue, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenue, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement No. 33 *Accounting and Financial Reporting for Nonexchange Transactions* in the GWFS.

#### **Program Revenue**

Program revenue included in the statement of activities derive directly from the program itself or from parties outside the School's citizenry, as a whole; program revenue reduces the cost of the function to be financed from the School's general revenue. Program revenue includes charges to students or applicants who purchase, use or directly benefit from the goods or services provided by the given function.

### **Fund Financial Statements**

#### **Governmental Funds**

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenue is recognized when susceptible to accrual, defined as measurable and available. Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers all revenue available if they are collected within 90 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for unmatured principal and interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable available financial resources. With this measurement focus, only current assets and current liabilities and deferred outflows and inflows of resources, as applicable, are generally included on the balance sheet. Operating statements of these funds present increases and decreases in fund balance.

The governmental funds use the following practices in recording revenue and expenditures:

#### **Revenue**

Entitlements and shared revenue (which include state equalization and state revenue sharing) are recorded as unrestricted grants-in-aid at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met and the susceptible to accrual criteria have been met.

Other receipts become measurable and available (generally collected within 90 days of year-end) when cash is received by the School and are recognized as revenue at that time. The School's period of availability is 90 days subsequent to year end.

#### **Expenditures**

Salaries are recorded as incurred. Salaries for July and August are accrued at June 30 as it relates to work performed prior to year-end.

#### **Investments**

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

#### **Receivables**

All receivables are shown net of any allowance for uncollectible amounts. No allowances for uncollectible items have been recorded as of June 30, 2022.

#### **Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

### Capital Assets

Capital assets are recorded at historical cost and depreciated/amortized over their estimated useful lives (excluding salvage value). Donated capital assets are recorded at their estimated acquisition value at the date of donation. Estimated useful lives are management's estimate of how long the asset is expected to meet service demands. Straight-line depreciation/amortization is used based on the following estimated useful lives:

Capital improvements	10-40 years
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The School's capitalization threshold is \$2,000. The cost of normal maintenance and repairs not adding to the value of the asset or materially extending asset lives are not capitalized.

### Leases

The School is a lessee for a noncancellable lease of office space. At the commencement of a lease, the School initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the School determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The School uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the School generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the School is reasonably certain to exercise.

The School monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

### **Restricted Net Position**

For the government-wide statement of net position, net position is reported as restricted when constraints placed on net position use is either:

Externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments;

Imposed by law through constitutional provisions or enabling legislation.

It is the School's policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

### **Fund Balances of Fund Financial Statements**

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the School is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

**Nonspendable:** This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The School has historically shown prepaids as being nonspendable as these items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

**Restricted:** This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. Debt service resources are to be used for future servicing of the general obligations and are restricted through debt covenants.

**Committed:** This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action by the Board. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (resolution) that was employed when the funds were initially committed.

**Assigned:** This classification includes amounts that are constrained by the Board's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board or by the Board delegating this responsibility to the Head of the School or her designee through the budgetary process.

**Unassigned:** This classification includes the residual fund balance for the general fund and the amount established for minimum funding.

The School would typically use restricted fund balances first, followed by committed resources, and the assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

### Grants and Other Intergovernmental Revenue

Federal and state reimbursement-type grants are recorded as intergovernmental revenue when the related expenditures/expenses are incurred and, in the governmental funds, when the revenue meets the availability criterion.

### Implementation of GASB Statement No. 87

The School adopted GASB Statement No. 87, *Leases*, as of July 1, 2021. The implementation of this standard establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The standard requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The implementation of this standard had no effect on beginning net position and the additional disclosures required by this standard are included in Note 4.

## Note 2 - Cash and Investments

At June 30, 2022, the School's cash and investments consisted of the following:

Cash			
Insured		\$ 250,000	
Uninsured and not collateralized		<u>8,311,777</u>	
Total bank balance of deposits		<u>\$ 8,561,777</u>	
	<u>Rating</u>	<u>Fair Value</u>	<u>Investment Maturities</u>
Investments			
PTIF	Unrated	<u>\$ 821,471</u>	Less than 1 year
Total cash and investments		<u>\$ 9,383,248</u>	

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act (the Act) that relate to the deposit and investment of public funds.

The School follows the requirements of the Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of School funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

The Act defines the types of securities authorized as appropriate investments for the School's funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the School to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the state; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Act; and the Utah State Public Treasurers' Investment Fund.

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

The PTIF operates and reports to participants on a fair value basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

#### *Fair Value of Investments*

The School measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Quoted prices for identical investments in active markets;
- Level 2: Observable inputs other than quoted market prices; and,
- Level 3: Unobservable inputs.

The investments consist only of PTIF funds which are classified as Level 2. The PTIF funds use the application of the June 30, 2022, fair value as calculated by the Utah State Treasurer, to the School's average daily balance in the Fund. The School currently has no assets that qualify for Level 1 or 3 investments. The following table illustrates the investments by the appropriate levels for the School:

	<u>Total</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Other Observable Inputs (Level 2)</u>	<u>Unobservable Inputs (Level 3)</u>
June 30, 2022				
PTIF	<u>\$ 821,471</u>	<u>\$ -</u>	<u>\$ 821,471</u>	<u>\$ -</u>

### **Custodial Credit Risk**

For deposits and investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the School will not be able to recover the value of its deposits, investments, or collateral securities that are in the possession of an outside party. The School's policy for managing custodial credit risk is to adhere to the Act. The Act requires all deposits of the School to be in a qualified depository, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

### **Credit Risk**

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The School's policy for reducing its exposure to credit risk is to comply with the Act, as previously discussed.

### **Concentration of Credit Risk**

Concentration of credit risk is the risk of loss attributed to the magnitude of the School's investment in a single issuer. The School's policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

### **Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The School's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the Act. Section 51-7-11 of the Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed-rate corporate obligations to 270 days - 15 months or less.



The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the state to five years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding three years

### Note 3 - Capital Assets

A summary of activity in the capital assets is as follows:

	June 30, 2021	Additions	Deletions	June 30, 2022
Governmental activities				
Capital assets				
Capital improvements	\$ 53,979	\$ 178,440	\$ (53,979)	\$ 178,440
Right-to-use leased office space	-	619,779	-	619,779
Total capital assets	53,979	798,219	(53,979)	798,219
Less accumulated depreciation/amortization for				
Capital improvements	(53,979)	(1,148)	53,979	(1,148)
Right-to-use leased office space	-	(121,924)	-	(121,924)
Total accumulated depreciation/amortization	(53,979)	(123,072)	53,979	(123,072)
Total capital assets, subject to depreciation/amortization	-	675,147	-	675,147
Total capital assets, net	\$ -	\$ 675,147	\$ -	\$ 675,147

Depreciation and amortization expense was charged to operation and maintenance of facilities function of the School.

### Note 4 - Leases

In July 2021, the School entered into an agreement to lease office space for 60 months. An initial lease liability was recorded in the amount of \$619,779. As of June 30, 2022, the value of the lease liability was \$518,737. Under the terms of the lease, the School pays monthly base fees of \$10,572, increasing 3.0% annually on the anniversary of the agreement. The right-to-use asset is being amortized over a period of 5 years. The value of the right-to-use asset as of June 30, 2022, was \$619,779 and had accumulated amortization is \$121,924. The School used a discount rate of 4.50% based on an estimated incremental borrowing rate.

Remaining obligations associated with this lease are as follows:

Years Ending	Principal	Interest	Total
2023	\$ 109,590	\$ 21,101	\$ 130,691
2024	122,055	15,928	137,983
2025	132,211	10,222	142,433
2026	142,670	4,058	146,728
2027	12,211	46	12,257
	<u>518,737</u>	<u>51,355</u>	<u>570,092</u>
Total	<u>\$ 518,737</u>	<u>\$ 51,355</u>	<u>\$ 570,092</u>

#### **Note 5 - Concentrations**

The School's principal source of support is state and federal-based support revenue. For the year ended June 30, 2022, this funding source accounted for approximately 99% of all revenue.

#### **Note 6 - Benefit Plan**

The School has a defined contribution retirement plan covering all full-time, salaried employees. The plan is administered by Helpside, an outsourcing company that the School has contracted with to perform its payroll and retirement functions. Eligible employees may contribute into an account at their option and discretion. The School does not match employee contributions.



Required Supplementary Information  
June 30, 2022

## Utah Virtual Academy

# Utah Virtual Academy

## Schedule of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund Year Ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget- Positive (Negative)
	Original	Final		
Revenue				
State aid	\$ 19,064,377	\$ 24,483,544	\$ 24,933,847	\$ 450,303
Federal aid	658,385	728,385	1,351,489	623,104
Earnings on investments	8,500	4,059	4,087	28
Other local sources	-	-	402	402
Total revenue	19,731,262	25,215,988	26,289,825	1,073,837
Expenditures				
Instructional	7,726,066	8,643,820	10,492,645	(1,848,825)
Support services				
Students	7,185,077	7,766,960	6,602,828	1,164,132
Staff assistance	228,446	263,205	308,829	(45,624)
School administration	1,775,850	1,775,851	650,424	1,125,427
Central services	2,499,501	2,939,563	3,087,375	(147,812)
Operation and maintenance of facilities	203,893	386,814	11,394	375,420
Total support services	11,892,767	13,132,393	10,660,850	2,471,543
Non instructional				
Capital outlay	-	-	798,219	(798,219)
Debt service				
Principal	-	-	101,042	(101,042)
Interest	-	-	25,823	(25,823)
Total debt service	-	-	126,865	(126,865)
Total expenditures	19,618,833	21,776,213	22,078,579	(302,366)
Excess of Revenue Over Expenditures	112,429	3,439,775	4,211,246	771,471
Other financing sources				
Proceeds from lease liability	-	-	619,779	619,779
Net Change in Fund Balance	\$ 112,429	\$ 3,439,775	\$ 4,831,025	\$ 1,391,250

**Note 1 - Basis of Budgeting**

The School follows these procedures in establishing the budgetary data reflected in the financial statements.

1. The School's Director is appointed as the budget officer. Before June 1 of each year, the budget officer shall prepare a tentative budget, with supporting documentation, to be submitted to the Board.
2. The tentative budget and supporting documents shall include the following items:
  - a. The revenue and expenditures of the preceding fiscal year
  - b. The estimated revenue and expenditures of the current fiscal year
  - c. A detailed estimate of the essential expenditures for all the purposes for the next succeeding fiscal year, and
  - d. The estimated financial condition of the School at the close of the fiscal year
3. The tentative budget shall be filed with the School's Director for public inspection at least 15 days before the date of the tenant budget's proposed adoption by the Board.
4. Before June 30 of each year, the Board will adopt a budget for the next fiscal year.
5. By the sooner of July 15 or 30 days of adopting a budget, the Board will file a copy of the adopted budget with the state auditor and the State Board of Education.



Compliance Reports  
June 30, 2022

## Utah Virtual Academy



**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

The Board of Directors  
Utah Virtual Academy  
Murray, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Utah Virtual Academy (the School), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements and the related notes to the financial statements and have issued our report thereon dated November 29, 2022.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the School's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Ogden, Utah  
November 29, 2022





**Independent Auditor's Report on Compliance and Report on Internal Control over Compliance  
as Required by the State *Compliance Audit Guide***

The Board of Directors  
Utah Virtual Academy  
Murray, Utah

**Report on Compliance**

We have audited Utah Virtual Academy's (the School) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the State Auditor, for the year ended June 30, 2022.

State compliance requirements were tested for the year ended June 30, 2022, in the following areas:

- Budgetary Compliance
- Fraud Risk Assessment
- Public Treasurer's Bond
- Cash Management
- Internal Control Systems
- Public Education Programs

**Management's Responsibility**

Management is responsible for compliance with the state requirements referred to above.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the School's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the School's compliance with those requirements.

### **Opinion on Compliance**

In our opinion, the School complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2022.

### **Report on Internal Control over Compliance**

Management of the School is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the School's internal control over compliance with the state compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the School's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Esde Bailly LLP". The signature is written in a cursive, flowing style.

Ogden, Utah  
November 29, 2022



Federal Awards Reports in Accordance  
with the Uniform Guidance  
June 30, 2022

Utah Virtual Academy

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**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance  
and Other Matters Based on an Audit of Financial Statements Performed  
in Accordance with *Government Auditing Standards***

The Board of Directors  
Utah Virtual Academy  
Murray, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Utah Virtual Academy, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Utah Virtual Academy's basic financial statements and have issued our report thereon dated November 29, 2022.

**Report On Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Utah Virtual Academy's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Utah Virtual Academy's internal control. Accordingly, we do not express an opinion on the effectiveness of Utah Virtual Academy's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

## **Report On Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Utah Virtual Academy's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Ogden, Utah  
November 29, 2022



**Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

To the Board of Directors  
Utah Virtual Academy  
West Jordan, Utah

**Report on Compliance for the Major Federal Program**

***Opinion on the Major Federal Program***

We have audited Utah Virtual Academy's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on Utah Virtual Academy's major federal program for the year ended June 30, 2022. Utah Virtual Academy's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Utah Virtual Academy complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended June 30, 2022.

***Basis for Opinion on the Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Utah Virtual Academy and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of Utah Virtual Academy's compliance with the compliance requirements referred to above.

### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Utah Virtual Academy's federal programs.

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Utah Virtual Academy's compliance based on our 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 referred to above 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 Utah Virtual Academy's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Utah Virtual Academy's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Utah Virtual Academy's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Utah Virtual Academy's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance 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 identified during the audit.



## Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities and the major fund of Utah Virtual Academy as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Utah Virtual Academy's basic financial statements. We issued our report thereon dated November 29, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements the information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in black ink that reads "Eide Sallie LLP". The signature is written in a cursive, flowing style.

Ogden, Utah  
December 29, 2022

Utah Virtual Academy  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Expenditures
<u>U.S. Department of Education</u>			
Passed Through the Utah State Office of Education:			
Special Education Cluster			
Special Education Grants to States	84.027	H027A200059	\$ 108,896
Special Education Preschool Grants	84.173	H173A200092	11,841
Total Special Education Cluster			<u>120,737</u>
Title I Grants to Local Educational Agencies	84.010	S010A210044	766,356
Title IIA Improving Teacher Quality	84.367	S367A210042	48,514
Education Stabilizaiton Fund			
COVID-19 Elementary and Secondary School Education Relief	84.425D	S425D200032	299,586
COVID-19 Elementary and Secondary School Education Relief II	84.425D	S425D210032	17,347
COVID-19 Elementary and Secondary School Education Relief III	84.425D	S425U210032	98,949
Total Education Stabilization Fund			<u>415,882</u>
Total U.S. Department of Education			<u>1,351,489</u>
Total Federal Financial Assistance			<u>\$ 1,351,489</u>

**Note 1 - Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Utah Virtual Academy (the Organization) under programs of the federal government for the year ended June 30, 2022. The information is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Utah Virtual Academy, it is not intended to and does not present the financial position, changes in net position, or changes in fund balance of Utah Virtual Academy.

**Note 2 - Summary of Significant Accounting Policies**

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

**Note 3 - Indirect Cost Rate**

The Organization has not elected to use the 10% de minimis cost rate.

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**Section I – Summary of Auditor’s Results**

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**FINANCIAL STATEMENTS**

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

**FEDERAL AWARDS**

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a):	No

**Identification of major programs:**

<u>Name of Federal Program or Cluster</u>	<u>Federal Financial Assistance Listing</u>
Title I Grants to Local Educational Agencies	84.010
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

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**Section II – Financial Statement Findings**

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**None**

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**Section III – Federal Award Findings and Questioned Costs**

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**None**

## State of Utah Division of Purchasing LIMITED AGREEMENT TO CONDUCT SOLICITATIONS

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This is an agreement between the State of Utah Division of Purchasing (Division) and the Procurement Unit with Independent Procurement Authority (Procurement Unit), pursuant to Utah Code 63G-6a-106. The purpose of this Agreement is to identify the type of solicitation services the Division will provide to the Procurement Unit.

- If the procurement item requested is currently on a State Cooperative “Best Value” Contract, the Division will not provide a 2.0 or 3.0 Service Level if the Procurement Unit does not want to purchase from the State Cooperative “Best Value” Contract.
- Due to the unique nature of IT and construction procurements, these procurements are only eligible for a 1.0 Service Level. The Division currently has several IT, Cloud, SVAR, and Saas contracts that can satisfy most needs.
- To search State Cooperative “Best Value” Contracts, please visit, <https://statecontracts.utah.gov/Home/Search>.

Below are the services types offered by the Division. *Please choose only one service type below that meets your needs.*

### ☐ 1.0 Courtesy Posting Services:

- The Division will post the pre-developed solicitation documents on U3P (formerly known as SciQuest/Jaggaer), for and in behalf of the Procurement Unit. Documents **will not** be reviewed for compliance with the Utah Procurement Code and Administrative Rules and/or local government procurement policies, ordinances, or other sections of Utah Code and Administrative Rule.
- The Division will instruct vendors to submit bids/proposals based on the instructions of the Procurement Unit in the solicitation documents.
- The Procurement Unit is responsible for all information in the solicitation documents and understands the Division is only posting the documents.
- It will be the Procurement Unit's sole responsibility to review/approve solicitation recommendations and documents prior to the Division releasing the public posting on U3P (Failure to respond in writing with an approval may delay solicitation posting).
- The Procurement Unit will be responsible to evaluate vendor bids/proposals and finalize solicitation awards in accordance with the Utah Procurement Code/Administrative Rule or applicable local government procurement requirements.
- The Division requires up to a **2 business day lead-time** for a U3P posting depending on the response time by the Procurement Unit.

### ☐ 2.0 Basic Procurement Services:

- In addition to the items listed in the 1.0 Service Level, the Division will conduct a review of pre-developed solicitation documents. The Division will make recommendations to the Procurement Unit if specifications, evaluation criteria, and/or solicitation processes appear to be out of compliance with or missing from the Utah Procurement Code and/or Administrative Rules. The Division will not review solicitation documents for compliance with local government procurement ordinances or other sections of Utah Code or Administrative Rule.
- The Division requires a minimum **5 business day lead-time** depending on the complexity of review and response time by the Procurement Unit.

### ☐ 3.0 Extended Services – Solicitation/Contract Development:

In addition to the 2.0 Basic Services identified above, the extended services include:

- The Division will assist the Procurement Unit with solicitation development, including but not limited to technical research, scope of work, technical evaluation criteria and cost sheet development.
- The Division may assist the Procurement Unit with questions during the evaluation of the bids/proposals.
- The Division may assist in the evaluation process including assisting in drafting award and contract documents including negotiation of exceptions to solicitation terms and conditions in coordination with the Procurement Unit's legal counsel. In the event the Division assists the Procurement Unit with terms and conditions negotiations, the final contract must be reviewed and approved by the Procurement Unit's legal counsel to ensure compliance with ordinances.
- The Division requires a minimum of **5 business day lead-time** depending on the complexity of the solicitation and response time by the Procurement Unit.

**Instructions for Submission of Solicitation Document to the Division:**

- The Procurement Unit must submit the signed agreement to [purchasingsolicitations@utah.gov](mailto:purchasingsolicitations@utah.gov) and include in the subject of the email "**Courtesy Posting Request**". When requesting the 1.0 or 2.0 Service Level, the email must include pre-developed solicitation documents. When requesting a 3.0 Service Level, the Procurement Unit should complete the solicitation questionnaire on the Division's website located at <https://purchasing.utah.gov/forms/> and submit that completed form with the completed agreement. A Division representative will respond to the email to assist the Procurement Unit with solicitation/contract development services.

**After the Solicitation Has Closed:**

- Once the U3P Posting closing date has passed, the posting will be closed out after 2 weeks. If the Procurement Unit does not wish to post award documents in U3P, the Division may post a document directing any inquiries to the point of contact listed in the solicitation documents for award notification.
- The Procurement Unit is required to maintain all records pertaining to the solicitation and contract, regardless of the level of service provided by the Division, pursuant to its open records laws. The Division will not maintain any documents associated with the Procurement Unit's solicitation or contract.
- The Procurement Unit will be responsible to process, defend, and resolve any and all protests associated with the solicitation as the Division has no legal jurisdiction over the Procurement Unit. The Procurement Unit will not be required to accept recommendations from the Division in exchange for solicitation services.

The Division will not charge the Procurement Unit for any of the procurement services offered.

Please note the maximum file size for individual documents in U3P is 50 MB.

By signing this Agreement, a Procurement Unit verifies the solicitation and resulting contract documents are in compliance with State Code outside the Procurement Code and the Procurement Unit's local ordinances.

I have read and understand the agreement and elect to utilize the Division's solicitation services as outlined and chosen above.

  
Authorized Signature

01/11/23

Date

***Please Type or Print***

Signatory's Name	
Signatory's Title	
Public Entity Name	

***Contact Individual for Procurement Unit (if different from above)***

Contact Name	
Contact Phone Number	
Contact Email	

***Contact Individual for Consulting or Engineering Firm (if managing the solicitation on behalf of a Procurement Unit)***

Contact Name	
Contact Phone Number	
Contact Email	





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# **REQUEST FOR PROPOSALS**

**Issued by:**

**Utah Virtual Academy**

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**JANUARY 12, 2023**  
**UTAH VIRTUAL ACADEMY**

**Utah Virtual Academy  
Request for Proposals  
January 12, 2023**

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## **Article I. RFP OVERVIEW**

The purpose of this Request for Proposals (“**RFP**”) is to invite entities experienced in various aspects of charter school education, business, and marketing to submit proposals to Utah Virtual Academy (“**UTVA**”) to provide certain services to UTVA.

UTVA is an authorized charter school with approximately 2,000 students in grades K-12. The authorization was granted through the Utah State Board of Education (the “**Authorizer**”), who will continue to act as Authorizer and, as such, will oversee the performance of UTVA. Through this RFP, UTVA is seeking proposals for Educational Services, Business Services, and Marketing and Enrollment Services, as further explained below.

This RFP includes three scopes of work that have been separated into three individual Branches. Offerors can bid on one or more of the individual Branches, with each Branch addressed in a separate proposal. The three Branches are described in Section 4.1. The requirements and qualifications of Offerors are described in Appendix A. Cost will be a factor in the evaluation of bids as described in Section 5.2.

## **Article II. UTVA INTRODUCTION**

As a publicly funded online charter school, UTVA makes it easy for parents to be active participants in their children’s education. UTVA families receive a complete curriculum, lesson planning programs, books and instructional materials, the use of a computer if needed, subsidized internet access, and the guidance of a highly qualified, licensed teacher. In short, everything students need for an excellent education.

UTVA desires to use the highest-quality curriculum, with innovation that provides an individualized education experience. Students demonstrate their knowledge and skills through state standardized tests.

While UTVA has requirements for grade advancement, we want to allow families and teachers to work together to help students maximize their academic potential and allow greater flexibility than what is typically possible in traditional schools.

But UTVA is not only about lessons. Elementary teachers organize school outings to museums, roller- and ice-skating parks, local zoos, and other interesting and enjoyable sites. Older students participate in a variety of activities, including clubs, student government, dances, and even graduation ceremonies. These events bring families together and create real connections within the UTVA community. We are proud of our school and believe that it is a great choice for families who are interested in getting actively involved in their children's education.

We hope to welcome excellent contractors soon to the Utah Virtual Academy community.

### **Article III. SUBMISSION INFORMATION**

#### **Section 3.1 Administrative Guidance**

This RFP is designed to provide parties interested in submitting proposals (each, an “**Offeror**”) with information sufficient to do so. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the services requested by this RFP.

#### **Section 3.2 Issuing Office and RFP Reference Number**

UTVA is the Issuing Procurement Unit and the Conducting Procurement Unit for this RFP. The reference number for this RFP is RFP No. [●]. This number shall be referenced on all proposals, correspondence, and documentation relating to this RFP. The Division of Purchasing will provide a courtesy posting for the State on the Utah Public Procurement Place (“**U3P**”), formerly known as SciQuest. All proposals must be submitted through U3P.

#### **Section 3.3 Proposals Due Date**

In order for a proposal to be considered, it must be received by UTVA no later than 5:00 PM Local Time on February 1, 2023. Proposals submitted through the U3P website will be considered received by UTVA. UTVA reserves the right to reject late-filed or nonconforming proposals. Any extensions to this solicitation will be made in U3P. It is the responsibility of interested Offerors to monitor U3P for extensions or solicitation modifications.

#### **Section 3.4 Questions and Answers**

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing through U3P. Answers will be given via the U3P website. Questions submitted by email, phone, or other methods will not be considered.

All questions must be received no later than 5:00 PM Local Time on January 25, 2023. Questions asked after this deadline will not be answered.

#### **Section 3.5 Proposal Submission**

By submitting a proposal in response to this RFP, Offeror acknowledges that the requirements, scope of work, and the evaluation process outlined in the RFP are fair, equitable, not unduly restrictive, and understood and agreed to. Proposals must be received by the posted due date and time.

All proposals must be submitted electronically through U3P. Proposals submitted in any other way may be considered non-responsive and not accepted. Submitting a response via U3P is free. Register at <http://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah> or contact U3P Customer Service at 1-800-233-1121. For more information on registering with U3P, please go to State Purchasing’s web page at <https://purchasing.utah.gov/wp-content/uploads/Vendor-Guide-2.pdf>. When submitting a bid electronically through U3P, please

allow sufficient time to complete the online forms and to upload documents. The solicitation will end at the closing time stated above. If an Offeror is in the middle of uploading a file at the closing time, the system will stop the process and the proposal will not be received by the system.

U3P's website will accept a wide variety of document types as attachments. However, certain documents are unable to be viewed. Therefore, an Offeror MAY NOT submit documents that are embedded (zip files), movies, wmp, and mp3 files. Do not upload PDF documents which contain attached or embedded documents. All documents should be attached as separate files. Proposals will not be accepted via fax or email.

**Cost will be evaluated independently** from the technical proposal, and, for that reason, must be submitted separately from the technical proposal. Failure to submit cost separately may result in a proposal being determined to be non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in a proposal being determined to be non-responsive

#### Section 3.6 Addenda

Offerors are encouraged to periodically check U3P for posted questions, answers, and any addenda.

### **Article IV. GENERAL INFORMATION**

#### Section 4.1 Branches

This RFP has three branches: 1) Education Services, 2) Business Services, and 3) Marketing and Enrollment Services (each, a "**Branch**"). Offerors are invited to submit individual proposals for all three Branches, any combination of two Branches, or a single Branch. Proposals will be evaluated and awarded separately for each Branch.

As an example, Company A submits two proposals, one for the Education Services Branch and one for the Business Services Branch. Upon evaluation, Company A's Education Services Branch proposal receives the highest score and is awarded the Education Services contract, but Company A's Business Services Branch proposal score is lower than Company B's score, therefore Company B is awarded the Business Services contract.

#### Section 4.2 Award of Contracts

UTVA may award up to three contracts to the highest scoring, responsive and responsible Offeror(s) for each Branch upon completion of the evaluation process. UTVA intends to award a contract to each qualified Offeror that satisfies the requirements described in the RFP, based on the evaluation process set forth in the RFP. However, UTVA may choose to not award any contract to any Offeror if that would not be in the best interest of UTVA. A successful Offeror is one that receives the highest score for any one Branch proposal. Any successful Offeror shall be required to complete a form of agreement, subject to the terms set forth in Section 4.9.

#### Section 4.3 Cost of Preparing Proposal

UTVA will not be liable for any cost which Offerors may incur in connection with the preparation of their proposal. Proposals should be concise, straightforward and prepared simply and

economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data therefrom.

#### Section 4.4          Restrictions on Communication; Official Communication

From the issue date of this RFP until the final contract award, if any, is made or this RFP process is otherwise concluded, Offerors are not allowed to communicate about the subject of this RFP with any member of UTVA. If an Offeror violates this provision, UTVA reserves the right to reject the Offeror's proposal.

During the RFP process (from the date of issue through the date of contract award or other final decision), all communication will flow through State Purchasing which will be the sole source of official information regarding this RFP. Changes to the RFP will be issued via U3P Addendum. Any and all oral agreements or conversations are not binding.

#### Section 4.5          Opening of Proposals

The proposals will be opened as they are received, in a way that avoids disclosure of their contents to competing Offerors. No public opening will be held. All proposals will be kept in strict confidence until the final contract award, if any, is made or this RFP process is otherwise concluded. An Offeror may withdraw its proposal prior to the time UTVA makes a final decision.

#### Section 4.6          Responsiveness Determination

Proposals will be reviewed to confirm that they conform to the requirements outlined herein. Non-responsive proposals (those that do not conform to RFP requirements) may be eliminated from consideration.

#### Section 4.7          Evaluation Procedure

Proposals will be forwarded to an evaluation committee of at least three members appointed by UTVA. Each evaluation committee member will: 1) have familiarity with the type of work this RFP is seeking proposals for and/or the need that this RFP is addressing; 2) not have a conflict of interest with any Offeror; 3) fairly evaluate each proposal; 4) not contact or communicate with an Offeror concerning this RFP outside of the processes contained herein; and 5) conduct or participate in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety. Should the evaluation committee require any additional expertise, UTVA may authorize the evaluation committee to receive assistance from an outside expert or consultant. The technical evaluation will be based upon the information provided in the proposal. The evaluation committee will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses. The evaluation committee may not change its final recommended scores after it has submitted evaluation scores to UTVA.

The evaluation committee will evaluate the proposals in accordance with the criteria outlined in this RFP. Criteria not described in this RFP will not be used to evaluate proposals. Each proposal will be evaluated according to the criteria set forth in Article V hereof.

Cost shall be evaluated separately from the technical aspects of each proposal. The evaluation committee will not know or have access to information relating to the cost of a proposal until after the evaluation committee submits its recommendation to UTVA based on the technical evaluation criteria.

#### Section 4.8            Award Justification Statement

At the conclusion of the evaluation process, the evaluation committee shall prepare and submit to UTVA a written statement for each Branch that: 1) recommends a proposal for an award of a contract, if the evaluation committee decides to recommend a proposal; 2) contains the score awarded to the recommended proposal based on the criteria stated in this RFP; and 3) explains how the recommended proposal provides the best value to UTVA.

#### Section 4.9            Contract Terms

It is anticipated that the term of the contracts will be five years. It is anticipated that UTVA will continue to receive appropriate funding throughout the term of the contract. The contracts may be cancelled or suspended without penalty if the anticipated funds are not appropriated or received.

### **Article V. EVALUATION CRITERIA**

#### Section 5.1            Technical Evaluation Criteria

Each proposal will be evaluated in accordance with the following criteria:

- a. 60 points = ability to meet UTVA's needs as demonstrated by responses to the requirements listed for the applicable branch in Appendix A
- b. 30 points = ability to meet UTVA's needs as demonstrated by results from the Offeror's current and former clients
- c. 10 points = quality of at least three references vouching for the Offeror's services

The total points available based on technical evaluation criteria is 100.

#### Section 5.2            Cost Evaluation Criteria

Utah Code requires that cost be evaluated separately from substantive evaluation factors. Proposals not receiving at least 75 points from the technical evaluation will be eliminated and not have their cost portion evaluated. Each proposal receiving at least 75 points from the technical evaluation will be eligible to earn up to 50 additional points under the cost evaluation.

The Offeror with the lowest proposed price will receive 50 points (100%) for the cost portion. All other Offerors will receive a portion of 50 points based on what percentage higher their total cost is than the total lowest cost. The formula to compute the points earned under the cost evaluation is as follows:

Points Received =  $50 - [50 \times (\text{Proposed Price} - \text{Lowest Proposed Price}) / \text{Lowest Proposed Price}]$ .

### **Article VI.                    PROPOSAL FORMAT**

Proposals should be submitted with a narrative, references, and budget.

### Section 6.1          Narrative

Offerors will submit a narrative that responds to the requirements in the relevant Branch. The narrative should not exceed ten (10) pages of text per branch. Offerors may add photos, graphs, resumes, letters of recommendation, and any other materials to support proposals, in addition to the narrative. Proposals should be submitted as two files (i.e., combine the narrative with additional materials for one file and the budget as the other file). Offerors should include on a cover page which Branch the proposal is for and the title of the proposal. As part of the narrative, Offerors should: 1) explain whether and how they are able to satisfy the bulleted requirements in the applicable Branch; and 2) outline successful results from current or former clients.

### Section 6.2          References

Offerors will additionally provide at least three (3) references from clients that have received from the Offeror services similar to those requested by this RFP. Each reference should include the business name, address, and telephone number of the contact person, approximate date of the project(s), and a short description of the project(s). UTVA reserves the right to contact these references to evaluate the level of performance and client satisfaction. If the Offeror is not able to provide the aforementioned information, it should provide a detailed explanation of the reasons for such inability. Any information gathered from references will be considered during the proposal evaluation process.

### Section 6.3          Budget

The proposal shall include a budget that provides detailed information on expenses and costs to UTVA on a per-student basis assuming enrollment of 2,000 students. All budget and cost information provided by the Offeror must be submitted in a separate document and a separate electronic file and clearly identified as cost information. No cost information may be submitted with the rest of the proposal.



## **Appendix A: Branch Requirements**

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### Table of Contents

Branch 1: Education Services .....	A-2
Branch 2: Business Services .....	A-4
Branch 3: Marketing and Enrollment Services .....	A-5

### Overview

This Appendix A sets forth an overview and the requirements for each Branch for which a proposal may be submitted. Offerors are advised to carefully review each requirement and be responsive to each requirement in their proposals.

## Branch 1: Education Services

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### Overview

*UTVA is seeking proposals to assist in and provide curriculum and educational support materials and services.*

### Requirements

- a. Administrative Transition
  - i. Assist in transitioning to an administrative staff employed directly by UTVA<sup>1</sup>
- b. Educational Service Products
  - i. Provide curriculum for grades K-8 for core subject areas aligned with state requirements
  - ii. Provide curriculum for grades K-8 for other courses required or elective aligned with state requirements
  - iii. Provide curriculum for grades 9-12 in language arts, math, science, history, CTE, fine arts, and electives as aligned with state requirements
  - iv. Assist UTVA administrators in developing and implementing school improvement plans to increase academic outcomes according to state accountability metrics
  - v. Assist UTVA employees managing special education when necessary to further the school's goals
  - vi. Assist UTVA employees managing English Language Learners (ELL) and 504 plans when necessary to further the school's goals
- c. Educational Tools and Supplies
  - i. Provide textbooks – physical and/or digital
  - ii. Provide multimedia tools
  - iii. Provide computers as required to deliver the educational curriculum
  - iv. Provide policies and procedures for the responsible use of the computers provided
  - v. Provide software as required for the computers provided
- d. Instructional Support
  - i. Provide concepts for online instructional support both asynchronously and synchronously
  - ii. Develop and offer new teacher training and professional development including hosting professional development sessions throughout the school year for new and returning teachers
- e. Technology Services
  - i. Provide 24-7 monitoring of online learning management systems
  - ii. Fix production issues as they arise
  - iii. Provide onsite and telephone support for students troubleshooting system errors
  - iv. Provide teacher support for answering technology-related questions from students, parents, teachers, and administrators

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<sup>1</sup> UTVA's current administrative staff is employed by the current educational services provider. To execute its oversight duties more effectively, the UTVA Board plans to employ an administrative staff directly.

- v. Generate reports on student academic performance, attendance, and progress
- vi. Train school staff on technology systems
- vii. Maintain UTVA's computer network
- viii. Maintain software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience
- ix. Provide electronic security of student records
- x. Supervise and implement rollovers at the end of the academic year

## Branch 2: Business Services

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### Overview

*UTVA is seeking proposals to assist in the management of financial, administrative, and compliance services. Applicants should understand that applications for this component of the contract will be reviewed against the alternative of hiring financial and/or compliance specialists internally.*

### Requirements

- a. Financial Services
  - i. Establish policies and procedures to maintain proper internal controls
  - ii. Prepare annual budgets and forecasts for UTVA Board review
  - iii. Prepare and provide monthly and quarterly financial statements within 30 days of the end of each reporting period
  - iv. Prepare and submit all financial reports as required by applicable law
  - v. Assist in preparing Form 990 tax returns
  - vi. Solicit grants and donations on behalf of UTVA
  - vii. Financial Management
    - A. Make timely payments for all UTVA expenses out of school funds
    - B. Help coordinate third-party annual audit of UTVA's financial statements
    - C. Maintain financial records pertaining to the operation of UTVA for at least seven years from the end of the year for which those records relate
  - viii. Assist in cash flow management via loan programs, delayed payment provisions, or payment deferrals
- b. Administration/Compliance Services
  - i. Authorizer and State Office (USBE) Compliance
    - A. Develop recommendations for policies, calendaring, pupil assessment, student discipline, etc. consistent with applicable laws and UTVA's charter
    - B. Ensure compliance with all state and federal reporting requirements
    - C. Assist with teacher licensing support
    - D. Assist in complying with authorizer and state office policies
    - E. Assist in drafting charter renewal application, including budgetary and curriculum information.
    - F. Support UTVA in defending its renewal application with authorizer
  - ii. Assist in applying for grants and other funding
  - iii. Assist with administration of federal entitlement programs, including Title I, IDEA, and special education
  - iv. Help UTVA maintain insurance with reputable carrier in accordance charter and applicable law
  - v. Organize and manage monthly UTVA board meetings
  - vi. Maintain accurate CACTUS (Comprehensive Administration of Credentials for Teachers in Utah Schools) records and assignments

### **Branch 3: Marketing and Enrollment Services**

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#### Overview

*UTVA is seeking proposals for marketing, recruitment, and enrollment services as well as for servicing a UTVA website.*

#### Requirements

- a. General
  - i. Implement recruitment strategy to achieve enrollment objectives, including a specific strategy for increasing enrollment through the State Online Education Program (SOEP)
  - ii. Enrollment, Registration, and Placement Services
    - A. Create, design, and prepare all recruitment materials and advertisements
    - B. Assist with information sessions via various media platforms and in person
    - C. Assist in the design of letterhead, logos, and school identity collateral
    - D. Manage application and enrollment process including communication with applicants and their families
    - E. Plan and conduct school orientation sessions including students and parents.
    - F. Respond to all inquiries about UTVA’s curriculum, enrollment process, instructional methods, etc.
    - G. Conduct sampling of students to interview who withdraw to better understand how to improve programming
    - H. Create method for constituents to provide feedback and for evaluating and reporting such feedback
    - I. Form virtual social clubs for students based on student interest and demand
    - J. Assist in the graduation process and ceremonies
- b. UTVA Website
  - i. Develop tools on the UTVA website including those needed to support online learning such as password protected threaded discussion and message boards
  - ii. Maintain quality assurance for website including avoiding “version control” problems
  - iii. Coordinate security, creative, and content issues pertaining to the website
  - iv. Coordinate web hosting contracts and relationships across the state, as needed
  - v. Handle all troubleshooting issues with the website
  - vi. Ensure website compliance to all applicable state policies

## **UTVA – Board of Directors Meeting Financial Package Updates Wednesday, January 11, 2023**

### **Items of Note:**

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- December 2023 Financials are included. Revenues are at 49% of budget, with federal running behind as expected and explained previously.
- Expense also are in line. Same two categories over 50% for the same reasons, one time annual expenses incurred early in the year. 0500 – Purchased Services includes \$64,400 of liability insurance paid at beginning of the year. 0800 – Debt Service and Misc. includes UAPCS one-time fees and accreditation fees.
- State allotment of \$1,621,232.18 to accept this month. State has made mid-year adjustments so this should be in line with what we expect to receive monthly from the state moving forward, with additional federal revenues as requested.
- Transfer to the PTIF was made. With the extra \$5 million in the account for only the last 10 days of December, interest income increased almost 4x from \$2,007 to \$7,997. New interest rate in the PTIF is now at 3.8%, so we should start generating an extra \$18,000 per month in interest income starting in January, subject to any rate changes.
- Invoices over \$7500: ActivTrak - \$9,862.38
- K12 Management Invoices of \$549,510.83 recommended for payment (12 total).

One K12 Payment of \$162,889 recommended to NOT pay. Reconciliation of FY21 fees which falls outside of the submission window per amended agreement from Spring 2021.

- Academica West January 2023 invoice included. Total invoice of \$31,491.68.

**Utah Virtual Academy  
Statement of Activities  
As of December 31, 2022**

	Annual June 30, 2023 Budget	Year-to-Date Actual	% of Budget
<b>Net Income</b>			
<b>Income</b>			
Revenue From Local Sources	0	17,049	0.0 %
Revenue From State Sources	20,948,740	10,846,077	51.8 %
Revenue From Federal Sources	1,469,287	123,797	8.4 %
<b>Total Income</b>	<b>22,418,027</b>	<b>10,986,923</b>	<b>49.0 %</b>
<b>Expenses</b>			
<b>Instruction/Salaries</b>			
0121 - Salaries - Principals and Assistants	211,124	78,869	37.4 %
0131 - Salaries - Teachers	5,912,731	2,681,965	45.4 %
0132 - Salaries - Substitute Teachers	35,000	15,341	43.8 %
0142 - Salaries - Guidance Personnel	441,568	128,167	29.0 %
0152 - Salaries - Secretarial and Clerical Personnel	233,067	85,010	36.5 %
0161 - Salaries - Teacher Aides and Para-Professionals	947,726	379,090	40.0 %
0184 - Salaries - Administrative Technology Personnel	0	48,492	0.0 %
<b>Total Instruction/Salaries</b>	<b>7,781,216</b>	<b>3,416,934</b>	<b>43.9 %</b>
<b>Employee Benefits</b>			
0220 - Social Security	815,108	332,752	40.8 %
0230 - Local Retirement	211,265	45,437	21.5 %
0240 - Group Insurance	1,167,649	500,984	42.9 %
<b>Total Employee Benefits</b>	<b>2,194,022</b>	<b>879,173</b>	<b>40.1 %</b>
<b>Purchased Prof &amp; Tech Serv</b>			
0320 - Professional - Educational Services	885,915	257,307	29.0 %
0330 - Professional Employee Training and Development	108,515	111,014	102.3 %
0340 - Other Professional Services	204,273	88,930	43.5 %
0345 - Business Services	3,730,675	961,987	25.8 %
0350 - Technical Services	75,000	19,849	26.5 %
<b>Total Purchased Professional &amp; Technical Services</b>	<b>5,004,378</b>	<b>1,439,087</b>	<b>28.8 %</b>
<b>Purchased Property Services</b>			
0410 - Utility Services	2,000	2,484	124.2 %
0440 - Rentals	16,000	7,652	47.8 %
0441 - Rental of Land & Buildings	139,999	59,801	42.7 %
0442 - Rental of Equipment & Vehicles	28,000	6,588	23.5 %
0443 - Rental of Computers & Related Equipment	879,575	238,369	27.1 %
0450 - Construction Services	0	13,138	0.0 %
0490 - Other Purchased Property Services	2,394	511	21.3 %
<b>Total Purchased Property Services</b>	<b>1,067,968</b>	<b>328,543</b>	<b>30.8 %</b>
<b>Other Purchased Services</b>			
0518 - Student Day Trips/Field Trips (includes Admission Charges)	30,921	1,451	4.7 %
0522 - Liability Insurance	64,999	64,389	99.1 %
0530 - Communication (Telephone & Other)	127,500	66,742	52.3 %
0550 - Printing and Binding	2,416	0	0.0 %
0561 - Student Tuition to other LEAs In State	0	3,091	0.0 %
0580 - Travel/Per Diem	45,101	50,213	111.3 %
<b>Total Other Purchased Services</b>	<b>270,937</b>	<b>185,886</b>	<b>68.6 %</b>
<b>Supplies &amp; Materials</b>			
0610 - General Supplies	1,713,934	803,214	46.9 %
0641 - Textbooks	3,590	1,164	32.4 %
0642 - E-Textbooks / Online Curriculum	3,933,627	1,962,660	49.9 %

**Utah Virtual Academy  
Statement of Activities  
As of December 31, 2022**

	<b>Annual June 30, 2023</b>	<b>Year-to-Date</b>	
	<b>Budget</b>	<b>Actual</b>	<b>% of Budget</b>
0644 - Library Books	12,500	0	0.0 %
0650 - Supplies - Technology Related	48,194	18,913	39.2 %
0670 - Software	145,500	116,618	80.1 %
<b>Total Supplies &amp; Materials</b>	<b>5,857,345</b>	<b>2,902,569</b>	<b>49.6 %</b>
<b>Property</b>			
0730 - Equipment	35,000	0	0.0 %
0733 - Furniture and Fixtures	180,000	86,206	47.9 %
<b>Total Property</b>	<b>215,000</b>	<b>86,206</b>	<b>40.1 %</b>
<b>Debt Services &amp; Miscellaneous</b>			
0810 - Dues and Fees	20,000	14,212	71.1 %
<b>Total Debt Services &amp; Miscellaneous</b>	<b>20,000</b>	<b>14,212</b>	<b>71.1 %</b>
<b>Total Expenses</b>	<b>22,410,866</b>	<b>9,252,610</b>	<b>41.3 %</b>
<b>Total Net Income</b>	<b>7,161</b>	<b>1,734,313</b>	<b>24,218.9 %</b>



**Utah Virtual Academy  
Statement of Financial Position  
As of December 31, 2022**

	Period Ending 12/31/2022 <u>Actual</u>	Period Ending 12/31/2021 <u>Actual</u>
<b>Assets &amp; Other Debits</b>		
<b>Current Assets</b>		
Operating Cash		
Cash	5,679,543	7,223,497
Investments	5,839,877	820,535
Operating Cash	<u>11,519,420</u>	<u>8,044,032</u>
Accounts Receivables	69,554	1,064,649
Other Current Assets	0	10,253
<b>Total Current Assets</b>	<u>11,588,974</u>	<u>9,118,934</u>
<b>Net Assets</b>		
Fixed Assets	0	53,979
Depreciation	0	(53,979)
<b>Total Net Assets</b>	<u>0</u>	<u>0</u>
<b>Total Assets &amp; Other Debits</b>	<u>11,588,974</u>	<u>9,118,934</u>
<b>Liabilities &amp; Fund Equity</b>		
<b>Current Liabilities</b>	72,543	858,993
<b>Fund Balance</b>	<u>9,782,118</u>	<u>4,951,096</u>
<b>Net Income</b>	<u>1,734,313</u>	<u>3,308,845</u>
<b>Total Liabilities &amp; Fund Equity</b>	<u>11,588,974</u>	<u>9,118,934</u>

**Utah State Board of Education**  
**Allotment Memo**  
for Fiscal Year/Period 2023/06

Type: **01CHARTER**  
Recipient: **SFO UTAH VIRTUAL ACADEMY**

Major Program	Program	District Pgm/Rev	Current_Budget	Current Month	Year-to-Date	Grant to Date	Remaining Balance
84010 SAS-Title I Grants to LEA	20T1FT 20T1FT Title IA Flow-Through FFY2020	7801/4800	369,210.58	0.00	0.00	369,210.58	0.00
	20T1SF 20T1SF SIG (a) Flow Through FFY2020	7801/4800	139,330.50	0.00	139,330.50	139,330.50	0.00
	21T1FT 21T1FT Title IA Flow-Through FFY2021	7801/4800	327,053.25	0.00	72,688.86	327,053.25	0.00
	21T1SF 21T1SF SIG (a) Flow Through FFY2021	7801/4800	9,539.47	0.00	9,539.47	9,539.47	0.00
	22T1FT 22T1FT Title IA Flow-Through FFY2022	7801/4800	626,580.01	0.00	617,195.85	617,195.85	9,384.16
<b>84010 SAS-Title I Grants to LEA - Summary</b>			<b>1,471,713.81</b>	<b>0.00</b>	<b>838,754.68</b>	<b>1,462,329.65</b>	<b>9,384.16</b>
84027 SPED-IDEA Disabilities Educ Act	21FTFL 21FTFL IDEA Flow-Through Formula FFY2021	7524/4524	280,170.73	0.00	280,170.73	280,170.73	0.00
	22FTFL 22FTFL IDEA Flow-Through Formula FFY2022	7524/4524	456,879.78	108,896.47	108,896.47	108,896.47	347,983.31
<b>84027 SPED-IDEA Disabilities Educ Act - Summary</b>			<b>737,050.51</b>	<b>108,896.47</b>	<b>389,067.20</b>	<b>389,067.20</b>	<b>347,983.31</b>
84027X SPED-IDEA ARP	22ARPI 22ARPI SPED IDEA ARP FFY2022	7525/4500	127,019.84	0.00	0.00	0.00	127,019.84
<b>84027X SPED-IDEA ARP - Summary</b>			<b>127,019.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>127,019.84</b>
84173 SPED-Preschool Special Educ IDEA	21PRE 21PRE Preschool SPED Flow-through FFY2021	7522/4522	3,991.53	0.00	3,991.53	3,991.53	0.00
	22PRE 22PRE Preschool SPED Flow-through FFY2022	7522/4522	7,849.63	0.00	7,849.63	7,849.63	0.00
<b>84173 SPED-Preschool Special Educ IDEA - Summary</b>			<b>11,841.16</b>	<b>0.00</b>	<b>11,841.16</b>	<b>11,841.16</b>	<b>0.00</b>
84173X SPED-IDEA ARP Preschool	22ARPP 22ARPP IDEA ARP Preschool FFY2022	7523/4500	9,761.90	0.00	0.00	0.00	9,761.90
<b>84173X SPED-IDEA ARP Preschool - Summary</b>			<b>9,761.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,761.90</b>
84365 SAS-English Language Acq-Formula-Title III	22ELFT 22ELFT Flow-through FFY2022	7880/4800	10,843.53	0.00	0.00	0.00	10,843.53
<b>84365 SAS-English Language Acq-Formula-Title III - Summary</b>			<b>10,843.53</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,843.53</b>
84367 T&L-Improving Teacher Quality-State	202FT 202FT Title IIA Formula Flow Through FFY2020	7860/4800	50,497.25	0.00	17,555.18	50,497.25	0.00
	212FT 212FT Title IIA Formula Flow Through FFY2021	7860/4800	45,867.55	0.00	45,867.55	45,867.55	0.00
	222FT 222FT Title IIA Formula Flow Through FFY2022	7860/4800	52,368.56	0.00	0.00	0.00	52,368.56
	232FT 232FT Title IIA Formula Flow Through FFY2023	7860/4800	59,327.00	0.00	0.00	0.00	59,327.00
<b>84367 T&amp;L-Improving Teacher Quality-State - Summary</b>			<b>208,060.36</b>	<b>0.00</b>	<b>63,422.73</b>	<b>96,364.80</b>	<b>111,695.56</b>
84424A T&L-Student Support Academic Enrichment Grants	204AFT 204AFT Supporting Effective Instruction	7905/4800	10,000.00	0.00	10,000.00	10,000.00	0.00
	214AFT 214AFT Supporting Effective Instruction	7905/4800	26,489.63	0.00	26,489.63	26,489.63	0.00
	224AFT 224AFT Supporting Effective Instruction Flow-Through	7905/4800	22,210.50	0.00	0.00	0.00	22,210.50
<b>84424A T&amp;L-Student Support Academic Enrichment Grants - Summary</b>			<b>58,700.13</b>	<b>0.00</b>	<b>36,489.63</b>	<b>36,489.63</b>	<b>22,210.50</b>
84425C SSS-Governors Emergency Education Relief	21GEER 21GEER GEER II Gov Emergency Education Relief FFY21	7230/4200	52,442.74	0.00	0.00	0.00	52,442.74
<b>84425C SSS-Governors Emergency Education Relief - Summary</b>			<b>52,442.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>52,442.74</b>
84425D SSS-Ellem & Secondary School Emergency Relief	20ESSR 20ESSR ESSER Funds to LEAs FFY2020	7210/4200	299,585.59	0.00	299,585.59	299,585.59	0.00
	20ESSV 20ESSV ESSER SEA Reservation FFY2020	7210/4200	1,338,041.60	0.00	0.00	1,338,041.60	0.00
	21ESSR 21ESSR ESSER II Funds to LEAs FFY2021	7215/4200	1,210,642.34	0.00	17,347.41	17,347.41	1,193,294.93
<b>84425D SSS-Ellem &amp; Secondary School Emergency Relief - Summary</b>			<b>2,848,269.53</b>	<b>0.00</b>	<b>316,933.00</b>	<b>1,654,974.60</b>	<b>1,193,294.93</b>
84425U SSS- American Rescue Plan ACT of 2021	21ARPF 21ARPF American Rescue Plan-Flow-through FFY2021	7225/4200	2,720,710.63	0.00	98,949.39	98,949.39	2,621,761.24
<b>84425U SSS- American Rescue Plan ACT of 2021 - Summary</b>			<b>2,720,710.63</b>	<b>0.00</b>	<b>98,949.39</b>	<b>98,949.39</b>	<b>2,621,761.24</b>
84425W SSS- ARP ESSER Homeless Children & Youth	21ARPH 21ARPH ARP ESSER Homeless Children & Youth FFY2021	7235/4200	9,321.70	0.00	0.00	0.00	9,321.70
<b>84425W SSS- ARP ESSER Homeless Children &amp; Youth - Summary</b>			<b>9,321.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,321.70</b>
CTE CTE-Career & Technical Education	22PKH 22PKH General Financial Literacy SFY2022	5660/3800	2,671.00	0.00	0.00	2,671.00	0.00
<b>CTE CTE-Career &amp; Technical Education - Summary</b>			<b>2,671.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,671.00</b>	<b>0.00</b>
MSPB MSPB-Minimum School Programs Basic	22PPA 22PPA Kindergarten SFY2022	VAR/3005	389,218.43	0.00	0.00	389,218.43	0.00
	22PPB 22PPB Grades 1-12 SFY2022	VAR/3010	10,298,748.17	0.00	0.00	10,298,748.17	0.00
	22PPBD 22PPBD Pub Ed Online Dist SFY2022	VAR/3010	985,302.00	0.00	0.00	985,302.00	0.00
	22PPBO 22PPBO Pub Ed Online Offset SFY2022	VAR/3010	-2,124.00	0.00	0.00	-2,124.00	0.00
	22PPD 22PPD Professional Staff SFY2022	VAR/3020	871,913.63	0.00	0.00	871,913.63	0.00
	22PPF 22PPF Special Education - Add-on SFY2022	1205/3100	2,622,828.97	0.00	0.00	2,622,828.97	0.00
	22PPH 22PPH Special Education - Self-contained SFY2022	1210/3100	118,015.52	0.00	0.00	118,015.52	0.00
	22PPI 22PPI Special Education - Extended Year SFY2022	1220/3100	11,032.20	0.00	0.00	11,032.20	0.00
	22PPK 22PPK CTE ADM SFY2022	6XXX/3100	371,804.00	0.00	0.00	371,804.00	0.00
	22PPKA 22PPKA CTE Summer Agriculture SFY2022	6100/3100	0.00	0.00	0.00	0.00	0.00
	22PPKE 22PPKE CTE Technical Student Orgs SFY2022	6000/3100	4,821.00	0.00	0.00	4,821.00	0.00
	22PPKF 22PPKF CTE Skill Certification Competency SFY2022	6000/3100	9,058.00	0.00	0.00	9,058.00	0.00
	22PPL 22PPL Class Size Reduction SFY2022	5201/3100	643,688.07	0.00	0.00	643,688.07	0.00
	22PPN 22PPN Special Education - Impact Aid SFY2022	1225/3100	44,497.49	0.00	0.00	44,497.49	0.00
	22PPP 22PPP SPED Extended Yr Special Educators	1278/3100	11,484.00	0.00	0.00	11,484.00	0.00
	22PPR 22PPR Students At-Risk Add-on	5344/3100	183,117.67	0.00	0.00	183,117.67	0.00
	23PPA 23PPA Kindergarten SFY2023	VAR/3005	214,057.75	17,838.15	107,028.88	107,028.88	107,028.87
	23PPB 23PPB Grades 1-12 SFY2023	VAR/3010	7,873,717.74	656,000.87	3,937,712.55	3,937,712.55	3,936,005.19
	23PPBD 23PPBD Pub Ed Online Dist SFY2023	VAR/3010	407,931.00	44,354.00	407,931.00	407,931.00	0.00
	23PPBO 23PPBO Pub Ed Online Offset SFY2023	VAR/3010	-468.00	0.00	-468.00	-468.00	0.00
	23PPD 23PPD Professional Staff SFY2023	VAR/3020	654,213.50	54,432.95	327,615.83	327,615.83	326,597.67
	23PPF 23PPF Special Education - Add-on SFY2023	1205/3100	2,166,092.45	139,243.56	1,330,631.12	1,330,631.12	835,461.33
	23PPH 23PPH Special Education - Self-contained SFY2023	1210/3100	155,821.93	12,965.16	77,910.96	77,910.96	77,910.97
	23PPI 23PPI Special Education - Extended Year SFY2023	1220/3100	2,259.00	188.25	1,129.50	1,129.50	1,129.50
	23PPK 23PPK CTE ADM SFY2023	VAR/3100	257,798.00	17,088.13	155,269.25	155,269.25	102,528.75
	23PPKB 23PPKB CTE Comprehensive Counseling & Guide SFY2023	5903/3100	55,319.00	4,749.92	28,499.51	28,499.51	26,819.49
	23PPKE 23PPKE CTE Technical Student Orgs SFY2023	6000/3100	814.00	51.33	505.99	505.99	308.01
	23PPKF 23PPKF CTE Skill Certification Competency SFY2023	6000/3100	9,655.00	804.59	4,827.50	4,827.50	4,827.50
	23PPL 23PPL Class Size Reduction SFY2023	5201/3100	429,896.47	35,824.71	214,948.24	214,948.24	214,948.23
	23PPN 23PPN Special Education - Impact Aid SFY2023	1225/3100	34,533.69	2,877.81	17,266.86	17,266.86	17,266.83
	23PPR 23PPR Students At-Risk Add-on	5344/3100	280,711.67	23,392.64	140,355.84	140,355.84	140,355.83
<b>MSPB MSPB-Minimum School Programs Basic - Summary</b>			<b>29,105,758.35</b>	<b>1,009,832.07</b>	<b>6,751,165.03</b>	<b>23,314,570.18</b>	<b>5,791,188.17</b>
MSPRB MSPRB-Minimum School Programs Related to Basic	21PQS 21PQS Teacher Salary Supplement Program SFY2021	5807/3400	161,145.97	0.00	0.00	161,145.97	0.00
	22POHG 22POHG Enhancement for Accelerated Students Prog-GT	5331/3300	11,193.83	0.00	0.00	11,193.83	0.00
	22POI 22POI Concurrent Enrollment SFY2022	5333/3300	9,463.22	0.00	0.00	9,463.22	0.00
	22PQM 22PQM School Land Trust Program SFY2022	5420/3500	407,456.00	0.00	0.00	407,456.00	0.00
	22PON 22PON Charter School Local Replacement SFY2022	5619/3200	5,742,326.00	0.00	0.00	5,742,326.00	0.00
	22POP 22POP Early Literacy Program SFY2022	5805/3300	203,615.20	0.00	0.00	203,615.20	0.00
	22POR 22POR Educator Salary Adjustments SFY2022	5876/3400	677,325.33	0.00	0.00	677,325.33	0.00
	22PQS 22PQS Teacher Salary Supplement Program SFY2022	5807/3400	88,504.96	0.00	0.00	88,504.96	0.00
	22PQT 22PQT Library Books & Electronic Resources SFY2022	5810/3500	2,672.93	0.00	0.00	2,672.93	0.00
	22PUA 22PUA Teacher Supplies & Materials SFY2022	5868/3400	20,318.11	0.00	0.00	20,318.11	0.00
	22PUC 22PUC Grants for Professional Learning SFY2022	5666/3500	10,586.90	0.00	0.00	10,586.90	0.00
	22PUE 22PUE Charter School Funding Base Prog SFY2022	VAR/3200	195,343.02	0.00	0.00	195,343.01	0.01
	22PUJ 22PUJ English Lang Learner Software Support SFY2022	5911/3400	25,641.70	6,350.00	6,350.00	6,350.00	19,291.70
	22PUU 22PUU Teacher and Student Success Program	5678/3500	589,879.65	0.00	0.00	589,879.65	0.00
	22PUV 22PUV Student Health & Counseling Support Pgm	5679/3500	118,250.00	0.00	0.00	29,562.50	88,687.50
	23PQM 23PQM School Land Trust Program SFY2023	5420/3500	287,082.44	0.00	287,082.44	287,082.44	0.00
	23PON 23PON Charter School Local Replacement SFY2023	5619/3200	5,291,917.00	416,765.71	2,791,322.75	2,791,322.75	2,500,594.25
	23POP 23POP Early Literacy Program SFY2023	5805/3300	110,874.87	7,124.70	51,207.69	51,207.69	59,667.18
	23POR 23POR Educator Salary Adjustments SFY2023	5876/3400	644,381.46	52,325.79	330,426.70	330,426.70	313,954.76
	23PQT 23PQT Library Books & Electronic Resources SFY2023	5810/3500	2,672.93	222.74	1,336.46	1,336.46	1,336.47
	23PUA 23PUA Teacher Supplies & Materials SFY2023	5868/3400	19,690.02	0.00	19,690.02	19,690.02	0.00
	23PUC 23PUC Grants for Professional Learning SFY2023	5666/3500	6,168.40	526.94	3,161.63	3,161.63	3,006.77

	23PUE 23PUE Charter School Funding Base Prog SFY2023	VAR/3200	169,227.42	13,231.76	89,836.89	89,836.89	79,390.53
<b>MSPRB MSPRB-Minimum School Programs Related to Basic - Summary</b>			<b>14,795,737.36</b>	<b>496,547.64</b>	<b>3,580,414.58</b>	<b>11,729,808.19</b>	<b>3,065,929.17</b>
PEESRA PEESRA-Public Ed Economic Stabilization Rest Acct	23ELOO 23ELOO Early Literacy Outcomes One-time PESSRA	5697/3800	8,612.00	0.00	0.00	0.00	8,612.00
	23POD 23POD Public Ed Capital & Technology PEESRA	5653/3200	248,730.14	0.00	248,730.14	248,730.14	0.00
	23PUI 23PUI English Language Learner Software SupportPEESRA	5911/3400	12,976.42	0.00	0.00	0.00	12,976.42
	23PUY 23PUY Educator Professional Time PEESRA	5651/3200	209,343.99	0.00	209,343.99	209,343.99	0.00
<b>PEESRA PEESRA-Public Ed Economic Stabilization Rest Acct - Summary</b>			<b>479,662.55</b>	<b>0.00</b>	<b>458,074.13</b>	<b>458,074.13</b>	<b>21,588.42</b>
SAS SAS-Student Advocacy Services	18PKUR 18PKUR School Turnaround-Recruitment & RetentionSFY18	5687/3800	174,000.00	0.00	0.00	0.00	174,000.00
	S18PKU S18PKU School Turnaround & Leadership Dev SFY2018 PSC	5295/3800	3,200.00	0.00	0.00	3,200.00	0.00
<b>SAS SAS-Student Advocacy Services - Summary</b>			<b>177,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,200.00</b>	<b>174,000.00</b>
SSS SSS-Student Support Services	22ECSN 22ECSN Electronic Cigarette Substance & Nicotine Prev	5673/3800	4,000.00	0.00	4,000.00	4,000.00	0.00
	22SUPV 22SUPV Suicide Prevention SFY2022	5674/3800	1,000.00	0.00	0.00	1,000.00	0.00
	23SUPV 23SUPV Suicide Prevention SFY2023	5674/3800	1,000.00	0.00	1,000.00	1,000.00	0.00
<b>SSS SSS-Student Support Services - Summary</b>			<b>6,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>6,000.00</b>	<b>0.00</b>
T&L T&L-Teaching & Learning	20PJB 20PJB STEM Endorsement Incentives SFY2020	5644/3800	700.00	0.00	700.00	700.00	0.00
	22DRED 22DRED Drivers Ed SFY2022	5610/3800	2,550.00	0.00	1,770.00	2,550.00	0.00
	22SOEF 22SOEF Statewide Online Ed Program SFY2022	5380/3800	271,062.00	5,956.00	55,303.00	271,062.00	0.00
<b>T&amp;L T&amp;L-Teaching &amp; Learning - Summary</b>			<b>274,312.00</b>	<b>5,956.00</b>	<b>57,773.00</b>	<b>274,312.00</b>	<b>0.00</b>
<b>SF0 UTAH VIRTUAL ACADEMY - Summary</b>			<b>53,107,077.10</b>	<b>1,621,232.18</b>	<b>12,607,884.53</b>	<b>39,538,651.93</b>	<b>13,568,425.17</b>
Dec 30, 2022					9:04:42 AM		

# Utah Virtual Academy Reconciliation Report

As Of 12/31/2022  
Account: UTVA Zions Bank Operating

Statement Ending Balance	5,679,743.18
Deposits in Transit	0.00
Outstanding Checks and Charges	(200.00)
Adjusted Bank Balance	5,679,543.18
Book Balance	5,679,543.18
Adjustments*	0.00
Adjusted Book Balance	5,679,543.18

Total Checks and Charges Cleared	6,690,069.04	Total Deposits Cleared	1,621,232.18
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
General Ledger Entry	ALLOTMENT- UTAH VIRTUAL	12/31/2022		1,621,232.18	
Total Deposits				1,621,232.18	0.00

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
Salt Lake Speech and Language		03/23/2022	28634		200.00
CommCore LLC		11/23/2022	29172	7,470.99	
IXL LEARNING		11/23/2022	29173	9,095.00	
MOUNTAIN STATE SCHOOLBOOK DEPOSITORY		11/23/2022	29174	5,228.14	
General Ledger Entry	CASH	12/01/2022		4,843.17	
General Ledger Entry	CASH	12/01/2022		396,406.24	
General Ledger Entry	CASH	12/01/2022		543.18	
Certified Languages International		12/09/2022	29175	56.25	
DOTCOM THERAPY, LLC		12/09/2022	29176	1,664.30	
E-Therapy LLC		12/09/2022	29177	611.00	
FedEx	4865-4182-2	12/09/2022	29178	11.96	
JOSTENS, INC		12/09/2022	29179	13.32	
SURF AND SKI SPEECH THERAPY		12/09/2022	29180	2,116.50	
Utah State University Tooele		12/09/2022	29181	870.00	
AIOA, LLC		12/09/2022	29182	3,000.00	
Bilingual Psychological Services, LLC		12/09/2022	29183	6,197.50	
Boulder Consulting		12/09/2022	29184	4,378.50	
Comprehensive Psychological		12/09/2022	29185	3,850.00	
Gardner Batt, LLC		12/09/2022	29186	21,942.52	
PULSE TECHNOLOGIES, INC.		12/09/2022	29187	8,813.48	
ROCKY MOUNTAIN UNIVERSITY OF HEALTH PROFESSIONS		12/09/2022	29188	3,311.75	
Shelley Jo Dula		12/09/2022	29189	3,737.50	
Solas Pyschological		12/09/2022	29190	8,093.75	
Boulder Consulting		12/15/2022	29191	5,963.26	
E-Therapy LLC		12/15/2022	29192	4,504.15	
Formative		12/15/2022	29193	28,290.00	
Kearns Oquirrh Park		12/15/2022	29194	2,000.00	
LEXIA LEARNING SYSTEMS LLC		12/15/2022	29195	59.00	
PULSE TECHNOLOGIES, INC.		12/15/2022	29196	7,428.45	

# Utah Virtual Academy Reconciliation Report

As Of 12/31/2022

Account: UTVA Zions Bank Operating

ACADEMICA WEST, LLC	12/15/2022	29228	31,491.68
K12 Management Inc.	12/15/2022	29229	647,252.77
General Ledger Entry CASH	12/15/2022		22,707.04
General Ledger Entry CASH	12/15/2022		394,897.90
AMBER MEYERS	12/16/2022	29197	313.56
Amy Bartlett	12/16/2022	29198	477.06
Cassondra Asay	12/16/2022	29199	317.35
DONOVAN WIXOM	12/16/2022	29200	293.55
Emily Griffin	12/16/2022	29201	218.62
Erin Cluff	12/16/2022	29202	275.72
Hayley McHam	12/16/2022	29203	229.35
Isaac Rodenbough	12/16/2022	29204	51.83
JADEN HARDING	12/16/2022	29205	455.60
JANALEE MILLER	12/16/2022	29206	168.36
Jennifer Wilson	12/16/2022	29207	69.21
JEREMY TROSTLE	12/16/2022	29208	229.18
Jessica Tremea	12/16/2022	29209	88.34
Joni Howe	12/16/2022	29210	42.90
KERI BUSHMAN	12/16/2022	29211	98.87
Kerri Smith	12/16/2022	29212	88.78
Kiely Dewey	12/16/2022	29213	111.76
KIMBERLY JOHAM	12/16/2022	29214	232.65
LAURA SCHMIDT	12/16/2022	29215	102.61
LuAnn Charles	12/16/2022	29216	448.84
Mary Corpuz	12/16/2022	29217	89.51
Megan Nordstrom	12/16/2022	29218	190.95
Melanie Denton	12/16/2022	29219	87.75
PHILIP BRANNON	12/16/2022	29220	207.22
SARA LARSON	12/16/2022	29221	431.93
Sarah Atkinson	12/16/2022	29222	90.68
Sarah Rose	12/16/2022	29223	308.88
Shayla Miller	12/16/2022	29224	90.89
SHELLY NIELSEN	12/16/2022	29225	23.98
Stefanie Cragun	12/16/2022	29226	47.97
Tami Bailey	12/16/2022	29227	72.97
Michelle Orton	12/16/2022	29233	734.27
NEXT GENERATION PROPERTIES, LLC.	12/16/2022	29234	8,854.77
From bank account ' UTVA Zions Bank' to bank account ' UTVA PTIF'	12/16/2022		10,000.00
McKenzie Tyler Reeder	12/19/2022	29230	76.55
Bee You Tees	12/20/2022	29231	4,678.57
KIRTON MCCONKIE	12/20/2022	29232	2,565.00
T-Mobile	12/20/2022	29235	2,990.00
Zions Bank - Hymas CC 0759	12/20/2022		383.70
Zions Bank - Allen CC 0569	12/20/2022		9,997.08
Zions Bank CC-Shelly Strahan	12/20/2022		14,925.31
Zions Bank CC-Meghan Merideth	12/20/2022		1,326.88
From bank account ' UTVA Zions Bank' to bank account ' UTVA PTIF'	12/21/2022		4,990,000.00
Carol Olson	12/22/2022	29236	67.98
JODI SUMSION	12/22/2022	29237	83.61
MYKAYLA HAYDEN	12/22/2022	29238	579.15
<b>Total Checks and Charges</b>			<b>6,690,069.04</b>
			<b>200.00</b>

**ZIONS BANK®**

PO Box 26547, Salt Lake City, UT 84126-0547

**Statement of Accounts**This Statement: December 30, 2022  
Last Statement: November 30, 2022

Primary Account 981714082

0062543

1663-06-0000-ZFN-PG0021-00000

UTAH VIRTUAL ACADEMY  
TIFFANY ALLEN  
310 E 4500 S STE 620  
SALT LAKE CITY UT 84107-4266For 24-hour account  
information, please contact:

1-800-789-BANK (2265)

**zionsbank.com****WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS. ®****SUMMARY OF ACCOUNT BALANCE**

<i>Account Type</i>	<i>Account Number</i>	<i>Checking/Savings Ending Balance</i>	<i>Outstanding Balances Owed</i>
Commercial Analyzed Checking	981714082	\$5,679,743.18	

**COMMERCIAL ANALYZED CHECKING 981714082**

128 0

<i>Previous Balance</i>	<i>Deposits/Credits</i>	<i>Charges/Debits</i>	<i>Checks Processed</i>	<i>Ending Balance</i>
10,748,580.04	1,621,232.18	6,003,230.84	686,838.20	5,679,743.18

**1 DEPOSIT/CREDIT**

<i>Date</i>	<i>Amount</i>	<i>Description</i>
12/30	1,621,232.18	State of Utah UTAHEFT 202212290000751REF # 022363009303529 1120222215

**72 CHARGES/DEBITS**

<i>Date</i>	<i>Amount</i>	<i>Description</i>
12/01	5,228.14	AVIDPAY SERVICE AVIDPAY CK29174 REF # 022335005197844 1119951355
12/01	7,470.99	AVIDPAY SERVICE AVIDPAY CK29172 REF # 022335005197841 1119951354
12/01	9,095.00	AVIDPAY SERVICE AVIDPAY CK29173 REF # 022335005197764 1119951351
12/06	396,406.24	STRATUS.HR EDI PYMNTS 1389573 REF # 022339009428877 1120765534
12/06	26,632.97	CREDIT CARD ECS PAYMENT REF # 022340009973156 1120824029
12/07	543.18	STRATUS.HR EDI PYMNTS 1391340 REF # 022340010680748 1121360926
12/09	4,843.17	STRATUS.HR EDI PYMNTS 1394356 REF # 022343003249002 1119544028
12/13	11.96	AVIDPAY SERVICE AVIDPAY CK29178 REF # 022347005453426 1118416481
12/13	13.32	AVIDPAY SERVICE AVIDPAY CK29179 REF # 022347005464515 1118416547
12/13	56.25	AVIDPAY SERVICE AVIDPAY CK29175 REF # 022347005453420 1118416479
12/13	611.00	AVIDPAY SERVICE AVIDPAY CK29177 REF # 022347005453417 1118416478
12/13	870.00	AVIDPAY SERVICE AVIDPAY CK29181 REF # 022347005464518 1118416548
12/13	1,664.30	AVIDPAY SERVICE AVIDPAY CK29176 REF # 022347005453411 1118416477
12/13	2,116.50	AVIDPAY SERVICE AVIDPAY CK29180 REF # 022347005453423 1118416480
12/14	3,000.00	AVIDPAY SERVICE AVIDPAY CK29182 REF # 022348006475565 1121016577
12/14	3,311.75	AVIDPAY SERVICE AVIDPAY CK29188 REF # 022348006474101 1121016560
12/14	3,737.50	AVIDPAY SERVICE AVIDPAY CK29189 REF # 022348006474095 1121016558
12/14	3,850.00	AVIDPAY SERVICE AVIDPAY CK29185 REF # 022348006475166 1121016575
12/14	4,378.50	AVIDPAY SERVICE AVIDPAY CK29184 REF # 022348006475169 1121016576
12/14	6,197.50	AVIDPAY SERVICE AVIDPAY CK29183 REF # 022348006474098 1121016559
12/14	8,813.48	AVIDPAY SERVICE AVIDPAY CK29187 REF # 022348006474092 1121016557
12/14	21,942.52	AVIDPAY SERVICE AVIDPAY CK29186 REF # 022348006475568 1121016578
12/19	23.98	AVIDPAY SERVICE AVIDPAY CK29225 REF # 022353009899045 1120921816
12/19	42.90	AVIDPAY SERVICE AVIDPAY CK29210 REF # 022353009899637 1120921849
12/19	47.97	AVIDPAY SERVICE AVIDPAY CK29226 REF # 022353009899625 1120921845
12/19	51.83	AVIDPAY SERVICE AVIDPAY CK29204 REF # 022353009897062 1120921780
12/19	59.00	AVIDPAY SERVICE AVIDPAY CK29195 REF # 022353009899598 1120921836
12/19	69.21	AVIDPAY SERVICE AVIDPAY CK29207 REF # 022353009897047 1120921775
12/19	72.97	AVIDPAY SERVICE AVIDPAY CK29227 REF # 022353009899628 1120921846
12/19	87.75	AVIDPAY SERVICE AVIDPAY CK29219 REF # 022353009899649 1120921853
12/19	88.34	AVIDPAY SERVICE AVIDPAY CK29209 REF # 022353009899027 1120921812

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## An Easy Approach To Balancing Your Account

**To reconcile your checkbook balance to your statement balance:** Mark off each entry in your check register that has been charged to your account during the statement period. List the checks you have written, but are not yet charged to your account in the "Checks Outstanding" column below. Then, follow the instructions in lines 1 through 10.

CHECKS OUTSTANDING		CHECKBOOK BALANCE	
Check Number	Check Amount	1. LIST your checkbook balance.	
		2. ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).	
		3. SUBTOTAL:	
		4. SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).	
		5. ADJUSTED CHECKBOOK BALANCE:	
		<i>This balance should agree with line 10, below.</i>	
		STATEMENT BALANCE	
		6. LIST your current statement balance as shown on the front of this statement.	
		7. ADD deposits made, but not shown on this statement.	
		8. SUBTOTAL:	
		9. SUBTRACT total from "Checks Outstanding."	
		10. ADJUSTED STATEMENT BALANCE:	
TOTAL:		<i>This balance should agree with line 5, above.</i>	

*Transfer to Line 9.*

### PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

You must promptly examine your account statements and report any discoverable errors, unauthorized signatures, alterations, missing endorsements, or unauthorized transfers. Failure to do so may result in your loss of certain rights or remedies. For example, you must identify the discoverable alteration or forgery of a check within 30 days of us sending you, or making available to you, the statement reflecting that check, and you must also immediately report to us what you find. Businesses should check their account transactions daily, for which various online services are available. For additional information, please see your deposit account agreement and application service agreement(s) for details. See also the consumer disclosures below.

### CONSUMER ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR CHECK RESERVE TRANSACTIONS

As soon as you can, please notify us if you think an electronic transfer or Check Reserve transaction is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. The provisions in this paragraph do not apply to business or other non-personal accounts. The owners of those accounts must settle all unauthorized transactions or errors within 24 hours of receipt of the item posting in order to be returned.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

**For CHECK RESERVE accounts:** You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts

of your bill that are not in question. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. You must notify us in writing. You can telephone us, but doing so will not preserve your rights. Contact us at Zions Bank, PO Box 25787, Salt Lake City, UT 84125-0787.

**For electronic transfers:** We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Contact us at Zions Bank, EFT Dept. PO Box 25837, Salt Lake City, UT 84125-0837 or 1-800-662-4346.

**Balance Subject to Interest Rate:** We use the method called "average daily balance", (including current transactions) to calculate the daily balance. If you have any further questions about the method and how resulting interest charges are determined, please feel free to contact us at 1-800-974-8800.

**We may report information about your Check Reserve account to credit bureaus.** Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Please notify us if we report any inaccurate information about your account(s) to a credit bureau.** Your written notice describing the specific inaccuracy should be sent to us at the following address: Zions Bank, PO Box 25787, Salt Lake City, UT 84125-0787.

*Thank you for banking with Zions Bank.*

**Visit us online at [www.zionsbank.com](http://www.zionsbank.com)**

Review account balances • Review posted transactions • Pay bills • Transfer funds

**Call 1-800-840-4999 to enroll today**

**ZIONS BANK**

PO Box 26547, Salt Lake City, UT 84126-0547

December 30, 2022  
UTAH VIRTUAL ACADEMY  
981714082

Continued ...

Date	Amount	Description
12/19	88.78	AVIDPAY SERVICE AVIDPAY CK29212 REF # 022353009899030 1120921813
12/19	89.51	AVIDPAY SERVICE AVIDPAY CK29217 REF # 022353009899616 1120921842
12/19	90.68	AVIDPAY SERVICE AVIDPAY CK29222 REF # 022353009897030 1120921772
12/19	90.89	AVIDPAY SERVICE AVIDPAY CK29224 REF # 022353009897059 1120921779
12/19	98.87	AVIDPAY SERVICE AVIDPAY CK29211 REF # 022353009899631 1120921847
12/19	102.61	AVIDPAY SERVICE AVIDPAY CK29215 REF # 022353009899643 1120921851
12/19	111.76	AVIDPAY SERVICE AVIDPAY CK29213 REF # 022353009899610 1120921840
12/19	168.36	AVIDPAY SERVICE AVIDPAY CK29206 REF # 022353009899646 1120921852
12/19	190.95	AVIDPAY SERVICE AVIDPAY CK29218 REF # 022353009899024 1120921811
12/19	207.22	AVIDPAY SERVICE AVIDPAY CK29220 REF # 022353009899607 1120921839
12/19	218.62	AVIDPAY SERVICE AVIDPAY CK29201 REF # 022353009899622 1120921844
12/19	229.18	AVIDPAY SERVICE AVIDPAY CK29208 REF # 022353009897070 1120921782
12/19	229.35	AVIDPAY SERVICE AVIDPAY CK29203 REF # 022353009899640 1120921850
12/19	232.65	AVIDPAY SERVICE AVIDPAY CK29214 REF # 022353009899052 1120921817
12/19	275.72	AVIDPAY SERVICE AVIDPAY CK29202 REF # 022353009897033 1120921773
12/19	293.55	AVIDPAY SERVICE AVIDPAY CK29200 REF # 022353009897065 1120921781
12/19	308.88	AVIDPAY SERVICE AVIDPAY CK29223 REF # 022353009897053 1120921777
12/19	313.56	AVIDPAY SERVICE AVIDPAY CK29197 REF # 022353009897056 1120921778
12/19	317.35	AVIDPAY SERVICE AVIDPAY CK29199 REF # 022353009897044 1120921774
12/19	431.93	AVIDPAY SERVICE AVIDPAY CK29221 REF # 022353009899033 1120921814
12/19	448.84	AVIDPAY SERVICE AVIDPAY CK29216 REF # 022353009897050 1120921776
12/19	455.60	AVIDPAY SERVICE AVIDPAY CK29205 REF # 022353009899604 1120921838
12/19	477.06	AVIDPAY SERVICE AVIDPAY CK29198 REF # 022353009899601 1120921837
12/19	2,000.00	AVIDPAY SERVICE AVIDPAY CK29194 REF # 022353009899619 1120921843
12/19	4,504.15	AVIDPAY SERVICE AVIDPAY CK29192 REF # 022353009899595 1120921835
12/19	5,963.26	AVIDPAY SERVICE AVIDPAY CK29191 REF # 022353009899634 1120921848
12/19	7,428.45	AVIDPAY SERVICE AVIDPAY CK29196 REF # 022353009899036 1120921815
12/19	28,290.00	AVIDPAY SERVICE AVIDPAY CK29193 REF # 022353009899613 1120921841
12/20	10,000.00	Utah State Treas MIXED 8333 REF # 022353010963728 1119771702
12/21	76.55	AVIDPAY SERVICE AVIDPAY CK29230 REF # 022355002191785 1119116827
12/21	734.27	AVIDPAY SERVICE AVIDPAY CK29233 REF # 022355002193558 1119116872
12/21	2,565.00	AVIDPAY SERVICE AVIDPAY CK29232 REF # 022355002193555 1119116871
12/21	2,990.00	AVIDPAY SERVICE AVIDPAY CK29235 REF # 022355002193561 1119116873
12/21	4,678.57	AVIDPAY SERVICE AVIDPAY CK29231 REF # 022355002193552 1119116870
12/21	8,854.77	AVIDPAY SERVICE AVIDPAY CK29234 REF # 022355002193039 1119116845
12/21	394,897.90	STRATUS.HR EDI PYMNTS 1411005 REF # 022355002183683 1119116262
12/22	22,707.04	STRATUS.HR EDI PYMNTS 1412029 REF # 022355003128072 1119760896
12/22	4,990,000.00	Utah State Treas MIXED 8333 REF # 022355003175605 1119761483
12/27	67.98	AVIDPAY SERVICE AVIDPAY CK29236 REF # 022361005564937 1121232911
12/27	83.61	AVIDPAY SERVICE AVIDPAY CK29237 REF # 022361005564948 1121232915
12/27	579.15	AVIDPAY SERVICE AVIDPAY CK29238 REF # 022361005564953 1121232916

**3 CHECKS PROCESSED**

Number.....	Date.....	Amount	Number.....	Date.....	Amount	Number.....	Date.....	Amount
29190	12/16	8,093.75	29228*	12/16	31,491.68	29229	12/21	647,252.77

\* Not in check sequence

**AGGREGATE OVERDRAFT AND RETURNED ITEM FEES**

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

**DAILY BALANCES**

Date.....	Balance	Date.....	Balance	Date.....	Balance
12/01	10,726,785.91	12/14	10,237,785.77	12/21	9,071,948.78
12/06	10,303,746.70	12/16	10,198,200.34	12/22	4,059,241.74
12/07	10,303,203.52	12/19	10,143,998.61	12/27	4,058,511.00
12/09	10,298,360.35	12/20	10,133,998.61	12/30	5,679,743.18
12/13	10,293,017.02				





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# Utah Virtual Academy Reconciliation Report

As Of 12/31/2022  
Account: PTIF - UTVA

Statement Ending Balance	5,838,138.63
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	<u>5,838,138.63</u>
Book Balance	5,838,138.63
Adjustments*	0.00
Adjusted Book Balance	<u>5,838,138.63</u>

Total Checks and Charges Cleared	0.00	Total Deposits Cleared	5,007,997.45
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	From bank account ' UTVA Zions Bank' to bank account ' UTVA PTIF'	12/16/2022		10,000.00	
	From bank account ' UTVA Zions Bank' to bank account ' UTVA PTIF'	12/21/2022		4,990,000.00	
	REINVESTMENT	12/31/2022		7,997.45	
Total Deposits				<u>5,007,997.45</u>	<u>0.00</u>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
Total Checks and Charges				<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACCOUNT  
**P T I F**  
UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager  
PO Box 142315  
350 N State Street, Suite 180  
Salt Lake City, Utah 84114-2315  
Local Call (801) 538-1042 Toll Free (800) 395-7665  
[www.treasurer.utah.gov](http://www.treasurer.utah.gov)

UTAH VIRTUAL ACADEMY  
STACY LINRUD  
310 EAST 4500 SOUTH #620  
MURRAY UTAH 84107

<b>Account</b>	<b>Account Period</b>
<b>8333</b>	December 01, 2022 through December 31, 2022

**Summary**

Beginning Balance	\$ 830,141.18	Average Daily Balance	\$ 2,443,689.57
Deposits	\$ 5,007,997.45	Interest Earned	\$ 7,997.45
Withdrawals	\$ 0.00	360 Day Rate	3.8005
Ending Balance	\$ 5,838,138.63	365 Day Rate	3.8533

Date	Activity	Deposits	Withdrawals	Balance
12/01/2022	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 830,141.18
12/20/2022	Dec 2022	\$ 10,000.00	\$ 0.00	\$ 840,141.18
12/22/2022	Dec 22 B	\$ 4,990,000.00	\$ 0.00	\$ 5,830,141.18
12/31/2022	REINVESTMENT	\$ 7,997.45	\$ 0.00	\$ 5,838,138.63
12/31/2022	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 5,838,138.63



Birch Grove Software Inc (dba ActivTrak)  
1301 South Mo Pac Expressway, Suite LL25  
Austin, Texas 78746  
United States

## INVOICE

Invoice # **338611**  
Invoice Date **Dec 28, 2022**  
Invoice Amount **\$9,862.38 (USD)**  
Customer ID **Acct325738**  
Payment Terms **Net 30**  
Due Date **Jan 27, 2023**

**POSTED**

**BILLED TO**  
Meghan Merideth  
Utah Virtual Academy  
mmerideth@k12.com

**SUBSCRIPTION**  
Billing Period **Dec 28, 2022 to Dec 27, 2023**  
Next Billing Date **Dec 28, 2023**

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
ActivTrak Advanced (USD / Annual Plan)	187	\$52.74	\$9,862.38
			<b>Total \$9,862.38</b>

**Amount Due (USD) \$9,862.38**

### NOTES

\*\*\*\*\*IF PAYING WITH A PHYSICAL CHECK, MAIL TO: P.O. Box 670534 Dallas, TX 75267-0534\*\*\*\*\* \*\*\*\*\*IF PAYING BY WIRE TRANSFER OR PHYSICAL CHECK, PLEASE REFERENCE YOUR INVOICE NUMBER IN THE NOTES\*\*\*\*\*

### TRANSFER DETAILS

#### BANK TRANSFER

**BANK NAME**  
Comerica

**ACCOUNT NUMBER**  
1883153007

**ROUTING NUMBER**  
111000753

**ADDRESS**  
300 W. 6th Street Suite 2250. Austin,  
TX 78701

**SWIFT CODE**  
MNBD US 33



Learning Ally, Inc.  
20 Roszel Road, Princeton, NJ 08540  
Phone: 800-221-4792 | Fax: 609-751-5263  
www.learningally.org

# Proposal

Acct. No.	Date	Proposal #
11449776	1/10/2023	38658
Expires	Sales Rep	
2/9/2023	Zay, April	

## Bill To

UTAH VIRTUAL ACADEMY  
512 E 4500 S STE 2000  
SALT LAKE CTY UT 84107-2927

## Ship To

UTAH VIRTUAL ACADEMY  
512 E 4500 S STE 2000  
SALT LAKE CTY UT 84107-2927

## Attention

Joette Hayden

Email: jhayden@utahvirtual.org

Phone: 801-262-4922

## Accounts Payable Billing Contact

Email Address:

Quantity	Item	Options	Rate	Amount
1	3-year Extra Large Building License with Access for Eligible Students		\$9,297.00	\$9,297.00
	5% Discount for new 3-year contract			(\$464.85)
1	Your journey begins by getting to know the solution, including an overview of the teacher and student experience and an introduction to the technology, available content, and instructional tools that will support you and the literacy success of your students. Discover implementation routines that will help you maximize the impact of whichever solution you are using right from the start. (90 minutes)		\$450.00	\$450.00
	School Success Coach will provide: Welcome call and on-boarding, monitoring, support, and access to data. Educators will have access to an online implementation success plan for easy 1,2,3 implementation.			



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20 Roszel Road, Princeton, NJ 08540  
Phone: 800-221-4792 | Fax: 609-751-5263  
www.learningally.org

# Proposal

Acct. No.	Date	Proposal #
11449776	1/10/2023	38658
Expires	Sales Rep	
2/9/2023	Zay, April	

Quantity	Item	Options	Rate	Amount
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Utah Virtual Academy agrees and commits to paying Learning Ally for a 3-year license of Learning Ally's Audiobook Solution with the following payment schedule:

\$3,394.05 paid on or before March 30th, 2023

\$2,944.05 paid on or before January 31, 2024

\$2,944.05 paid on or before January 31, 2025

For a total commitment of \$9,282.15.

By signing this Learning Ally Estimate, Utah Virtual School understands and agrees that this commitment is legally binding for the payments listed above.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Subtotal** \$9,282.15

**Total** \$9,282.15



Learning Ally, Inc.  
20 Roszel Road, Princeton, NJ 08540  
Phone: 800-221-4792 | Fax: 609-751-5263  
www.learningally.org

# Proposal

Acct. No.	Date	Proposal #
11449776	1/10/2023	38658
Expires	Sales Rep	
2/9/2023	Zay, April	

The Learning Ally Solution includes:

- 24/7 unlimited access to the Learning Ally online library of 80,000+ human-read audiobooks, including titles with highlighted text, available on iOS (iPad, iPod Touch, iPhone), Android (version 5.0 and higher), MAC, PC and Chromebook
- Educator Portal for progress monitoring and reporting of student reading data
- Customized resources based on individual needs analysis for every enrolled educator
- Goal setting program and resources to get reluctant readers reading
- An online implementation Success Plan, tools, resources and workshops to ensure a successful launch
- Ongoing communications and support from an Educator Success team member to help every enrolled educator through each stage of the solution
- Games and Contests with prizes to reward students' reading progress
- Your acknowledgment of this document agrees to our Terms and Conditions at <https://learningally.org/Terms-of-Service>
- Customer support M-F from 8:30 AM - 6:00 PM EST/EDT or email: CustomerCare@LearningAlly.org

## Payment Methods

☐ Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ (MM/YY)  
Name on Credit Card: \_\_\_\_\_ CVV: \_\_\_\_\_  
Cardholder Signature: \_\_\_\_\_

☐ Purchase Order: PO # \_\_\_\_\_ (Please attach PO)

☐ Check (payable to Learning Ally)

Please provide the contact information for the person responsible for implementing/overseeing the program:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Payment Options

To pay via Credit Card, call April Zay direct at 619-866-3461. To pay with a Purchase Order, send via email to April Zay (azay@learningally.org), fax to 609-751-5263, or mail to 20 Roszel Road, Princeton, NJ 08540.

Checks can be mailed to 20 Roszel Road, Princeton, NJ 08540.

Company Utah Virtual  
 As of Date: 01/10/2023  
 Created On: 01/10/2023

Based on: Bill Date As of Date: 1/10/2023

Vendor ID	Vendor Name	Bill	Bill Date	Due Date	Days	0	1-30	31-60	61-90	91-	Total
V-12959	K12	INV-003-8761	12/01/2022	12/31/2022	41	0.00	0.00	882.00	0.00	0.00	882.00
		INV-003-8760	12/01/2022	12/31/2022	41	0.00	0.00	672.00	0.00	0.00	672.00
		INV-003-8744	12/01/2022	12/31/2022	41	0.00	0.00	19,932.00	0.00	0.00	19,932.00
		INV-003-8745	12/01/2022	12/31/2022	41	0.00	0.00	3,157.00	0.00	0.00	3,157.00
		INV-003-8684	12/01/2022	12/31/2022	41	0.00	0.00	172,239.50	0.00	0.00	172,239.50
		INV-003-8685	12/01/2022	12/31/2022	41	0.00	0.00	9,838.00	0.00	0.00	9,838.00
		INV-003-8638	12/01/2022	12/31/2022	41	0.00	0.00	60,688.00	0.00	0.00	60,688.00
		INV-003-8639	12/01/2022	12/31/2022	41	0.00	0.00	96.00	0.00	0.00	96.00
		INV-003-8593	12/01/2022	12/31/2022	41	0.00	0.00	58,727.50	0.00	0.00	58,727.50
		INV-003-8594	12/01/2022	12/31/2022	41	0.00	0.00	180.00	0.00	0.00	180.00
		INV-003-8843	12/15/2022	12/31/2022	26	0.00	209,928.83	0.00	0.00	0.00	209,928.83
		INV-003-8839	12/01/2022	12/31/2022	41	0.00	0.00	13,170.00	0.00	0.00	13,170.00
		Total for V-12959						0.00	209,928.83	339,582.00	0.00

Grand Totals

0.00	209,928.83	339,582.00	0.00	0.00	549,510.83
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NOT RECOMMENDED FOR PAYMENT

INV-003-8726	12/15/2022	0.00	0.00	0.00	0.00	162,889.00	162,889.00
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based on a percentage of Program Revenues. **Notwithstanding** anything herein to the contrary, if K12 fails to submit invoices within one hundred twenty (120) days of the completion of the period to which such invoice applies or the delivery of any Services or Educational Products hereunder, K12 shall be deemed to have waived its right to compensation for such Services, Educational Products that were not timely invoiced.”



# K12 Management Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. INV-003-8839

## Invoice

<b>Customer</b>		<b>Date</b> <u>12/1/2022</u>
<b>Name</b>	<u>Utah Virtual Academy</u>	<b>Order No.</b> _____
<b>Address</b>	_____	<b>Rep</b> _____
<b>City</b>	_____ <b>State</b> _____ <b>ZIP</b> _____	<b>FOB</b> _____
<b>Phone</b>	_____	

Description	TOTAL
OLSTeacher	\$ 13,170.00
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.	
By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.	
The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.	
Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.	

### Payment Details

#### Wire Details:

Pay: K12 MANAGEMENT  
Bank: PNC  
ABA#: 031000053  
Acct#: 5303550723

#### Check:

K12 Management  
PO Box 824186  
Philadelphia PA 19182-4186

Online Payment: <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 13,170.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 13,170.00</b>



# K12 Management, Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. INV-003-8726

## Invoice

### Customer

Name	Utah Virtual Academy		
Address			
City	State	ZIP	
Phone			

Date	12/15/2022
Order No.	
Rep	
FOB	

Qty	Description	TOTAL
	FY21 M&T True Up	\$ 162,889.00
<p>By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (&amp; Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.</p> <p>The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.</p> <p>Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.</p>		

### Payment Details

#### Wire Details:

Pay: K12 Management  
Bank: PNC Bank  
ABA#: 31000053  
Acct#: 5303550723

#### Check:

K12 Management  
PO Box 824186  
Philadelphia PA 19182-4186

**Online Payment:** <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 162,889.00
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 162,889.00</b>



# K12 Management, Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. INV-003-8843

## INVOICE

### Customer

Name **Utah Virtual Academy**  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Date **12/15/2022**  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Description		TOTAL
<b>For November 2022</b>		
Service Fee	9%	\$ 209,928.83
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.		
<p>By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (&amp; Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.</p> <p>The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.</p> <p>Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.</p>		
Total		\$ 209,928.83
Shipping & Handling		\$ -
Taxes		\$ -
Other		\$ -
<b>TOTAL</b>		<b>\$ 209,928.83</b>

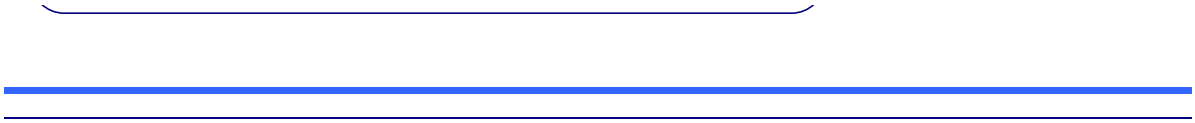
### Payment Details

#### Wire Details:

Pay: K12 Management  
Bank: PNC Bank  
ABA#: 31000053  
Acct#: 5303550723

#### Check:

K12 Management  
PO Box 824186  
Philadelphia PA 19182-4186







## K12 Management Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No.

INV-003-8593

COM

### Invoice

<b>Customer</b>	
Name	Utah Virtual Academy
Address	
City	State ZIP
Phone	

Date	12/1/2022
Order No.	
Rep	
FOB	

Description		TOTAL
Charges for December 2022		
K-8	COMPUTERS UPFRONT K-8	\$ 3,675.00
K-8	COMPUTERS MONTHLY K-8	\$ 26,582.50
HS	COMPUTERS UPFRONT HS	\$ 75.00
HS	COMPUTERS MONTHLY HS	\$ 18,020.00
	COMPUTERS RECLAMATIONS	\$ 9,875.00
	COMPUTERS LOST(DAMAGE)	\$ 500.00
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.		
By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.		
The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.		
Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.		

#### Payment Details

	Wire	ACH	Check
Pay:	K12 Management	K12 Management Inc	K12 Management Inc.
Bank:	PNC Bank	PNC Bank	PO Box 824186
ABA#:	31000053	54000030	Philadelphia PA 19182-4186
Acct#:	5303550723	5303550723	

Online Paymer: <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 58,727.50
Shipping	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 58,727.50</b>



# K12 Management Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. **INV-003-8760**

## Invoice

Customer	
Name	Utah Virtual Academy
Address	
City	
Phone	

Date	12/9/2022
Order No.	
Rep	
FOB	

Description	TOTAL
IST Fee Monthly	\$ 672.00
SubTotal	\$ 672.00
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 672.00</b>

### Payment Details

#### Wire Details:

Pay: K12 Management  
Bank: PNC Bank  
ABA#: 31000053  
Acct#: 5303550723

Online Payment: <https://www.e-billexpress.com/ebpp/StrideK12/>





# K12 Management Inc

11720 Plaza America Drive 9th Fl  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No.

INV-003-8638

MAT

## INVOICE

### Customer

Name Utah Virtual Academy  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

Date 12/1/2022  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Description		TOTAL
<b>Charges for December 2022</b>		
K-8	MATERIALS UPFRONT K-8	\$ 27,739.00
HS	MATERIALS UPFRONT HS	\$ -
K-8	MATERIALS MONTHLY K-8	\$ 31,724.00
	MATERIALS RECLAMATIONS	\$ 1,225.00
		\$ -
	MATERIALS ADDITIONAL	\$ -
	DIGITAL MATERIALS	\$ -
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.		
By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.		
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Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.		

### Payment Details

**Pay:** K12 Management      ACH      K12 Management Inc.      Check      K12 Management Inc  
**Bank:** PNC Bank      PNC Bank      PO Box 824186  
**ABA#:** 31000053      54000030      Philadelphia PA 19182-4186  
**Acct#:** #####      5303550723

**Online Payment** <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 60,688.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 60,688.00</b>



## K12 Management Inc

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. INV-003-8684 OLS

### INVOICE

#### Customer

Name Utah Virtual Academy  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

Date 12/1/2022  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Description		TOTAL
Charges for December 2022		
OLS	OLS UPFRONT K-8	\$ 1,830.00
	OLS MONTHLY K-8	\$ 98,780.00
	OLS UPFRONT HS	\$ (294.00)
	OLS MONTHLY HS	\$ 71,923.50
	OLS SUMMER COURSES	\$ -
Teacher Fees	OLS High School	

By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.

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#### Payment Details

	Wire	ACH	Check
Pay:	K12 Management	K12 Management Inc	K12 Management Inc.
Bank:	PNC Bank	PNC Bank	PO Box 824186
ABA#:	31000053	54000030	Philadelphia PA 18182-4186
Acct#:	5303550723	5303550723	

Online Payment <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 172,239.50
Shipping	\$ -
	\$ -
	\$ -
	\$ 172,239.50





## K12 Management Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No.

INV-003-8594

COM

### Invoice

<b>Customer</b>	
Name	Utah Virtual Academy Part Time
Address	
City	State ZIP
Phone	

Date	12/1/2022
Order No.	
Rep	
FOB	

Description		TOTAL
Charges for December 2022		
K-8	COMPUTERS UPFRONT K-8	\$ -
K-8	COMPUTERS MONTHLY K-8	\$ 45.00
HS	COMPUTERS UPFRONT HS	\$ -
HS	COMPUTERS MONTHLY HS	\$ 135.00
	COMPUTERS RECLAMATIONS	\$ -
	COMPUTERS LOST(DAMAGE)	\$ -
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.		
By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.		
The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.		
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#### Payment Details

	Wire	ACH	Check
Pay:	K12 Management	K12 Management Inc	K12 Management Inc.
Bank:	PNC Bank	PNC Bank	PO Box 824186
ABA#:	31000053	54000030	Philadelphia PA 19182-4186
Acct#:	5303550723	5303550723	

Online Paymer: <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 180.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 180.00</b>



## K12 Management Inc.

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. **INV-003-8761**

### Invoice

<b>Customer</b>	
Name	<b>Utah Virtual Academy Part Time</b>
Address	
City	
Phone	

Date	<b>12/9/2022</b>
Order No.	
Rep	
FOB	

Description	TOTAL
IST Fee Monthly	\$ 882.00
SubTotal	\$ 882.00
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 882.00</b>

#### Payment Details

##### Wire Details:

Pay: K12 Management  
Bank: PNC Bank  
ABA#: 31000053  
Acct#: 5303550723

Online Payment: <https://www.e-billexpress.com/ebpp/StrideK12/>



# K12 Management Inc

11720 Plaza America Drive 9th Fl  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No.

INV-003-8639

MAT

## INVOICE

### Customer

Name Utah Virtual Academy Part Time  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

Date 12/1/2022  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Description	TOTAL
<b>Charges for December 2022</b>	
K-8 MATERIALS UPFRONT K-8	\$ -
HS MATERIALS UPFRONT HS	\$ -
K-8 MATERIALS MONTHLY K-8	\$ 96.00
MATERIALS RECLAMATIONS	\$ -
MATERIALS ADDITIONAL	\$ -
DIGITAL MATERIALS	\$ -
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.	
<p>By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (&amp; Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.</p> <p>The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.</p> <p>Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.</p>	

### Payment Details

**Pay:** K12 Management      ACH      K12 Management Inc.      Check      K12 Management Inc  
**Bank:** PNC Bank      PNC Bank      PO Box 824186  
**ABA#:** 31000053      54000030      Philadelphia PA 19182-4186  
**Acct#:** #####      5303550723

**Online Payment** <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 96.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 96.00</b>



# K12 Management Inc

11720 Plaza America Drive 9th FL  
Reston, VA 20190  
703-483-7222 phone  
703-483-7330 fax

Invoice No. INV-003-8685 OLS

## INVOICE

### Customer

Name	Utah Virtual Academy Part Time		
Address			
City	State	ZIP	
Phone			

Date	12/1/2022
Order No.	
Rep	
FOB	

Description		TOTAL
Charges for December 2022		
OLS	OLS UPFRONT K-8	\$ -
	OLS MONTHLY K-8	\$ 400.00
	OLS UPFRONT HS	\$ (231.00)
	OLS MONTHLY HS	\$ 9,669.00
	OLS SUMMER COURSES	\$ -
Teacher Fees	OLS High School	

By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.

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Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.

### Payment Details

	Wire	ACH	Check
<b>Pay:</b>	K12 Management	K12 Management Inc	K12 Management Inc.
<b>Bank:</b>	PNC Bank	PNC Bank	PO Box 824186
<b>ABA#:</b>	31000053	54000030	Philadelphia PA 18182-4186
<b>Acct#:</b>	5303550723	5303550723	

Online Payment <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 9,838.00
Shipping	\$ -
	\$ -
	\$ -
	\$ 9,838.00



# INVOICE

Invoice #: INV1777  
Invoice Date: 01/01/2023  
Due Date: 01/01/2023

**Academica West**  
290 N Flint St  
Kaysville, UT 84037  
Ph: 801-444-9378  
Fax:

**Bill To:**  
**Utah Virtual Academy**  
310 E 4500 S Suite 620  
Murray, UT 84107  
United States

**Ship To:**  
**Utah Virtual Academy**  
310 E 4500 S Suite 620  
MurrayUT 84107  
United States

Reference #: Monthly Management Fees      Terms:      Due on Receipt

Item	Description	Unit	Quantity	Unit Price	Amount
Management Fees	Management Fees - 1,000 Students @ \$100 per student per Oct 1 Count	Each	83.3333	\$100.00	\$8,333.33
Management Fees	Management Fees - 794 Students @ \$350 per student per Oct 1 Count	Each	66.1667	\$350.00	\$23,158.35
SUBTOTAL					\$31,491.68
TOTAL					\$31,491.68





## Executive Director Report

UTVA Board Meeting, January 11, 2023

1

SY 23 Enrollment/Retention

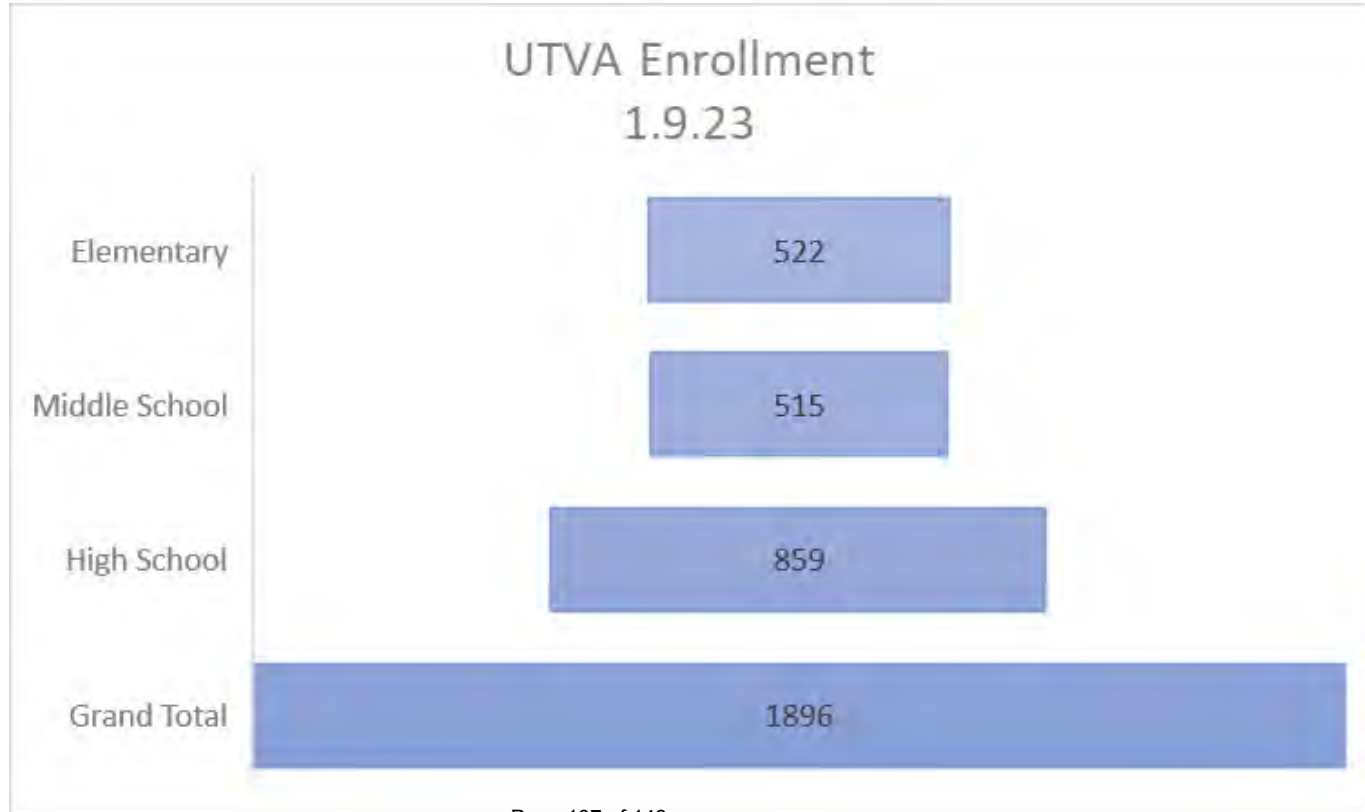
2

Mid Year NWEA Report

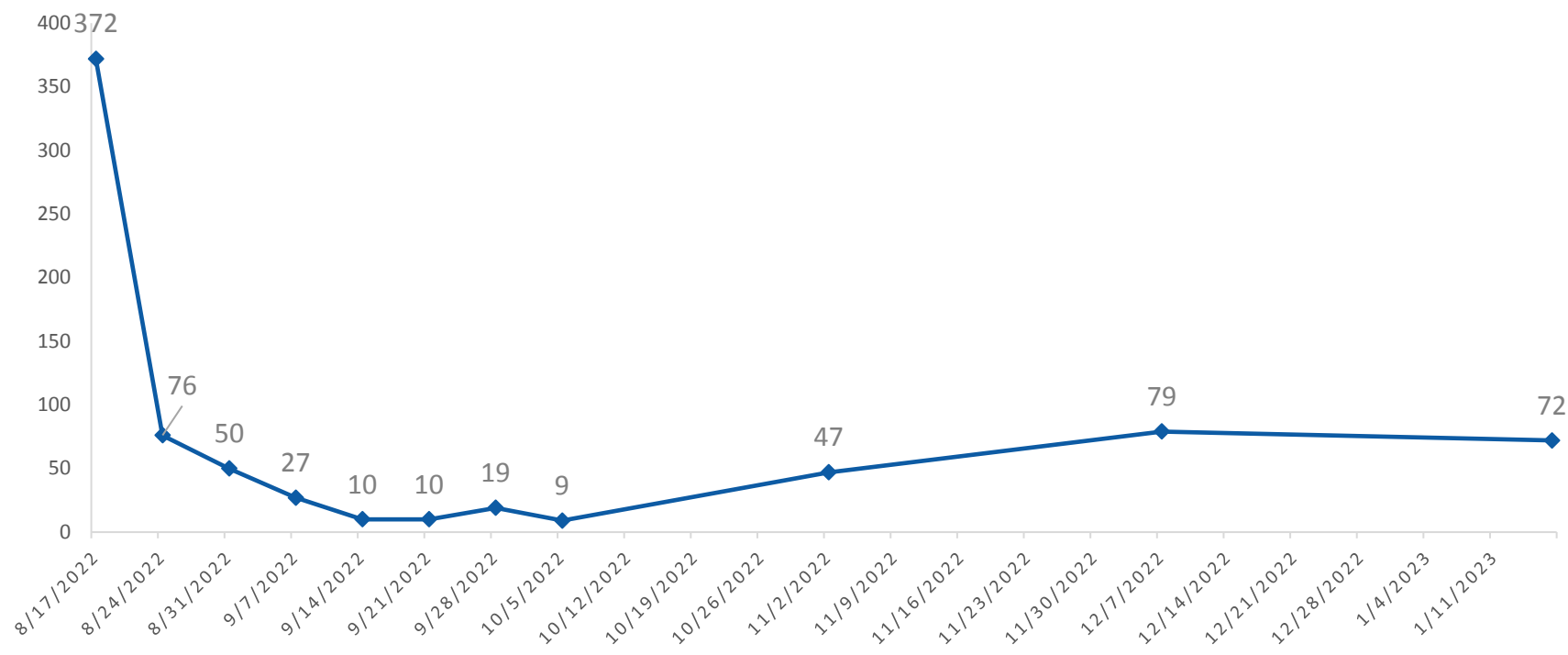
3

School Land Trust Final Report  
SY22

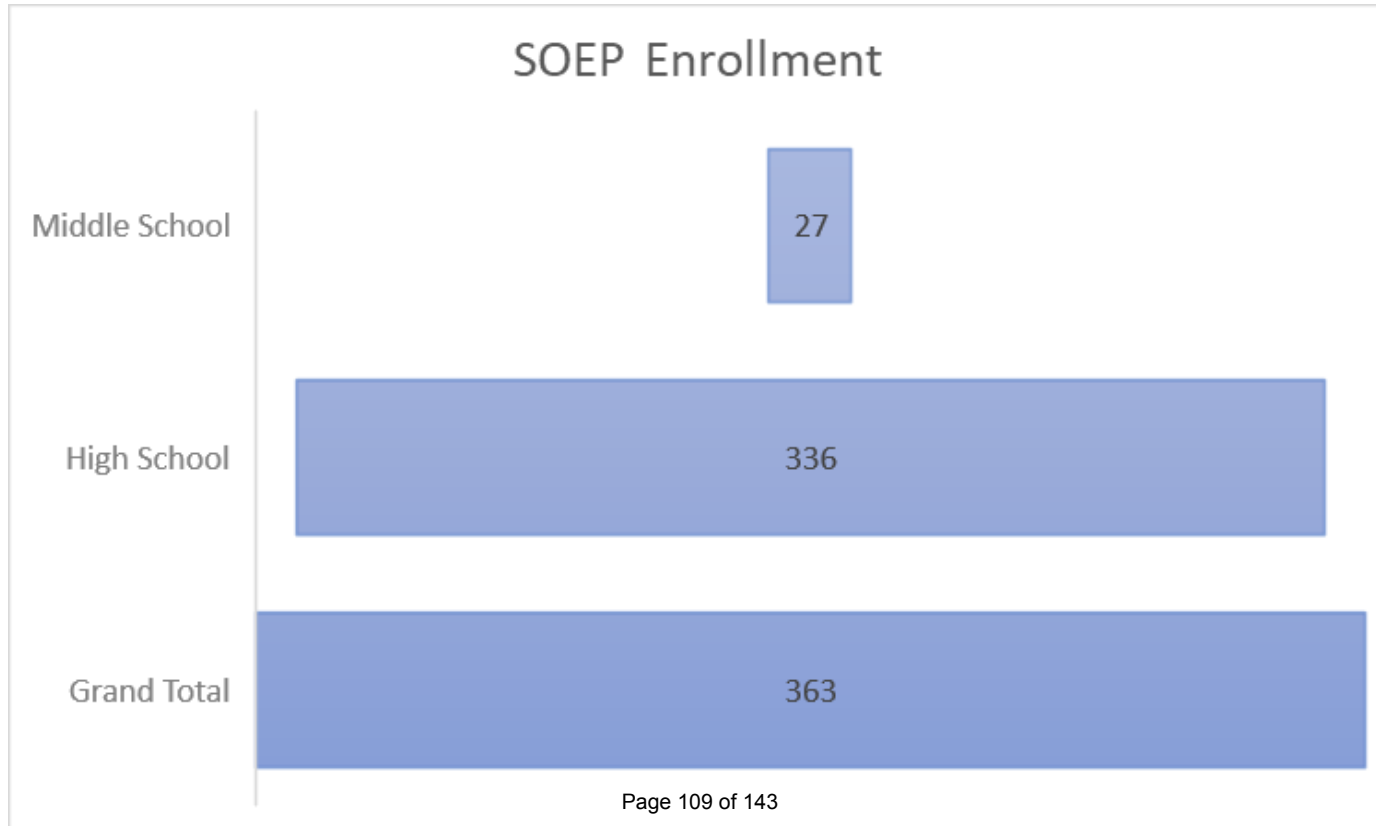
# UTVA Enrollment



# New Student Enrollment



# SOEP Enrollment



## In-Year CWM Rate To Date

5.3%

Prior Year To Date 6.4%

% +/- To Prior Year -1.0%

Change since last week 0.1%

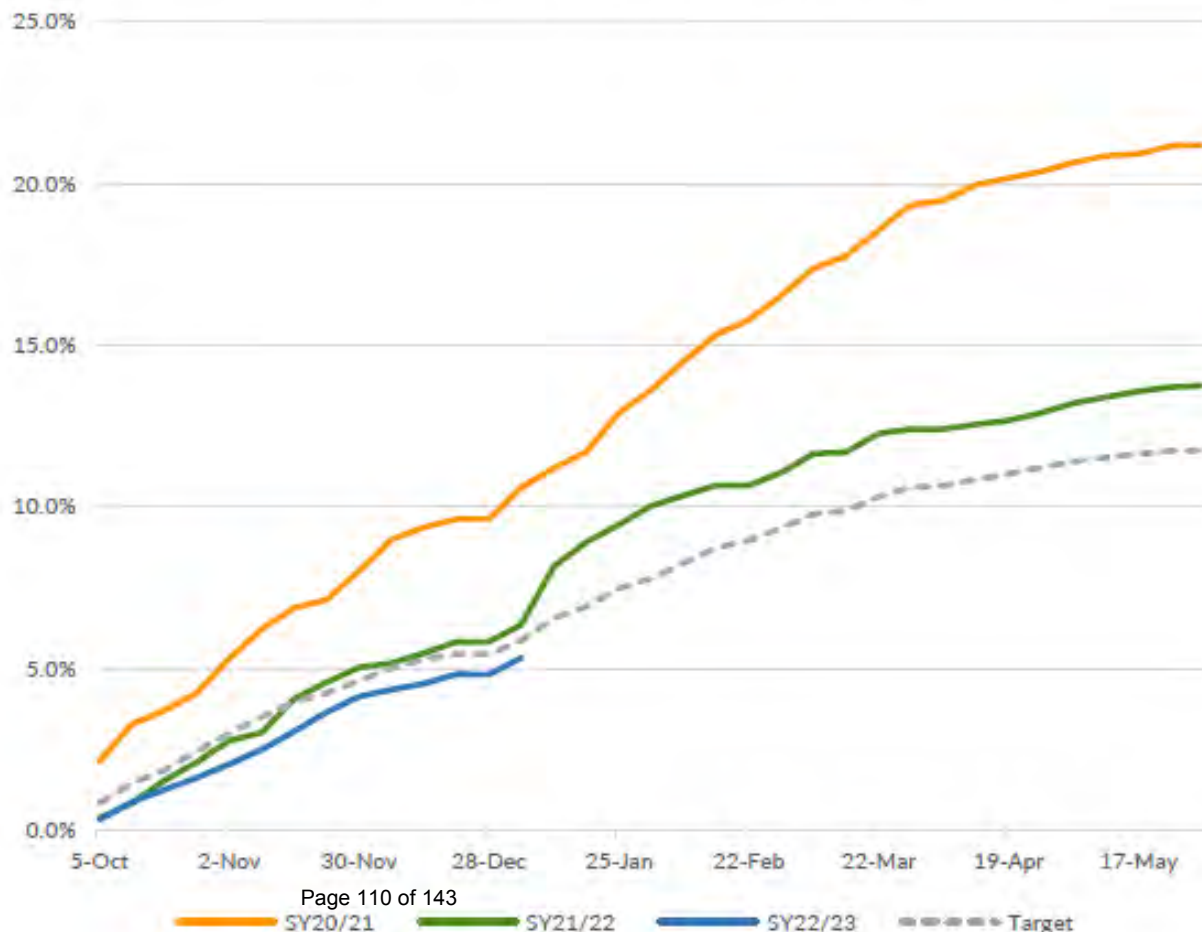
Target To Date 5.9%

% +/- To Target -0.5%

Change since last week 0.1%

2 Years To Date 10.6%

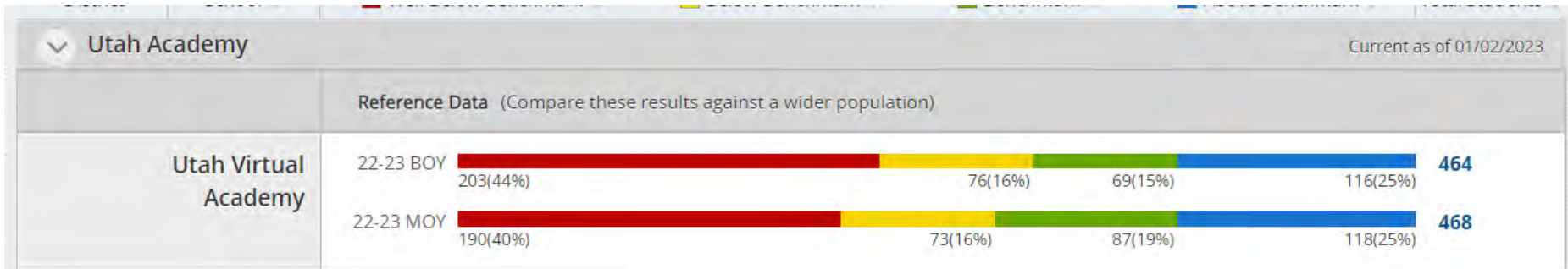
% +/- To Two Yrs Ago -5.3%



# MOY Acadience

SY 22-23

# School Wide Growth BOY to MOY





## Utah Academy

Current as of 01/02/2023

### Utah Virtual Academy

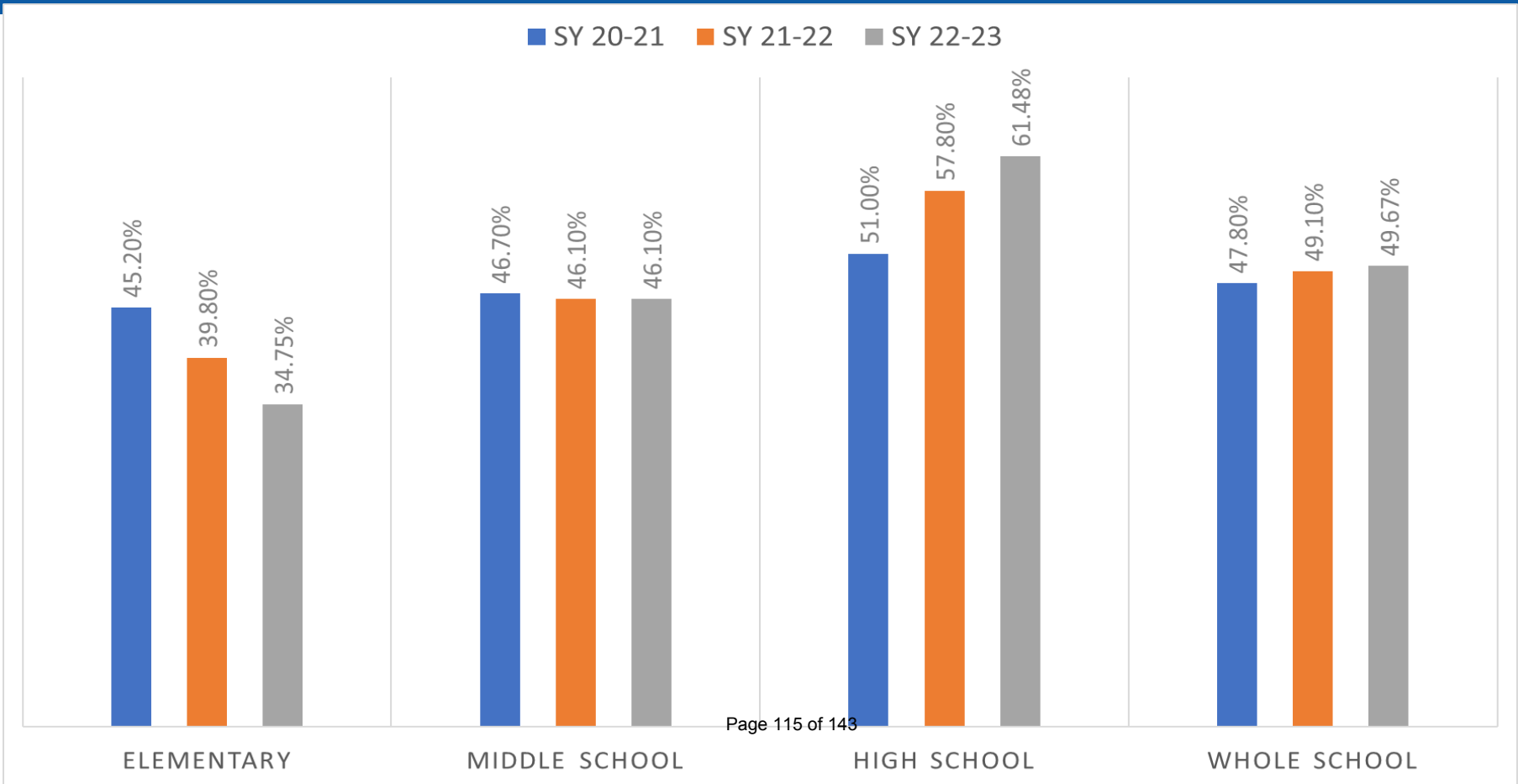
### Grade K

Measures	20%	40%	60%	80%	Total Students
FSF	22-23 BOY 25(39%)	20(32%) 8(13%) 10(16%)			63
	22-23 MOY 17(31%)	22(40%) 14(25%) 2(4%)			55
PSF	22-23 MOY 10(18%)	4(7%)	34(62%) 7(13%)		55

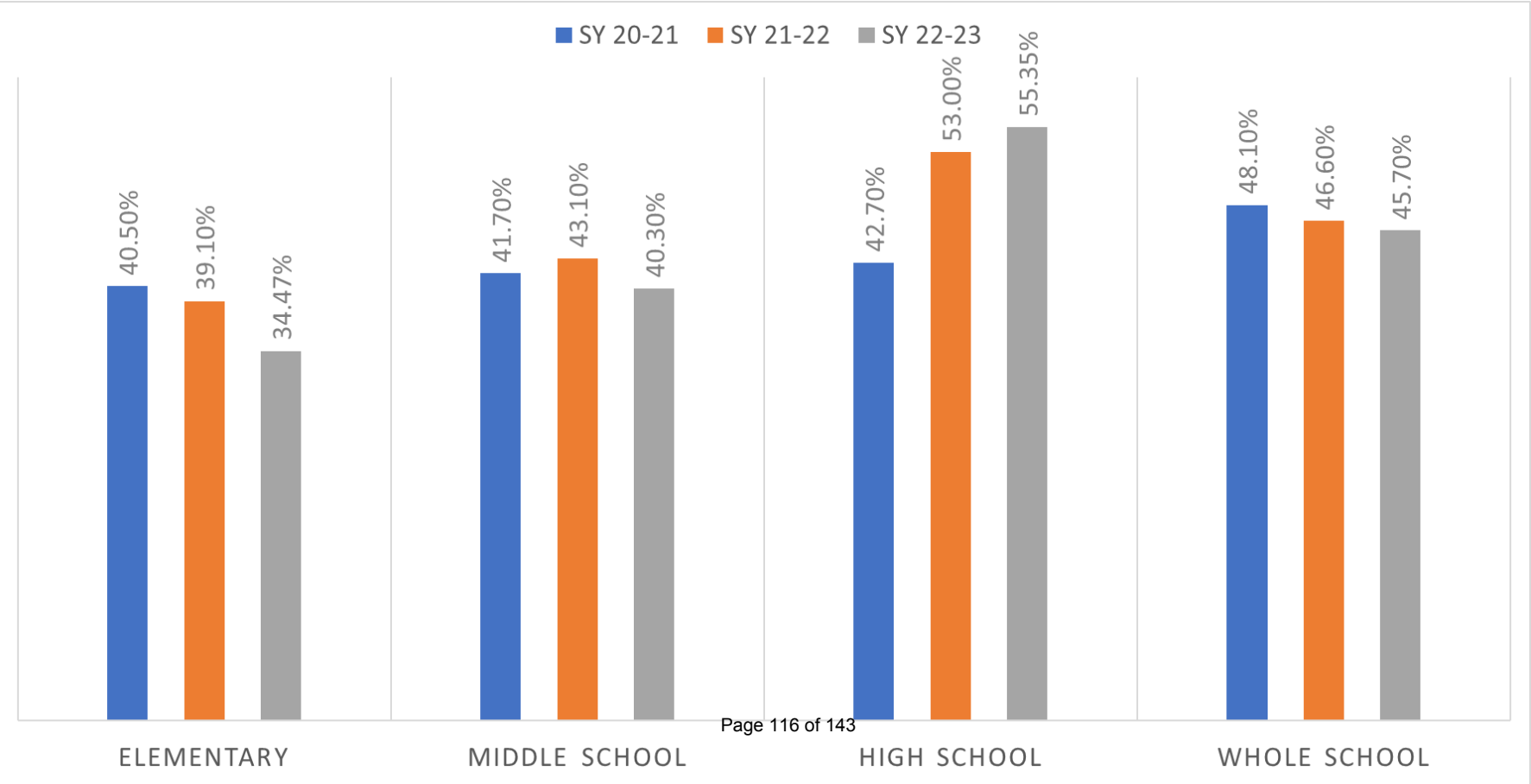
# MOY NWEA

SY 22-23

# NWEA MOY Growth: Math



# NWEA MOY Growth: ELA



# Data Analysis and Actions

- Each teacher completes a MOY data reflection and identifies strengths and weaknesses of each individual student.
- Data is disaggregated and analyzed for our bottom 25%, Special Education, and English Language Learners.
- Based on the data, action steps are determined for increasing student learning outcomes and targeting specific learning needs for each student.
- PLC teams meet to discuss their MOY team data outcomes and determine goals for EOY as a team.
- PLC teams will meet with leadership to reflect on the MOY data and set EOY student learning outcome goals that are tied directly to our School Improvement Plan.

# School Land Trust Year End Report

SY 21-22

# YOY Growth Scores: ELA

## ELA

As measured by NWEA, ELA grade-level YOY growth scores will increase by 3% in grades 3-10

GRADES:

3 - 10

		20-21	21-22	YOY GROWTH
ACH	% AT/ABOVE RIT NORM	50.7%	50.8%	↑ 0.1%
GROWTH	AVG CGI	-0.7	-0.3	↑ 0.4
	% SHOWED GROWTH	41.1%	55.9%	↑ 14.9%
	% MET GROWTH	31.0%	43.7%	↑ 12.6%

# YOY Growth Scores: Math

## MATH

As measured by NWEA, MATH grade-level YOY growth scores will increase by 3% in grades 3-10

GRADES:

3 - 10

		20-21	21-22	YOY GROWTH
ACH	% AT/ABOVE RIT NORM	49.1%	45.0%	↓ 4.1%
	AVG CGI	-0.03	-0.07	-0.04
GROWTH	% SHOWED GROWTH	63.2%	69.3%	↑ 6.1%
	% MET GROWTH	44.9%	47.6%	↑ 2.7%



## **Fee Waiver Policy**

Adopted: December 11, 2013

Revised: April 29, 2015

Revised: February 24, 2016

Revised: October 4, 2018

Revised: January 8, 2020

Revised: August 19, 2020

Renewed: June 9, 2021

Renewed: February 9, 2022

## **Purpose**

Utah Virtual Academy (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Directors (the "Board") to implement a policy regarding student fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in school-sponsored activities.

## **Policy**

Under the direction of the Board, the Head of School is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

## **Definitions**

"Co-curricular activity" means an activity, course, or program that:

- (a) is an extension of a curricular activity;
- (b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;
- (c) is conducted outside of regular School hours;
- (d) is provided, sponsored, or supported by the School;
- (e) includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:

- (a) intended to deliver instruction;
- (b) provided, sponsored, or supported by the School; and
- (c) conducted only during School hours.

"Extracurricular activity"

- (a) means an activity, a course, or a program that is:
  - (i) not directly related to delivering instruction;
  - (ii) not a curricular activity or co-curricular activity; and

- (iii) provided, sponsored, or supported by the School.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means something of monetary value requested or required by the School as a condition to a student's participation in an activity, class, or program provided, sponsored, or supported by the School. This includes money or something of monetary value raised by a student or the student's family through fundraising.

"Instructional equipment"

- (a) means an activity-related, course-related, or program-related tool or instrument that:
  - (i) is required for a student to use as part of an activity, course, or program in a secondary school;
  - (ii) typically becomes the property of the student upon exiting the activity, course, or program, and
  - (iii) is subject to a fee waiver;
- (b) includes:
  - (i) shears or styling tools;
  - (ii) a band instrument;
  - (iii) a camera;
  - (iv) a stethoscope; or
  - (v) sports equipment, including a bat, mitt, or tennis racket.
- (c) does not include school equipment.

"Instructional supply" means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes:

- (a) prescriptive footwear;
- (b) brushes or other art supplies, including clay, paint, or art canvas;
- (c) wood for wood shop;
- (d) Legos for Lego robotics;
- (e) film; or
- (f) filament used for 3D printing.

"Non-waivable charge" means a cost, payment, or expenditure that:

- (a) is a personal discretionary charge or purchase, including:
  - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
  - (ii) a charge for college credit related to the successful completion of:
    - (A) a concurrent enrollment class; or
    - (B) an advanced placement examination; or
  - (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;

- (b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or
- (c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:
  - (i) a school uniform as provided in Utah Code § 53G-7-801;
  - (ii) a school lunch; or
  - (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

- (a) means an activity, class, program, fundraiser, club, camp, clinic, or other event that:
  - (i) is authorized by the School; or
  - (ii) satisfies at least one of the following conditions:
    - (A) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
    - (B) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
    - (C) the activity, class, program, fundraising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.
- (b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

"Provision in lieu of fee waiver"

- (a) means an alternative to fee payment or waiver of fee payment; and
- (b) does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

- (a) fully participate in school or in a School activity, class, or program;
- (b) successfully complete a School class for the highest grade; or
- (c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:
  - (i) peer pressure, shaming, stigmatizing, bullying, or the like; or
  - (ii) withholding or curtailing any privilege that is otherwise provided to any other student.

“School equipment” means a durable school-owned machine, equipment, or tool used by a student as part of an activity, course, or program in a secondary school and includes a saw or 3D printer. “School equipment” includes a saw or 3D printer.

“Something of monetary value”

- (a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and
- (b) includes:
  - (i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
  - (ii) payments made to a third party that provide a part of a School activity, class, or program;
  - (iii) classroom textbooks, supplies or materials;
  - (iv) charges or expenditures for school activity clothing; and
  - (v) a fine, except for a student fine specifically approved the School for:
    - (A) failing to return School property;
    - (B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or
    - (C) improper use of School property, including a parking violation.

“Textbook”

- (a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;
- (b) includes:
  - (i) a hardcopy book or printed pages of instructional material, including a consumable workbook; or
  - (ii) computer hardware, software, or digital content.
- (c) does not include instructional equipment or instructional supplies.

“Waiver” means a full release from the requirement of payment of a fee and from any provision in lieu of fee payment.

### **General School Fees Provisions**

The School may only collect a fee for an activity, class, or program provided, sponsored, or supported by the School consistent with School policies and state law.

Beginning with the 2021-2022 school year:

- (a) if the School imposes a fee, the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and
- (b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee.

Beginning with the 2022-23 school year, the School may not sell textbooks or otherwise charge a fee for textbooks or the maintenance costs of School equipment as provided in Section 53G-7-602, except for a textbook used for a concurrent enrollment or advanced placement course.

All fees are subject to the fee waiver provisions of this policy.

### **Fees for Classes & Activities During the Regular School Day**

#### **Fees for Students in Kindergarten through Sixth Grade**

No fee may be charged in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student's parent or a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish on a voluntary basis student supplies for student use. The list provided to a student's parent or guardian must include and be preceded by the following language:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

The School may charge a fee to a student in grade six if all of the following are true:

- (a) the School has students in any of the grades seven through twelve;
- (b) the School follows a secondary model of delivering instruction to the School's grade six students; and
- (c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.

#### **Fees for Students in Seventh through Ninth Grade**

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is approved as provided in this policy and state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment of fees or purchase of items (i.e., tickets to events, etc.) in order for students to fully participate and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

In project related courses, projects required for course completion will be included in the course fee.

Secondary students may be required to provide their own student supplies, subject to the fee waiver provisions of this policy.

### **Fees for Optional Projects**

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

### **Fees for Activities Outside of the Regular School Day**

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (i.e., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.

In the event the School provides supplemental kindergarten, the School may charge a fee related to a student's enrollment in the supplemental kindergarten. A fee for supplemental kindergarten is subject to waiver.

### **Fee Schedule**

The Board will approve a Fee Schedule at least once each year on or before April 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may be charged or assessed in connection with an activity, class, or program provided, sponsored, or supported by the School, including for a curricular, co-curricular or extracurricular activity, unless the fee has been set and approved by the Board, is equal

to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

### **Maximum Fee Amounts**

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

The amount of revenue raised by a student through an individual fundraiser for an activity, as well as the total per student amount expected to be received through required group fundraising for an activity, will be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.

### **Notice to Parents**

The Head of School will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year. The procedures for obtaining fee waivers and for appealing a denial of a waiver will also be included with the School's registration materials.

The School will post the applicable Fee Schedule and Fee Waiver Policy, including maximum fee amounts, on the School's website each school year.

### **Donations**

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student.

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but all such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

### **Fee Collection**

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a course grade; or withhold official student records, including written or electronic grade reports, diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide



for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

### **Fee Refunds**

Student fees are non-refundable.

### **Budgeting and Spending Revenue Collected Through Fees**

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

Beginning with the 2020-2021 school year, the School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

### **School Fee Collections & Accounting Procedures**

It is the responsibility of the Head of School to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Head of School. Students may not collect fees.

Beginning in the 2020-21 school year, the School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

### **Fee Waiver Provisions**

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of fee waivers. Fee waivers or other provisions in lieu of fee waivers will be available to any student whose parent is unable to pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

### **Fee Waiver Administration**

A Principal or the Head of School will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 123g (FERPA). The School may not identify a student on fee waiver to students, staff members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

### **Fee Waiver Eligibility**

A student is eligible for a fee waiver if the School receives verification that:

- (a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;
- (b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
- (c) The family receives TANF funding. If a student's family receives TANF, the School may require a letter of decision covering the period for which the fee waiver is sought from the Utah Department of Workforce Services; or
- (d) The student is in foster care through the Division of Child and Family Services or is in state custody. If a student is in state custody or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

### **Fee Waiver Approval Process**

A Principal or the Head of School will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website and in registration materials each year.

A Principal or the Head of School will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

The School will maintain documentation of fee waiver applications and decisions that is adequate to report the required information to the Utah State Board of Education.

### **Appeal Process**

Denial of eligibility for a waiver may be appealed in writing to the Principal or the Head of School within ten (10) school days of receiving notice of denial. The School shall contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Principal or the Head of School to discuss the parent's concerns. If, after meeting with the Principal or the Head of School, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

### **Alternatives to Fees and Fee Waivers**

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Principal or the Head of School will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the

opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour of service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

### **Annual Review, Approval, and Training**

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

# Home Visit and Well Check Policy

Adopted:

Revised:

## Purpose

While Utah Virtual Academy (the “School”) communicates with its students and parents/guardians primarily through virtual means, sometimes it is necessary or helpful for School personnel to visit with them in person, including at their homes. In addition, some circumstances may justify School personnel to ask police to conduct well checks on students at their home. The purpose of this policy and accompanying procedures is to explain the circumstances and processes by which School personnel may make a visit to and/or ask police to conduct a well check at a student’s home.

## Policy

### Home Visits

School personnel may, with the approval of the Executive Director or his/her designee(s), make home visits to students. Where possible, School personnel shall schedule home visits in advance with a student’s parent/guardian. Home visits may be made to students who are struggling in some manner at the School, including but not limited to students who have poor attendance, are failing courses, are not participating in class, or are rarely interacting with their teachers or other students.

The Executive Director shall establish administrative procedures that further specify the circumstances under which home visits can be made and that outline the process School personnel shall follow when arranging and conducting home visits.

### Well Checks

School personnel may also, with the approval of the Executive Director or his/her designee(s), ask police to conduct well checks on students at their home. Where appropriate, School personnel shall inform parents/guardians of this policy and accompanying procedures prior to asking police to conduct a well check. Well checks may be requested in circumstances where a student’s well-being or safety may be in jeopardy, including but not limited to times when a student has missed a significant number of consecutive days at school without an explanation by the student or student’s parent/guardian or when the School has been unable to contact a student or the student’s parent/guardian for a substantial amount of time.

The Executive Director shall establish administrative procedures that further specify the circumstances under which School personnel can ask police to conduct well checks on

students and that outline the process School personnel shall follow when asking police to conduct such well checks.

## **Investment Policy**

Adopted:

Revised:

### **Purpose**

Utah Virtual Academy (the “School”) shall invest its cash assets in such a manner as to comply with the requirements of the State Money Management Act (the “Act”) as set forth in Utah Code § 51-7-1 *et seq.*

Although certain market conditions may allow for short-term investment of funds in a vehicle other than the Utah Public Treasurers’ Investment Fund (“PTIF”), the primary purpose of this policy is for the investment of funds for periods of 24 months or longer.

The objectives of this policy include the following:

- A. To provide for the safety of principal, preservation of capital, and mitigation of risk.
- B. To provide for the liquidity necessary to match the School’s cash requirements.
- C. To increase interest income through higher yielding investments.

### **Policy**

The School shall make investment decisions as follows:

- A. All investment activities shall be conducted with the same degree of judgment and care which an ordinary reasonable person exercises in the management of their own affairs.
- B. Professionals retained by the School as defined in the Act, so long as they are acting in accordance with the Act and this policy and exercise due diligence, shall be relieved of personal responsibility for credit or market price changes, provided that deviations are reported to the Board of Directors (the “Board”) in a timely fashion and appropriate action, if necessary, is taken to control adverse developments.
- C. Individuals involved in the School’s investments shall refrain from personal business activity in conflict with proper execution of this policy.
- D. The Board shall manage investment activities authorized by the Act in consultation with Academica West and, where required, a certified investment adviser.



The Board shall maintain a system of internal controls so that School funds are protected at all times from loss, theft, and fraud.

E. The Board shall name a financial institution with a Utah office as the custodian for all investments made by the School other than PTIF investments, which are held by financial institutions designated by the State Treasurer. In addition, the School shall purchase investments only from those certified dealers and registered agents that have registered with the State Money Management Council.

F. To the extent possible, the School shall attempt to match investments with anticipated cash requirements, although the PTIF is preferred for periods up to two years.

G. Transfers into and out of the School's investment accounts to accomplish the objectives of this policy may be made when approved by the Executive Director in consultation with Academica West. All such transfers shall be reported to the Board.

### **Paragraph G Options**

#### **Option #1:**

G. Transfers into and out of the School's investment accounts to accomplish the objectives of this policy may be made when approved by the Board in consultation with the Executive Director and the business management company or business manager.

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#### **Option #2:**

G. Transfers into and out of the School's investment accounts to accomplish the objectives of this policy may be made when approved by the Executive Director and Board Financial Coordinator in consultation with the business management company or business manager. All such transfers shall be reported to the Board.

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#### **Option #3:**

G. Transfers into and out of the School's investment accounts to accomplish the objectives of this policy may be made when approved by the Executive Director and Two (2) Board Members (with at least one of the Board Members being the Board President or Financial Coordinator) in consultation with the business management company or business manager. All such transfers shall be reported to the Board.

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#### **Option #4:**

G. Transfers into the School's investment accounts to accomplish the objectives of this policy may be made when approved by the Executive Director in consultation with the business management company or business manager. All such transfers shall be reported to the Board.

I. Transfers out of the School's investment accounts to accomplish the objectives of this policy may be made when approved by the Board in consultation with the Executive Director and the business management company or business manager.

# Utah Virtual Academy Governing Board of Directors Board Meeting



**Date:** Wednesday, December 14, 2022

**Location:** 310 E. 4500 S., Suite 620; Murray, UT 84107

**Board Members Present:** Brian Maxwell, Douglas DeVore, Marty Carpenter, Kristen Davidson

**Board Members Excused:** Amberly Keeler, Kellie Openshaw, Dallin Drescher

**Others Present:** Meghan Merideth, Kara Finley, Kim Dohrer, Brad Taylor, Tiffany Allen, LuAnn Charles, Cindy Wright, Lacy Robinson, Lori Simonson, Shay Anderson, Angela and Keela Sawyer, Regina Krotzer, Jillian Burns Hymas, Matthew Thue

*Utah Virtual Academy students will attain superior academic achievement through parent involvement, innovative teaching and school accountability within a virtual environment that embraces individual learning styles.*

## MINUTES

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### CALL TO ORDER

- Brian Maxwell called the meeting to order at 6:37 PM; a quorum of board members was not present.

### SPOTLIGHTS

- Shay Anderson, an English department faculty member, has been at the school for over a decade and was recognized for her leadership and innovativeness. *Kristen Davidson joined the meeting at 6:39 PM and a quorum was convened.*
- Senior student, Keela, is a lover of poetry and has already been admitted to college. At UTVA she has been able to be involved and in extracurricular activities and the faculty are grateful to have her at the school.

### CALL TO ORDER

- Brian Maxwell called the board meeting to order at 6:45 PM as a quorum of board members was present.

### PUBLIC COMMENT

- No public comment.

### BUSINESS ITEMS

- **Contracted Services Update and RFP Issuance**  
Matthew Thue provided a training for the RFP Committee and the RFP is almost ready to be issued after a few updates and additional feedback is gathered from the board.

- **Finance Report**

Brad Taylor reviewed the current financial reports, which are in line with this point in the fiscal year. The revenue and expenses were discussed along with the anticipated grant funds. The school has a strong cash position.

- **Acceptance of State Revenue**

The school has already expensed some of these funds and the sources spreadsheet was provided.

*Brian Maxwell made a motion to approve accepting state revenue; Kristen Davidson seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

- **Bank Reconciliations and Payment and Deposit Registers**

The reconciliations and statements were provided.

*Douglas DeVore made a motion to approve the bank reconciliations and payment and deposit registers; Kristen Davidson seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

- **PTIF Transfer**

Brad Taylor reviewed the current cash position of the school and the interest rate increase. The PTIF account use and ability to earn unrestricted income was explained. The school is governed by the Utah Money Management Act and can pull back funds when needed.

*Kristen Davidson made a motion to approve a transfer of five million dollars to the PTIF account; Douglas DeVore seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

- **Invoice Approval for Purchases over \$7,500**

The invoice for Next Generations Properties was provided.

*Douglas DeVore made a motion to approve invoices over \$7,500, specifically Next Generation Properties, LLC; Brian Maxwell seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

- **K12 / Stride Payment**

*Kristen Davidson made a motion to approve a K12 / Stride payment of \$647,252.77; Marty Carpenter seconded. Motion passed; the votes were*

as follows:

- Brian Maxwell – AYE
- Marty Carpenter – AYE
- Douglas DeVore – AYE
- Kristen Davidson – AYE

- **Academica West Payment**

*Brian Maxwell made a motion to approve the Academica West December Payment; Marty Carpenter seconded. Motion passed; the votes were as follows:*

- Brian Maxwell – AYE
- Marty Carpenter – AYE
- Douglas DeVore – AYE
- Kristen Davidson – AYE

- **SAM.gov Entity Registration Management Letter**

The System for Award Management (SAM) is a computer system managed by the U.S. Government. Entities must have an active registration in SAM to do business with the U.S. Government. The process for updating administrators was considered along with annual reporting.

*Douglas DeVore made a motion to approve the SAM.gov Entity Registration Management Letter and authorize the administration of the annual registration to Academica West; Kristen Davidson seconded.*

*Motion passed; the votes were as follows:*

- Brian Maxwell – AYE
- Marty Carpenter – AYE
- Douglas DeVore – AYE
- Kristen Davidson – AYE

- **Director Report**

Meghan Merideth provided the current enrollment and new students are being added in cohorts. The application trends year over year were examined and enrollment opens in January 2023. Retention is strong this year. After winter break the school will wrap up the semester as well as middle of year testing. The assessment plan was outlined for the remainder of the school year.

- **2023-2024 Calendar**

The calendar meets the state requirements and is similar to the block schedule used currently. Gathering feedback from stakeholders was discussed.

*Kristen Davidson made a motion to approve the 2023-2024 Calendar; Douglas DeVore seconded. Motion passed; the votes were as follows:*

- Brian Maxwell – AYE
- Marty Carpenter – AYE
- Douglas DeVore – AYE
- Kristen Davidson – AYE

- **Student Computer Policy**

Meghan Merideth reviewed the updated policy and Brad Taylor reviewed the potential financial impact.

*Brian Maxwell made a motion to approve the amended Student Computer*

*Policy; Kristen Davidson seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

○ **Academica West Report**

Kim Dohrer provided an update on recently completed work in human resources, legal, and accounting.

○ **Board Business**

• **November 9, 2022 Board Meeting Minutes**

*Kristen Davidson made a motion to approve the November 9, 2022 Board Meeting Minutes; Brian Maxwell seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

**CALENDAR ITEMS**

- The next board meeting is scheduled for January 11, 2023 at 6:30 PM.
- An electronic board meeting may be scheduled to approve issuing an RFP.
- The Stride Partner Summit will be held in October 2024 and board members could attend.

**CLOSED SESSION**

- Tabled.

**ADJOURN**

- *Kristen Davidson made a motion to adjourn the board meeting; Marty Carpenter seconded. Motion passed; the votes were as follows:*

- *Brian Maxwell – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kristen Davidson – AYE*

Board meeting adjourned at 7:51 PM.

## SCHOOL LAND TRUST TRAINING

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Board members are asked to complete the annual required School LAND Trust training by participating in a live training hosted by the [School LAND Trust staff](#) or by watching a [training video](#) and emailing the date of completion.