

Utah Virtual Academy Governing Board of Directors Board Meeting



Date: Wednesday, May 10, 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

CALL TO ORDER

SPOTLIGHTS

PUBLIC COMMENT (Comments limited to three minutes)

BUSINESS ITEMS (Discussion and Voting)

- Finance Report
 - 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
 - Positive Behaviors Plan Report
 - Staff Handbook
 - Special Education Policies and Procedures Manual
 - Mental Health Screening
- Academica West Report
- Board Business
 - April 12, 2023 Board Meeting and Closed Session Minutes
 - Stride/K12 Agreement
 - Academica West Agreement

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.

- Language Access Policy
- Sale of Food and Beverages Policy

TRAINING

- Budgeting

CALENDAR ITEMS

- Board Meeting June 14, 2023 at 6:30 PM
- 2023-2024 Board Meeting Calendar

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.

Emily Griffin and Kalyn Dewey



Emily Griffin

This year Emily and Kalyn are co-teaching a 3rd grade class. Despite its challenges, these two make a fantastic team. They are caring and creative educators. They find multiple ways to engage students during their lessons and provide opportunities for students to also be spotlighted.

Emily and Kalyn think about their students individually and looked for each one's specific needs. They take their content and provide supports and scaffolding to help their students access the content. When you enter their classroom you can feel their love for their students and their excitement for learning. Emily and Kalyn have had some difficult situations this year that they have faced together with grace and aplomb, ensuring that student growth and belonging was maintained through problem solving with families. UTVA is lucky to have such wonderful educators at our school.



Kalyn Dewey

Richard Toa, 3rd Grade



"I'm thankful for Mrs. Dewey and Mrs. Griffin because they give me enough breaks and also they were patient with teaching me reading and math. I love that I made a new friend named Daniel too."

**UTVA – Board of Directors Meeting
Financial Package Updates
Wednesday, May 10, 2023**

Items of Note:

- April 2023 Financials are included. Revenues are at 81.7% of budget, with federal running behind, but picking up quickly. Local continues to increase with interest from the PTIF each month (\$24,294 for April). Interest rate at 5.0%.
- Expenses are at 74.8% of budget. We have discussed areas that are running ahead of budget and the areas we will adjust for next month's final amended budget. Overall, PY expenditures were at 78.4% of budget through April of last year.
- By the end of the month, we will circulate a proposed FY24 budget (more of this covered in board training). We will also have a proposed amended budget for next month's board meeting, as well as the necessary annual financial items such as the fraud risk assessment, annual board commitment to ethical behavior, etc.
- State allotment of \$1,507,168.09 to accept this month.
- Invoices for approval (over \$7,500) at this time: Parr Brown, Virtual Technologies Group, Workspace Elements. Additional invoices for approval include Blind Mule Behavioral Services and Public Consulting Group.
- K12 Management Invoices of \$648,533.58 recommended for payment (15 total).
- Academica West May 2023 invoice included. Total invoice of \$31,491.68. Same as prior month and will remain the same through 6/30/2023.

Utah Virtual Academy Statement of Activities As of April 30, 2023

	Annual June 30, 2023 Budget	Year-to-Date Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	0	107,666	0.0 %
Revenue From State Sources	20,948,740	17,535,946	83.7 %
Revenue From Federal Sources	1,469,287	679,999	46.3 %
Total Income	22,418,027	18,323,611	81.7 %
Expenses			
Instruction/Salaries			
0121 - Salaries - Principals and Assistants	211,124	136,206	64.5 %
0131 - Salaries - Teachers	5,912,731	4,599,416	77.8 %
0132 - Salaries - Substitute Teachers	35,000	27,165	77.6 %
0142 - Salaries - Guidance Personnel	441,568	292,397	66.2 %
0152 - Salaries - Secretarial and Clerical Personnel	233,067	140,853	60.4 %
0161 - Salaries - Teacher Aides and Para-Professionals	947,726	695,080	73.3 %
0184 - Salaries - Administrative Technology Personnel	0	90,714	0.0 %
Total Instruction/Salaries	7,781,216	5,981,831	76.9 %
Employee Benefits			
0220 - Social Security	815,108	614,958	75.4 %
0230 - Local Retirement	211,265	93,197	44.1 %
0240 - Group Insurance	1,167,649	896,744	76.8 %
Total Employee Benefits	2,194,022	1,604,899	73.1 %
Purchased Prof & Tech Serv			
0320 - Professional - Educational Services	885,915	627,954	70.9 %
0330 - Professional Employee Training and Development	108,515	132,815	122.4 %
0340 - Other Professional Services	204,273	169,005	82.7 %
0345 - Business Services	3,730,675	2,016,252	54.0 %
0350 - Technical Services	75,000	27,526	36.7 %
Total Purchased Professional & Technical Services	5,004,378	2,973,552	59.4 %
Purchased Property Services			
0410 - Utility Services	2,000	1,347	67.3 %
0440 - Rentals	16,000	8,270	51.7 %
0441 - Rental of Land & Buildings	139,999	120,758	86.3 %
0442 - Rental of Equipment & Vehicles	28,000	11,355	40.6 %
0443 - Rental of Computers & Related Equipment	879,575	518,044	58.9 %
0450 - Construction Services	0	13,138	0.0 %
0490 - Other Purchased Property Services	2,394	1,358	56.7 %
Total Purchased Property Services	1,067,968	674,270	63.1 %
Other Purchased Services			
0518 - Student Day Trips/Field Trips (includes Admission Charges)	30,921	1,485	4.8 %
0522 - Liability Insurance	64,999	64,389	99.1 %
0530 - Communication (Telephone & Other)	127,500	109,723	86.1 %
0540 - Advertising	0	174	0.0 %
0550 - Printing and Binding	2,416	0	0.0 %
0561 - Student Tuition to other LEAs In State	0	5,159	0.0 %
0580 - Travel/Per Diem	45,101	99,290	220.2 %
Total Other Purchased Services	270,937	280,220	103.4 %
Supplies & Materials			
0610 - General Supplies	1,713,934	1,290,036	75.3 %
0641 - Textbooks	3,590	1,164	32.4 %

**Utah Virtual Academy
Statement of Activities
As of April 30, 2023**

	Annual June 30, 2023	Year-to-Date	
	Budget	Actual	% of Budget
0642 - E-Textbooks / Online Curriculum	3,933,627	3,693,513	93.9 %
0644 - Library Books	12,500	0	0.0 %
0650 - Supplies - Technology Related	48,194	31,693	65.8 %
0670 - Software	145,500	119,849	82.4 %
Total Supplies & Materials	5,857,345	5,136,255	87.7 %
Property			
0730 - Equipment	35,000	0	0.0 %
0733 - Furniture and Fixtures	180,000	86,206	47.9 %
Total Property	215,000	86,206	40.1 %
Debt Services & Miscellaneous			
0810 - Dues and Fees	20,000	17,899	89.5 %
Total Debt Services & Miscellaneous	20,000	17,899	89.5 %
Total Expenses	22,410,866	16,755,132	74.8 %
Total Net Income	7,161	1,568,479	21,903.1 %

**Utah Virtual Academy
Statement of Financial Position
As of April 30, 2023**

	Period Ending 04/30/2023 <u>Actual</u>	Period Ending 04/30/2022 <u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash		
Cash	5,501,522	7,803,806
Investments	5,930,320	821,891
Operating Cash	<u>11,431,842</u>	<u>8,625,697</u>
Accounts Receivables	625,630	1,064,211
Other Current Assets	14,145	10,253
Total Current Assets	<u>12,071,617</u>	<u>9,700,161</u>
Net Assets		
Fixed Assets	0	53,979
Depreciation	0	(53,979)
Total Net Assets	<u>0</u>	<u>0</u>
Total Assets & Other Debits	<u>12,071,617</u>	<u>9,700,161</u>
Liabilities & Fund Equity		
Current Liabilities	721,019	748,298
Fund Balance	<u>9,782,118</u>	<u>4,951,096</u>
Net Income	<u>1,568,480</u>	<u>4,000,767</u>
Total Liabilities & Fund Equity	<u>12,071,617</u>	<u>9,700,161</u>

Utah State Board of Education

Allotment Memo

for Fiscal Year/Period 2023/10

Type: **01CHARTER**
Recipient: **5F0 UTAH VIRTUAL ACADEMY**

Major Program	Program	District Pgm/Rev	Current_Budget	Current Month	Year-to-Date	Grant to Date	Remaining Balance
84010 SAS-T ile I Grants to LEA	22T1FT 22T1FT T tile IA Flow-Through FFY2022	7801/4800	626,580.01	0.00	617,195.85	617,195.85	9,384.16
	23T1FT 23T1FT T tile IA Flow-Through FFY2023	7801/4800	565,952.18	0.00	0.00	0.00	565,952.18
84010 SAS Title I Grants to LEA Summary			1,192,532.19	0.00	617,195.85	617,195.85	575,336.34
84027 SPED-IDEA Disabilities Educ Act	22FTFL 22FTFL IDEA Flow-Through Formula FFY2022	7524/4524	456,879.78	0.00	108,896.47	108,896.47	347,983.31
	23FTFL 23FTFL IDEA Flow-Through Formula FFY2023	7524/4524	166,221.23	0.00	0.00	0.00	166,221.23
84027 SPED IDEA Disabilities Educ Act Summary			623,101.01	0.00	108,896.47	108,896.47	514,204.54
84027X SPED-IDEA ARP	22ARPI 22ARPI SPED IDEA ARP FFY2022	7525/4500	127,019.84	0.00	0.00	0.00	127,019.84
84027X SPED IDEA ARP Summary			127,019.84	0.00	0.00	0.00	127,019.84
84173 SPED-Preschool Special Educ IDEA	22PRE 22PRE Preschool SPED Flow-through FFY2022	7522/4522	7,849.63	0.00	7,849.63	7,849.63	0.00
	23PRE 23PRE Preschool SPED Flow-through FFY2023	7522/4522	2,591.94	0.00	0.00	0.00	2,591.94
84173 SPED Preschool Special Educ IDEA Summary			10,441.57	0.00	7,849.63	7,849.63	2,591.94
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
84173X SPED IDEA ARP Preschool Summary			9,761.90	0.00	0.00	0.00	9,761.90
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
84365 SAS English Language Acq Formula Title III Summary			10,843.53	0.00	0.00	0.00	10,843.53
84367 T&L-Improving Teacher Quality-State	222FT 222FT T tile IIA Formula Flow Through FFY2022	7860/4800	52,368.56	0.00	0.00	0.00	52,368.56
	232FT 232FT T tile IIA Formula Flow Through FFY2023	7860/4800	59,327.00	0.00	0.00	0.00	59,327.00
84367 T&L Improving Teacher Quality State Summary			111,695.56	0.00	0.00	0.00	111,695.56
84424A T&L-Student Support Academic Enrichment Grants	22AFT 22AFT Supporting Effective Instruction Flow-Through	7905/4800	22,210.50	0.00	0.00	0.00	22,210.50
	23AFT 23AFT Supporting Effective Instr Flow-Through SFY23	7905/4800	43,829.93	0.00	0.00	0.00	43,829.93
84424A T&L Student Support Academic Enrichment Grants Summary			66,040.43	0.00	0.00	0.00	66,040.43
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
84425C SSS Governors Emergency Education Relief Summary			52,442.74	0.00	0.00	0.00	52,442.74
84425D SSS-Ellem & Secondary School Emergency Relief	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
84425D SSS Ellem & Secondary School Emergency Relief Summary			1,210,642.34	0.00	17,347.41	17,347.41	1,193,294.93
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
84425U SSS American Rescue Plan ACT of 2021 Summary			2,720,710.63	0.00	98,949.39	98,949.39	2,621,761.24
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
84425W SSS ARP ESSER Homeless Children & Youth Summary			9,321.70	0.00	0.00	0.00	9,321.70
MSPB MSPB-Minimum School Programs Basic	22PPB 22PPB Grades 1-12 SFY2022	VAR/3010	10,298,748.17	0.00	0.00	10,298,748.17	0.00
	22PPP 22PPP SPED Extended Yr Special Educators	1278/3100	11,484.00	0.00	0.00	11,484.00	0.00
	23PPA 23PPA Kindergarten SFY2023	VAR/3005	214,057.75	17,838.15	178,381.46	178,381.46	35,676.29
	23PPB 23PPB Grades 1-12 SFY2023	VAR/3010	7,873,717.74	656,000.87	6,561,716.01	6,561,716.01	1,312,001.73
	23PPBD 23PPBD Pub Ed Online Dist SFY2023	VAR/3010	650,767.00	0.00	650,767.00	650,767.00	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	545,347.61	545,347.61	108,865.89
	23PPF 23PPF Special Education - Add-on SFY2023	1205/3100	2,166,092.45	139,243.55	1,887,605.34	1,887,605.34	278,487.11
	23PPH 23PPH Special Education - Self-contained SFY2023	1210/3100	155,821.93	12,985.16	129,851.61	129,851.61	25,970.32
	23PPI 23PPI Special Education - Extended Year SFY2023	1220/3100	2,259.00	188.25	1,882.50	1,882.50	376.50
	23PPK 23PPK CTE ADM SFY2023	VAR/3100	260,382.00	17,949.46	224,483.08	224,483.08	35,898.92
	23PPKB 23PPKB CTE Comprehensive Counseling & Guide SFY2023	5903/3100	56,999.00	4,749.91	47,499.17	47,499.17	9,499.83
	23PPKE 23PPKE CTE Technical Student Orgs SFY2023	6000/3100	814.00	51.33	711.33	711.33	102.67
	23PPKF 23PPKF CTE Skill Certification Competency SFY2023	6000/3100	9,655.00	804.58	8,045.83	8,045.83	1,609.17
	23PPL 23PPL Class Size Reduction SFY2023	5201/3100	429,774.55	35,784.07	358,206.42	358,206.42	71,568.13
	23PPN 23PPN Special Education - Impact Aid SFY2023	1225/3100	34,533.69	2,877.81	28,778.08	28,778.08	5,755.61
	23PPP 23PPP SPED Extended Yr Special Educators	1278/3100	17,980.00	0.00	17,980.00	17,980.00	0.00
	23PPR 23PPR Students At-Risk Add-on	5344/3100	280,711.67	23,392.64	233,926.40	233,926.40	46,785.27
MSPB MSPB Minimum School Programs Basic Summary			23,117,543.45	966,298.73	10,874,713.84	21,184,946.01	1,932,597.44
MSPRB MSPRB-Minimum School Programs Related to Basic	21PUV 21PUV Student Health & Counseling Support Pgm	5679/3500	21,606.00	0.00	0.00	21,606.00	0.00
	22POS 22POS Teacher Salary Supplement Program SFY2022	5807/3300	148,565.13	0.00	60,060.17	148,565.13	0.00
	23PQI 23PQI Concurrent Enrollment SFY2023	5333/3300	22,189.14	1,849.09	18,490.95	18,490.95	3,698.19
	23PQM 23PQM School Land Trust Program SFY2023	5420/3500	287,082.44	0.00	287,082.44	287,082.44	0.00
	23PQN 23PQN Charter School Local Replacement SFY2023	5619/3200	5,291,917.00	416,765.71	4,458,385.59	4,458,385.59	833,531.41
	23PQP 23PQP Early Literacy Program SFY2023	5805/3300	113,684.59	7,592.99	81,579.63	81,579.63	32,104.96
	23PQR 23PQR Educator Salary Adjustments SFY2023	5876/3400	644,381.46	52,325.79	539,729.87	539,729.87	104,651.59
	23PQT 23PQT Library Books & Electronic Resources SFY2023	5810/3500	2,672.93	222.75	2,227.44	2,227.44	445.49
	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	526.93	5,269.37	5,269.37	899.03
	23PUE 23PUE Charter School Funding Base Prog SFY2023	VAR/3200	169,227.42	13,231.75	142,763.91	142,763.91	26,463.51
	23PUU 23PUU Teacher and Student Success Program	5678/3500	580,252.19	48,354.35	483,543.50	483,543.50	96,708.69
MSPRB MSPRB Minimum School Programs Related to Basic Summary			7,307,436.72	540,869.36	6,098,822.89	6,208,933.85	1,098,502.87
PEESRA PEESRA-Public Ed Economic Stabilization Rest Acct	23ELOO 23ELOO Early Literacy Outcomes One-time PEESRA	5697/3800	8,612.00	0.00	0.00	0.00	8,612.00
	23PQD 23PQD 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 Support PEESRA	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
PEESRA PEESRA Public Ed Economic Stabilization Rest Acct Summary			479,662.55	0.00	458,074.13	458,074.13	21,588.42
SAS SAS-Student Advocacy Services	18PKUR 18PKUR School Turnaround-Recruitment & Retention SFY18	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
SAS SAS Student Advocacy Services Summary			177,200.00	0.00	0.00	3,200.00	174,000.00
SSS SSS-Student Support Services	23SUPV 23SUPV Suicide Prevention SFY2023	5674/3800	1,000.00	0.00	1,000.00	1,000.00	0.00
SSS SSS Student Support Services Summary			1,000.00	0.00	1,000.00	1,000.00	0.00
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 On-line Ed Program SFY2022	5380/3800	288,534.00	0.00	72,775.00	288,534.00	0.00
	23DRED 23DRED Drivers Ed SFY2023	5610/3800	1,710.00	0.00	1,710.00	1,710.00	0.00
	23SOEF 23SOEF Statewide On-line Ed Program SFY2023	5380/3800	16,410.00	0.00	16,410.00	16,410.00	0.00
T&L T&L Teaching & Learning Summary			309,904.00	0.00	93,365.00	309,904.00	0.00
5F0 UTAH VIRTUAL ACADEMY Summary			37,537,300.16	1,507,168.09	18,376,214.61	29,016,296.74	8,521,003.42

Apr 29, 2023

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9:14:28 AM

Utah Virtual Academy Reconciliation report

As of 04/30/2023
Account: UTVA Zions Bank Operating

Statement ending balance	5,501,212.65
Deposits in transit	309.77
Outstanding checks and charges	0.00
Adjusted bank balance	5,501,522.42
Book balance	5,501,522.42
Adjustments*	0.00
Adjusted book balance	5,501,522.42

Total Checks and charges Cleared	1,506,093.29	Total Deposits Cleared	1,507,697.10
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Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
General Ledger entry	SCHOOL DEPOSIT	04/13/2023		509.00	
Avdpay	AVID RETURNED	04/24/2023	CHECK#29287	20.01	
	CHECK #29287 FOR IT BEING A DUPLICATE BILL/PAYMENT.				
General Ledger entry	SCHOOL DEPOSIT	04/28/2023			281.97
General Ledger entry	SCHOOL DEPOSIT	04/28/2023			27.80
General Ledger entry	Assignment- Utah Virtual Academy	04/30/2023		1,507,168.09	
Total Deposits				1,507,697.10	309.77

Checks and charges

Name	Memo	Date	Check no.	Cleared	Outstanding
General Ledger entry	PAYROLL #494	04/01/2023		9,399.51	
General Ledger entry	CASH	04/01/2023		2,040.67	
General Ledger entry	PAYROLL #497	04/01/2023		67,723.80	
General Ledger entry	PAYROLL #495	04/07/2023		395,954.40	
Boulder Consulting		04/11/2023	29433	2,683.14	
CHARTER SCHOOL THERAPY		04/11/2023	29434	18,963.91	
Comprehensive Psychological		04/11/2023	29435	1,930.00	
DOTCOM THERAPY, LLC		04/11/2023	29436	2,603.70	
Gardner Batt, LLC		04/11/2023	29437	14,176.54	
Kevin Knutson		04/11/2023	29438	747.50	
ROCKY MOUNTAIN UNIVERSITY OF HEALTH PROFESSIONS		04/11/2023	29439	1,483.70	
Shelley Jo Duhaime		04/11/2023	29440	2,047.50	
Soas Psychological		04/11/2023	29441	2,312.50	
Zions Bank - Allen CC 0569		04/15/2023		3,893.77	
Zions Bank - Hymas CC 0759		04/15/2023		125.00	
Zions Bank CC-Sheila Strahan		04/15/2023		5,906.60	
Zions Bank CC-Meghan Meredith		04/15/2023		6,519.72	
ACADEMICA WEST, LLC		04/17/2023	29482	31,491.68	
AIOA, LLC		04/18/2023	29442	2,000.00	
Boulder Consulting		04/18/2023	29445	5,366.28	
CENTURYLINK		04/18/2023	29447	409.72	
Certified Languages International		04/18/2023	29448	60.00	
Comprehensive Psychological		04/18/2023	29449	240.00	
E-Therapy LLC		04/18/2023	29451	2,496.40	
EIDE BAILLY LLP		04/18/2023	29452	1,700.00	

Utah Virtual Academy Reconciliation report

As of 04/30/2023

Account: UTVA Zions Bank Operating

ELUMA LLC	04/18/2023	29454	675.00
INTENSIVE PHYSICAL THERAPY INSTITUTE, LLC	04/18/2023	29455	528.00
Jeana H. Berube	04/18/2023	29457	553.75
JOSTENS, INC	04/18/2023	29460	3.33
Kev n Knutson	04/18/2023	29463	747.50
Pac f c Off ce Automat on	04/18/2023	29467	1,154.27
P tney Bowes G oba F - 1866443	04/18/2023	29468	323.21
nanc a Serv ces			
PowerSchoo Group LLC	04/18/2023	29469	1,100.00
ROCKY MOUNTAIN UNIVERSITY OF HEALTH PROFES- SIONS	04/18/2023	29471	3,052.50
SALT LAKE MAILING & PRINTING	04/18/2023	29472	522.44
She ey Jo Du a	04/18/2023	29475	1,885.00
So as Pyscho og ca	04/18/2023	29478	6,187.50
SURF AND SKI SPEECH THERAPY	04/18/2023	29480	2,075.00
UTAH BUREAU OF CRIMINAL IDENTIFICA- TION	04/18/2023	29481	33.25
K12 Management Inc.	04/18/2023	29483	432,913.77
AMBER MEYERS	04/19/2023	29443	319.28
ANDREW CURTH	04/19/2023	29444	266.96
Cassondra Asay	04/19/2023	29446	230.85
DONOVAN WIXOM	04/19/2023	29450	189.54
E se Page	04/19/2023	29453	246.85
Jac Patterson	04/19/2023	29456	27.64
Jenn fer W son	04/19/2023	29458	216.57
Jess ca Tremea	04/19/2023	29459	154.56
KARTIKA APOSHIAN	04/19/2023	29461	96.64
Kerr Sm th	04/19/2023	29462	26.20
K e y Dewey	04/19/2023	29464	247.09
Megan Nordstrom	04/19/2023	29465	384.05
Me an e Denton	04/19/2023	29466	486.61
Rebecca G over	04/19/2023	29470	131.00
SARAH BURNETT	04/19/2023	29473	324.56
Shay a M er	04/19/2023	29474	236.61
She y Strahan	04/19/2023	29476	228.32
SHYLIE DICKEY	04/19/2023	29477	266.26
Soph e Seegm er	04/19/2023	29479	92.60
ALICIA HOERNER, Ph.D. dba BILINGUAL PSYCHOLOGICAL SER- VICES	04/19/2023	29484	2,590.00
CHARTER SCHOOL THERAPY	04/19/2023	29485	7,070.37
DOTCOM THERAPY, LLC	04/19/2023	29486	32,732.80
E-Therapy LLC	04/19/2023	29487	4,997.49
JENNIFER IZATT	04/19/2023	29488	590.49
Joette Hayden	04/19/2023	29489	1,205.20
PULSE TECHNOLO- GIES, INC.	04/19/2023	29490	7,460.68
T-Mob e	04/19/2023	29491	3,190.00
Genera Ledger entry	04/21/2023		390,361.02
PAYROLL #498 ACCOUNT ANALYSIS FEE	04/21/2023		53.14
McKenz e Ty er Reeder	04/24/2023	29492	47.81
Bas n Scho ast c LLC	04/25/2023	29493	354.75
Jostens			
Bou der Consu t ng	04/25/2023	29494	2,832.21
CHARTER SCHOOL THERAPY	04/25/2023	29495	1,271.78
Gardner Batt, LLC	04/25/2023	29496	11,084.05

Utah Virtual Academy Reconciliation report

As of 04/30/2023

Account: UTVA Zions Bank Operating

She ey Jo Du a	04/25/2023	29497	812.50	
Snow Co ege	04/25/2023	29498	330.00	
So as Pyscho og ca	04/25/2023	29499	906.25	
Total Checks and charges			1,506,093.29	0.00

ZIONS BANK®

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

Statement of Accounts

This Statement: April 28, 2023
Last Statement: March 31, 2023

UTAH VIRTUAL ACADEMY

1483-06-0000-ZFN-PG0021-00000

For 24-hour account
information, please contact:

1-800-789-BANK (2265)

zionsbank.com

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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Commercial Analyzed Checking		\$5,501,212.65	

COMMERCIAL ANALYZED CHECKING

128 0

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
5,499,608.84	1,507,697.10	1,041,097.35	464,995.94	5,501,212.65

3 DEPOSITS/CREDITS

Date	Amount	Description
04/14	509.00	DEPOSIT 7676095231
04/24	20.01	UTAH VIRTUAL ACA AVIDPA CK29287 REF # 023111005749216 1100132512
04/28	1,507,168.09	State of Utah UTAHEFT 202304270001568REF # 023117010935506 1100229636

71 CHARGES/DEBITS

Date	Amount	Description
04/03	9,399.51	Stratus HR EDI PYMNTS 1541370 REF # 023093007997891 1126801122
04/06	395,954.40	Stratus HR EDI PYMNTS 1542582 REF # 023095001716997 1124100094
04/10	2,040.67	Stratus HR EDI PYMNTS 1553086 REF # 023100005109250 1123800680
04/13	747.50	AVIDPAY SERVICE AVIDPAY CK29438 REF # 023103008614110 1123000763
04/13	1,483.70	AVIDPAY SERVICE AVIDPAY CK29439 REF # 023103008614089 1123000761
04/13	1,930.00	AVIDPAY SERVICE AVIDPAY CK29435 REF # 023103008616901 1123000769
04/13	2,047.50	AVIDPAY SERVICE AVIDPAY CK29440 REF # 023103008614102 1123000762
04/13	2,312.50	AVIDPAY SERVICE AVIDPAY CK29441 REF # 023103008616778 1123000767
04/13	2,603.70	AVIDPAY SERVICE AVIDPAY CK29436 REF # 023103008616772 1123000765
04/13	2,683.14	AVIDPAY SERVICE AVIDPAY CK29433 REF # 023103008616769 1123000764
04/13	14,176.54	AVIDPAY SERVICE AVIDPAY CK29437 REF # 023103008616781 1123000768
04/13	18,963.91	AVIDPAY SERVICE AVIDPAY CK29434 REF # 023103008616775 1123000766
04/13	16,445.09	CREDIT CARD ECS PAYMENT REF # 023103008542670 1123000482
04/17	67,723.80	Stratus HR EDI PYMNTS 1559400 REF # 023107000590696 1124200825
04/20	3.33	AVIDPAY SERVICE AVIDPAY CK29460 REF # 023110004184066 1122801159
04/20	26.20	AVIDPAY SERVICE AVIDPAY CK29462 REF # 023110004183994 1122801135
04/20	27.64	AVIDPAY SERVICE AVIDPAY CK29456 REF # 023110004184012 1122801141
04/20	33.25	AVIDPAY SERVICE AVIDPAY CK29481 REF # 023110004184081 1122801164
04/20	60.00	AVIDPAY SERVICE AVIDPAY CK29448 REF # 023110004184033 1122801148
04/20	92.60	AVIDPAY SERVICE AVIDPAY CK29479 REF # 023110004184054 1122801155
04/20	96.64	AVIDPAY SERVICE AVIDPAY CK29461 REF # 023110004184027 1122801146
04/20	131.00	AVIDPAY SERVICE AVIDPAY CK29470 REF # 023110004184072 1122801161
04/20	154.56	AVIDPAY SERVICE AVIDPAY CK29459 REF # 023110004184045 1122801152
04/20	189.54	AVIDPAY SERVICE AVIDPAY CK29450 REF # 023110004184096 1122801169
04/20	216.57	AVIDPAY SERVICE AVIDPAY CK29458 REF # 023110004184000 1122801137
04/20	228.32	AVIDPAY SERVICE AVIDPAY CK29476 REF # 023110004184105 1122801172
04/20	230.85	AVIDPAY SERVICE AVIDPAY CK29446 REF # 023110004184030 1122801147
04/20	236.61	AVIDPAY SERVICE AVIDPAY CK29474 REF # 023110004184048 1122801153
04/20	240.00	AVIDPAY SERVICE AVIDPAY CK29449 REF # 023110004184009 1122801140

Page 13 of 243



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.

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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

April 28, 2023
UTAH VIRTUAL ACADEMY

Continued ...

Date	Amount	Description
04/20	246.85	AVIDPAY SERVICE AVIDPAY CK29453 REF # 023110004185291 1122801174
04/20	247.09	AVIDPAY SERVICE AVIDPAY CK29464 REF # 023110004184093 1122801168
04/20	266.26	AVIDPAY SERVICE AVIDPAY CK29477 REF # 023110004184063 1122801158
04/20	266.96	AVIDPAY SERVICE AVIDPAY CK29444 REF # 023110004184003 1122801138
04/20	319.28	AVIDPAY SERVICE AVIDPAY CK29443 REF # 023110004184069 1122801160
04/20	323.21	AVIDPAY SERVICE AVIDPAY CK29468 REF # 023110004183997 1122801136
04/20	324.56	AVIDPAY SERVICE AVIDPAY CK29473 REF # 023110004184078 1122801163
04/20	384.05	AVIDPAY SERVICE AVIDPAY CK29465 REF # 023110004184060 1122801157
04/20	409.72	AVIDPAY SERVICE AVIDPAY CK29447 REF # 023110004184090 1122801167
04/20	486.61	AVIDPAY SERVICE AVIDPAY CK29466 REF # 023110004184036 1122801149
04/20	522.44	AVIDPAY SERVICE AVIDPAY CK29472 REF # 023110004184075 1122801162
04/20	528.00	AVIDPAY SERVICE AVIDPAY CK29455 REF # 023110004184018 1122801143
04/20	553.75	AVIDPAY SERVICE AVIDPAY CK29457 REF # 023110004184102 1122801171
04/20	675.00	AVIDPAY SERVICE AVIDPAY CK29454 REF # 023110004184042 1122801151
04/20	747.50	AVIDPAY SERVICE AVIDPAY CK29463 REF # 023110004184021 1122801144
04/20	1,100.00	AVIDPAY SERVICE AVIDPAY CK29469 REF # 023110004184084 1122801165
04/20	1,154.27	AVIDPAY SERVICE AVIDPAY CK29467 REF # 023110004184006 1122801139
04/20	1,700.00	AVIDPAY SERVICE AVIDPAY CK29452 REF # 023110004184087 1122801166
04/20	1,885.00	AVIDPAY SERVICE AVIDPAY CK29475 REF # 023110004184051 1122801154
04/20	2,000.00	AVIDPAY SERVICE AVIDPAY CK29442 REF # 023110004184015 1122801142
04/20	2,075.00	AVIDPAY SERVICE AVIDPAY CK29480 REF # 023110004184057 1122801156
04/20	2,496.40	AVIDPAY SERVICE AVIDPAY CK29451 REF # 023110004184039 1122801150
04/20	3,052.50	AVIDPAY SERVICE AVIDPAY CK29471 REF # 023110004184024 1122801145
04/20	5,366.28	AVIDPAY SERVICE AVIDPAY CK29445 REF # 023110004184591 1122801173
04/20	6,187.50	AVIDPAY SERVICE AVIDPAY CK29478 REF # 023110004184099 1122801170
04/20	390,361.02	Stratus HR EDI PYMNTS 1560437 REF # 023109003068806 1122800093
04/21	53.14	SERVICE AND TRANSACTION FEES
04/21	1,205.20	AVIDPAY SERVICE AVIDPAY CK29489 REF # 023111005222366 1121300747
04/21	2,590.00	AVIDPAY SERVICE AVIDPAY CK29484 REF # 023111005223255 1121300749
04/21	3,190.00	AVIDPAY SERVICE AVIDPAY CK29491 REF # 023111005221229 1121300745
04/21	4,997.49	AVIDPAY SERVICE AVIDPAY CK29487 REF # 023111005223252 1121300748
04/21	7,070.37	AVIDPAY SERVICE AVIDPAY CK29485 REF # 023111005222360 1121300746
04/21	7,460.68	AVIDPAY SERVICE AVIDPAY CK29490 REF # 023111005221206 1121300744
04/21	32,732.80	AVIDPAY SERVICE AVIDPAY CK29486 REF # 023111005223260 1121300750
04/26	47.81	AVIDPAY SERVICE AVIDPAY CK29492 REF # 023116008410073 1122700560
04/26	330.00	AVIDPAY SERVICE AVIDPAY CK29498 REF # 023116008409962 1122700556
04/26	354.75	AVIDPAY SERVICE AVIDPAY CK29493 REF # 023116008410008 1122700558
04/26	812.50	AVIDPAY SERVICE AVIDPAY CK29497 REF # 023116008409965 1122700557
04/26	906.25	AVIDPAY SERVICE AVIDPAY CK29499 REF # 023116008409954 1122700554
04/26	1,271.78	AVIDPAY SERVICE AVIDPAY CK29495 REF # 023116008409951 1122700553
04/26	2,832.21	AVIDPAY SERVICE AVIDPAY CK29494 REF # 023116008409957 1122700555
04/26	11,084.05	AVIDPAY SERVICE AVIDPAY CK29496 REF # 023116008410028 1122700559

3 CHECKS PROCESSED

Number.....	Date.....	Amount.....	Number.....	Date.....	Amount.....	Number.....	Date.....	Amount.....
29482	04/20	31,491.68	29483	04/27	432,913.77	29488*	04/27	590.49

*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.....
04/03	5,490,209.33	04/14	5,029,329.68	04/24	4,445,188.17
04/06	5,094,254.93	04/17	4,961,605.88	04/26	4,427,548.82
04/10	5,092,214.26	04/20	4,504,467.84	04/27	3,994,044.56
04/13	5,028,820.68	04/21	4,445,168.16	04/28	5,501,212.65



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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

UTAH VIRTUAL ACADEMY

[REDACTED]
[REDACTED]
[REDACTED]

Account	Account Period
[REDACTED]	April 01, 2023 through April 30, 2023

Summary

Beginning Balance	\$ 5,904,286.43	Average Daily Balance	\$ 5,904,286.43
Deposits	\$ 24,294.80	Interest Earned	\$ 24,294.80
Withdrawals	\$ 0.00	360 Day Rate	4.9377
Ending Balance	\$ 5,928,581.23	365 Day Rate	5.0063

Date	Activity	Deposits	Withdrawals	Balance
04/01/2023	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 5,904,286.43
04/30/2023	REINVESTMENT	\$ 24,294.80	\$ 0.00	\$ 5,928,581.23
04/30/2023	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 5,928,581.23

Utah Virtual Academy Reconciliation report

As of 04/30/2023
Account: PTIF - UTVA

Statement ending balance	5,928,581.23
Deposits in transit	0.00
Outstanding checks and charges	0.00
Adjusted bank balance	<u>5,928,581.23</u>
Book balance	5,928,581.23
Adjustments*	0.00
Adjusted book balance	<u>5,928,581.23</u>

Total Checks and charges Cleared	0.00	Total Deposits Cleared	24,294.80
----------------------------------	------	------------------------	-----------

Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
	REINVESTMENT	04/30/2023		24,294.80	
Total Deposits				<u>24,294.80</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>

Utah Virtual Academy
Board of Utah Virtual Academy
310 E 4500 S Ste 620
Murray, UT 84107

April 28, 2023

Invoice: 923859
Client: 186540
Matter: 1

INVOICE SUMMARY

Attorney: Douglas C Waddoups

For professional services rendered and costs advanced

RE: General

Professional Services	\$ 15,464.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 15,464.00

Invoice: 923859
 Utah Virtual Academy
 General

April 28, 2023
 Client: 186540
 Matter: 1

PROFESSIONAL SERVICES RENDERED

Date	Tkpr	Description	Hours	Amount
2/13/23	DCW	Review bid materials; Telephone conference with Matt re same	1.30	611.00
2/13/23	KNH	Consult with Doug Waddoups; Client call; Prepare award justification statement	2.70	729.00
2/15/23	KNH	Review 2018 contracts and prepare suggested areas for edits	2.00	540.00
2/16/23	DCW	Analyze contract drafting	1.30	611.00
2/16/23	KNH	Consult with Doug Waddoups	1.10	297.00
2/17/23	KNH	Review and revise AW agreement; revise award justification statement	1.70	459.00
2/25/23	KNH	Prepare education and marketing services agreement	2.80	756.00
2/27/23	KNH	Prepare education services agreement; Consult with Doug Waddoups	2.50	675.00
3/07/23	DCW	Review and revise contracts	5.50	2,585.00
3/07/23	KNH	Consult with Doug Waddoups; Revise service agreements	3.20	864.00
3/08/23	DCW	Review and revise contracts	1.40	658.00
3/08/23	KNH	Prepare agreements; Consult with Doug Waddoups	3.40	918.00
3/09/23	DCW	Review and revise contracts; Interoffice discussion with Kody Hasebi re same; Email correspondence re same	1.10	517.00
3/09/23	KNH	Revise service agreements	.60	162.00
3/13/23	DCW	Telephone conference with client re contracts; Revise same	1.80	846.00
3/13/23	KNH	Consult with Doug Waddoups and client call; Revise agreements based on call	3.40	918.00
3/15/23	DCW	Review revised contracts; Interoffice discussions with Kody Hasebi	.50	235.00
3/15/23	KNH	Revise agreements	2.50	675.00
3/16/23	DCW	Review and revise contracts with Stride and Academia West	2.00	940.00
3/16/23	KNH	Revise agreements	1.20	324.00
3/22/23	DCW	Review comments to agreements; Interoffice discussion with Kody Hasebi re same	.90	423.00
3/22/23	KNH	Revise agreements; Consult with Doug Waddoups	1.80	486.00
3/23/23	DCW	Review and revise agreements; Email correspondence with opposing counsel re same	.50	235.00

TOTAL PROFESSIONAL SERVICES**\$ 15,464.00****SUMMARY OF PROFESSIONAL SERVICES**

Name	Rate	Hours	Total
Douglas C Waddoups	470.00	16.30	7,661.00
Kody N Hasebi	270.00	28.90	7,803.00
TOTALS		45.20	\$ 15,464.00

Invoice: 923859
Utah Virtual Academy
General

April 28, 2023
Client: 186540
Matter: 1

TOTAL THIS INVOICE

\$ 15,464.00

April 28, 2023

Utah Virtual Academy
Board of Utah Virtual Academy
310 E 4500 S Ste 620
Murray, UT 84107

Invoice: 923859
Client: 186540
Matter: 1

REMITTANCE ADVICE

RE: General

BALANCE DUE THIS INVOICE

\$ 15,464.00

Please return this advice with payment to:

Parr Brown Gee & Loveless
P.O. Box 11019
Salt Lake City, UT 84147

Wire Transfer Instructions

JP Morgan Chase Bank
201 South Main St Ste 300
Salt Lake City, UT 84111-2870
Swift Code #: CHASUS33
ABA #: 021000021
Parr Brown Gee & Loveless
Account #: 912454114

E-Check

Name of Bank: _____
Routing #: _____
Account #: _____
Name on Account: _____
Account Holder Address: _____
Amount: \$ _____

EFT/ACH Pay Instructions

Routing #: 124001545
Account #: 912454114

***3% fee for credit card transactions**

Please reference your invoice # 923859

Online Payments: <https://parrbrown.com/payment-portal>
Payments accepted by phone (801) 532-7840
Payable Upon Receipt

A finance charge of twelve percent (12%) per annum will accrue on any account not paid
within thirty (30) days after the date of this invoice

Virtual Technologies Group, LLC

(419) 255-9070



Bill To:
Utah Virtual Academy Attn: Jenn . 310 East 4500 South Suite 620 ATTN: Tammy Keyser Murray, UT 84107

Date	Invoice
04/17/2023	201136
Account	
Utah Virtual Academy 0003005	

Terms	Due Date	PO Number	Reference
Net 30 days	05/17/2023	e-mail approval	Order #36789
PLEASE REMIT PAYMENT TO:			
Virtual Technologies Group L-4139 Columbus, OH 43260-4139			

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
Due to the volatility and product shortages,	1.00	\$0.00	\$0.00
Ship to: Hold for future use	1.00	\$0.00	\$0.00
SHIPPING DOCUMENT ----> Must be supplied before order can be processed or shipped.	1.00	\$0.00	\$0.00
Preparing laptops for Intune	10.00	\$20.00	\$200.00
Enroll laptops in Intune with end user credentials	10.00	\$10.00	\$100.00
Pre-Paid Utilities (Replacement Notebook)	10.00	\$0.00	\$0.00
SLA: All orders received by 10AM EST with all required information would be processed and shipped same business day. Any orders received after 10AM would be processed following business day based on day/time all required information is received.	1.00	\$0.00	\$0.00
Insured Ground Shipping with Signature Requested.	10.00	\$32.40	\$324.00
Lenovo ThinkPad E15 Gen 4 15.6" Notebook - Full HD - 1920 x 1080 - Intel Core i5 12th Gen i5-1235U Deca-core (10 Core) 1.30 GHz - 16 GB Total RAM - 8 GB On-board Memory - 256 GB SSD - Mineral Metallic - Intel Chip - Windows 11 - Intel Iris Xe G Serial Number(s): PF48S51C;PF48267K;PF48RY8L;PF48RW3H;PF48RYAG;PF48S51V;PF48RVZQ;PF48RW02;PF48S79P;PF46TCNJ	10.00	\$997.73	\$9,977.30
Total Products & Other Charges:			\$10,601.30
TERMS & CONDITIONS: To view our terms and conditions, visit vtgus.com/terms Methods of payment accepted include check, credit card, and ACH. Credit card payments are subject to a 3% processing fee.	Invoice Subtotal:	\$10,601.30	
	Sales Tax:	\$0.00	
	Invoice Total:	\$10,601.30	
	Payments:	\$0.00	

	Credits:	\$0.00
	Balance Due:	\$10,601.30

INVOICE

REMIT TO:
WORKSPACE ELEMENTS
3003 HIGHLAND DRIVE
SALT LAKE CITY, UT 84106
PHONE: 801.746.0271

INVOICE NUMBER	20523
INVOICE DATE	03/31/2023
CUSTOMER PO NO	
ORDER NUMBER	20391
CUSTOMER ACCOUNT	UTAH VIRTUAL
SALESPERSON	SARAH BREINHOLT
DUE DATE	03/31/2023
TERMS	DUE UPON RECEIPT
PAGE	1 of 1

T UTAH VIRTUAL ACADEMY
 O 310 EAST 4500 SOUTH
 SUITE 620
 MURRAY, UT 84107

 ATTN: ACCOUNTS PAYABLE

S UTAH VIRTUAL ACADEMY
 H 310 EAST 4500 SOUTH
 I SUITE 620
 P MURRAY, UT 84107
 T
 O ATTN: MEGHAN MERRIDETH
 Phone: 801-262-4922

QUANTITY	CATALOG NUMBER/DESCRIPTION		UNIT PRICE	EXTENDED AMOUNT
8.00 HOURS	DESIGN SERVICES, TO INCLUDE: DISCOVERY SITE VISIT PROCUREMENT OF ACCESSORIES STAGING OF ACCESSORIES FOR APPROVAL		65.00	520.00
1.00 EACH	ACCESSORIES OFFICE DECORE ACCESSORIES		2,500.00	2,500.00
10.00 HOURS	ADDITIONAL SERVICES DESIGN SERVICES, TO INCLUDE: PROCUREMENT OF ACCESSORIES STAGING OF ACCESSORIES FOR APPROVAL		65.00	650.00
1.00 EACH	ADDITIONAL SERVICES TALL PLANTS AND DECORE		950.00	950.00
			FURNITURE:	\$3,450.00
			DESIGN/PM:	\$1,170.00
			FREIGHT:	\$0.00
			LABOR:	\$0.00
			SUB-TOTAL:	\$4,620.00
			PLEASE PAY THIS AMOUNT:	\$4,620.00

STANDARD TERMS & CONDITIONS INCORPORATED HEREIN
 PAYMENT BY CREDIT CARD SUBJECT TO A 2% PROCESSING FEE
 WIRE TRANSFER / ACH INFORMATION:
 ABA / ROUTING: 124000054 ACCT #: 984845289

Company Utah Virtual Academy Vendor Aging Report

As of Date: 05/09/2023

Created On: 05/09/2023

Based on: Bill Date As of Date: 05/09/2023

Vendor ID	Vendor Name	Bill	Bill Date	Due Date	Days	0	1-30	31-60	61-90	91-	Total
V-12959	K12	INV-003-9952	04/13/2023	05/13/2023	27	0.00	156,718.58	0.00	0.00	0.00	156,718.58
		INV-003-9992	04/01/2023	05/01/2023	39	0.00	0.00	2,117.50	0.00	0.00	2,117.50
		INV-003-9991	04/01/2023	05/01/2023	39	0.00	0.00	31,680.50	0.00	0.00	31,680.50
		INV-003-10041	04/01/2023	05/01/2023	39	0.00	0.00	273,971.00	0.00	0.00	273,971.00
		INV-003-10042	04/01/2023	05/01/2023	39	0.00	0.00	37,636.00	0.00	0.00	37,636.00
		INV-003-10094	04/01/2023	05/01/2023	39	0.00	0.00	90.00	0.00	0.00	90.00
		INV-003-10093	04/01/2023	05/01/2023	39	0.00	0.00	41,402.50	0.00	0.00	41,402.50
		INV-003-10176	04/10/2023	05/10/2023	30	0.00	19,190.00	0.00	0.00	0.00	19,190.00
		INV-003-10189	04/10/2023	05/10/2023	30	0.00	18,511.50	0.00	0.00	0.00	18,511.50
		INV-003-10207	04/09/2023	05/09/2023	31	0.00	0.00	19,635.00	0.00	0.00	19,635.00
		INV-003-10218	04/09/2023	05/09/2023	31	0.00	0.00	378.00	0.00	0.00	378.00
		INV-003-10219	04/09/2023	05/09/2023	31	0.00	0.00	672.00	0.00	0.00	672.00
		INV-003-10241	04/09/2023	05/09/2023	31	0.00	0.00	33,000.00	0.00	0.00	33,000.00
		INV-003-10269	04/09/2023	05/09/2023	31	0.00	0.00	4,301.00	0.00	0.00	4,301.00
		INV-003-10286	04/10/2023	05/10/2023	30	0.00	9,230.00	0.00	0.00	0.00	9,230.00
						0.00	203,650.08	444,883.50	0.00	0.00	648,533.58

Total for V-12959

Grand Totals

0.00	203,650.08	444,883.50	0.00	0.00	648,533.58
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K12 Management, Inc.

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

Invoice No. INV-003-9952

INVOICE

Customer

Name **Utah Virtual Academy**
Address _____
City _____ State _____ Zip _____
Phone _____

Date **4/13/2023**
Order No. _____
Rep _____
FOB _____

Description	TOTAL
For March 2023	
Service Fee	9% \$ 156,718.58
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 (& 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 \$ 156,718.58

Payment Details

Wire Details:

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

Check:

K12 Management
PO Box 824186
Philadelphia PA 19182-4186

Shipping & Handling

Taxes \$ -
Other \$ -
TOTAL \$ 156,718.58



K12 Management Inc

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

Invoice No.

INV-003-9991

MAT

INVOICE

Customer

Name Utah Virtual Academy
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 4/1/2023
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for April 2023		
K-8	MATERIALS UPFRONT K-8	\$ 749.00
HS	MATERIALS UPFRONT HS	\$ 220.00
K-8	MATERIALS MONTHLY K-8	\$ 30,324.00
	MATERIALS RECLAMATIONS	\$ 387.50
		\$ -
	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.		
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

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

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

SubTotal	\$ 31,680.50
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 31,680.50



K12 Management Inc

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

Invoice No.

INV-003-9992

MAT

INVOICE

Customer

Name Utah Virtual Academy Part Time
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 4/1/2023
Order No. _____
Rep _____
FOB _____

Description	TOTAL
Charges for April 2023	
K-8 MATERIALS UPFRONT K-8	\$ -
HS MATERIALS UPFRONT HS	\$ 1,927.00
K-8 MATERIALS MONTHLY K-8	\$ 128.00
MATERIALS RECLAMATIONS	\$ 62.50
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 (& 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: Wire ACH Check
Bank: K12 Management K12 Management Inc. K12 Management Inc.
ABA#: PNC Bank PNC Bank PO Box 824186
Acct#: 31000053 54000030 Philadelphia PA 19182-4186
5303550723 5303550723

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

SubTotal	\$ 2,117.50
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 2,117.50



K12 Management Inc

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

Invoice No. **INV-003-10041** **OLS**

INVOICE

Customer

Name **Utah Virtual Academy**
Address _____
City _____ State _____ ZIP _____
Phone _____

Date **4/1/2023**
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for April 2023		
OLS	OLS UPFRONT K-8	\$ 780.00
	OLS MONTHLY K-8	\$ 99,320.00
	OLS UPFRONT HS	\$ 75,432.00
	OLS MONTHLY HS	\$ 98,439.00
	OLS SUMMER COURSES	\$ -
Teacher Fees	OLS High School	
<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 (& 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: **Wire** 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 5303550723

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

SubTotal \$ 273,971.00
Shipping \$ -
\$ -
\$ -
\$ 273,971.00



K12 Management Inc

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

Invoice No. INV-003-10042 OLS

INVOICE

Customer

Name **Utah Virtual Academy Part Time**
Address _____
City _____ State _____ ZIP _____
Phone _____

Date **4/1/2023**
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for April 2023		
OLS	OLS UPFRONT K-8	\$ -
	OLS MONTHLY K-8	\$ 340.00
	OLS UPFRONT HS	\$ 17,892.00
	OLS MONTHLY HS	\$ 19,404.00
	OLS SUMMER COURSES	\$ -
Teacher Fees	OLS High School	
<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 (& 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: **Wire** 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 5303550723

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

SubTotal \$ 37,636.00
Shipping \$ -
\$ -
\$ -
\$ 37,636.00



K12 Management Inc.

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

Invoice No.

INV-003-10093

COM

Invoice

Customer			
Name	Utah Virtual Academy		
Address			
City	State	ZIP	
Phone			

Date	4/1/2023
Order No.	
Rep	
FOB	

Description		TOTAL
Charges for April 2023		
K-8	COMPUTERS UPFRONT K-8	\$ -
K-8	COMPUTERS MONTHLY K-8	\$ 23,535.00
HS	COMPUTERS UPFRONT HS	\$ -
HS	COMPUTERS MONTHLY HS	\$ 16,367.50
	COMPUTERS RECLAMATIONS	\$ 1,500.00
	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.		
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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.		
SubTotal		\$ 41,402.50
Shipping		\$ -
Taxes		\$ -
Other		\$ -
TOTAL		\$ 41,402.50

Payment Details

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

NV-003-10094

COM

Invoice

Customer			
Name	Utah Virtual Academy Part Time		
Address			
City	State	Z P	
Phone			

Date	4/1/2023
Order No.	
Rep	
FOB	

Description		TOTAL
Charges for April 2023		
K-8	COMPUTERS UPFRONT K-8	\$ -
K-8	COMPUTERS MONTHLY K-8	\$ -
HS	COMPUTERS UPFRONT HS	\$ -
HS	COMPUTERS MONTHLY HS	\$ 90.00
	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.		
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Payment Details

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

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

SubTotal	\$ 90.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 90.00

K12 Management Inc.

2300 Corporate Park Drive
Herndon, VA 20171
703-483-7222 phone
703-483-7330 fax

Invoice No. INV-003-10176

INVOICE

Customer	
Name	Utah Virtual Academy
Address	
City	State ZIP
Phone	

Date	4/10/2023
Order No.	
Rep	
FOB	

Description	TOTAL
Charges for FY23	
SY22-23 USA Test Prep	\$ 19,190.00

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 Details:

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

Check:

K12 Management
PO Box 824186
Philadelphia PA 18182-4186

SubTotal	\$ 19,190.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 19,190.00



K12 Management Inc.

2300 Corporate Park Drive
Herndon, VA 20171
703-483-7222 phone
703-483-7330 fax

Invoice No. INV-003-10189

INVOICE

Customer		Date	4/10/2023
Name	Utah Virtual Academy	Order No.	
Address		Rep	
City	State ZIP	FOB	
Phone			

Description	TOTAL
Other K12 Services-FY2023	
NWEA Map Growth	\$ 17,394.00
NWEA Map Skills	\$ -
NWEA Science	\$ 1,117.50
NWEA Accelerated	\$ -
<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 (& 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		SubTotal	\$ 18,511.50
Wire Details:	Check:	Shipping & Handling	\$ -
Pay: K12 Management Inc.	K12 Management	Taxes	\$ -
Bank: PNC Bank	PO Box 824186	Other	\$ -
ABA#: 031000053	Philadelphia PA 18182-4186	TOTAL	\$ 18,511.50
Acct#: 5303550723			



K12 Management Inc.

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

Invoice No. **INV-003-10207**

Invoice

Customer		Date 4/9/2023
Name	Utah Virtual Academy	Order No.
Address		Rep
City	State ZIP	FOB
Phone		

Description	TOTAL
Charges for April 2023	
BLOCK Fee	\$ 19,635.00
<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 (& 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
ABA#: 031000053
Acct#: 5303550723

Mail:

K12 Management
PO Box 824186
Philadelphia PA 19182-4186

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

SubTotal	\$ 19,635.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 19,635.00



K12 Management Inc

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

Invoice No. **INV-003-10241**

Invoice

Customer	
Name	Utah Virtual Academy
Address	
City	State ZIP
Phone	

Date	4/9/2023
Order No.	
Rep	
FOB	

Description	TOTAL
Charges for April 2023	
TESTING COMPUTERS	\$ 33,000.00
TESTING Services	\$ -
<p>Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.</p> <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 (& 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>	
SubTotal	\$ 33,000.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 33,000.00

Payment Details	
<p>Wire Details:</p> <p>Pay: K12 MANAGEMENT</p> <p>Bank: PNC</p> <p>ABA#: 031000053</p> <p>Acct#: 5303550723</p>	
<p>Check:</p> <p>K12 Management</p> <p>PO Box 824186</p> <p>Philadelphia PA 19182-4186</p>	
<p>Online Payment: https://www.e-billexpress.com/ebpp/StrideK12/</p>	



K12 Management Inc.

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

Invoice No. **INV-003-10269**

Invoice

Customer		Date <u>4/9/2023</u>
Name	<u>Utah Virtual Academy Part Time</u>	Order No. _____
Address	_____	Rep _____
City	_____ State _____ ZIP _____	FOB _____
Phone	_____	

Description	TOTAL
Charges for April 2023	
BLOCK Fee	\$ 4,301.00
<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 (& 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>	
SubTotal	\$ 4,301.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 4,301.00

Payment Details

Wire Details:

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

Mail:

K12 Management
PO Box 824186
Philadelphia PA 19182-4186

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



INVOICE

Invoice #: INV1963
Invoice Date: 05/01/2023
Due Date: 05/01/2023

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, May 10, 2023

1

SY 23 Enrollment/Retention

2

Academic Update: Counseling
Data Project

3

Positive Behaviors Report

4

Staff Handbook

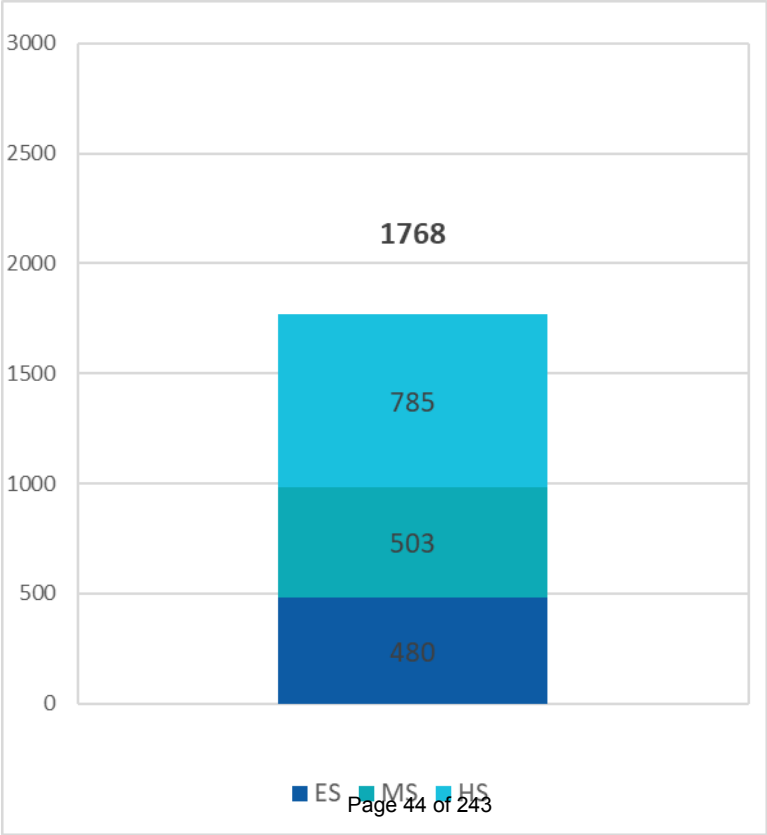
5

Special Education Policies and
Procedures Manual

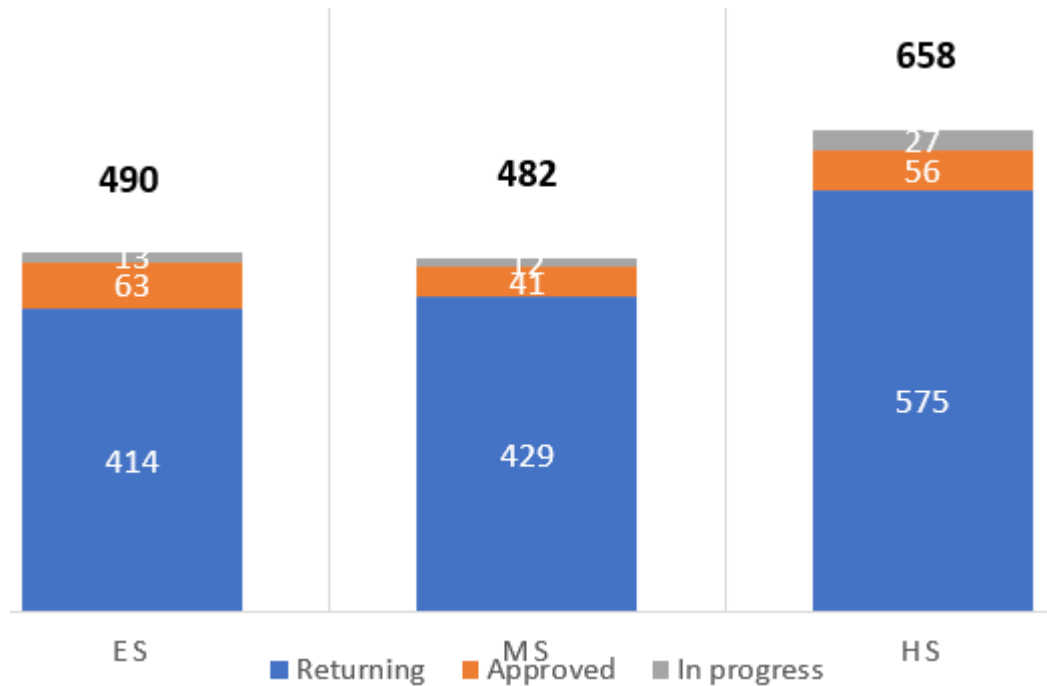
6

Mental Health Screening

UTVA Enrollment SY23



UTVA Enrollment SY24



Retention

In-Year CWM Rate To Date

11.9%

Prior Year To Date 12.9%

% +/- To Prior Year -1.0%

Change since last week 0.1%

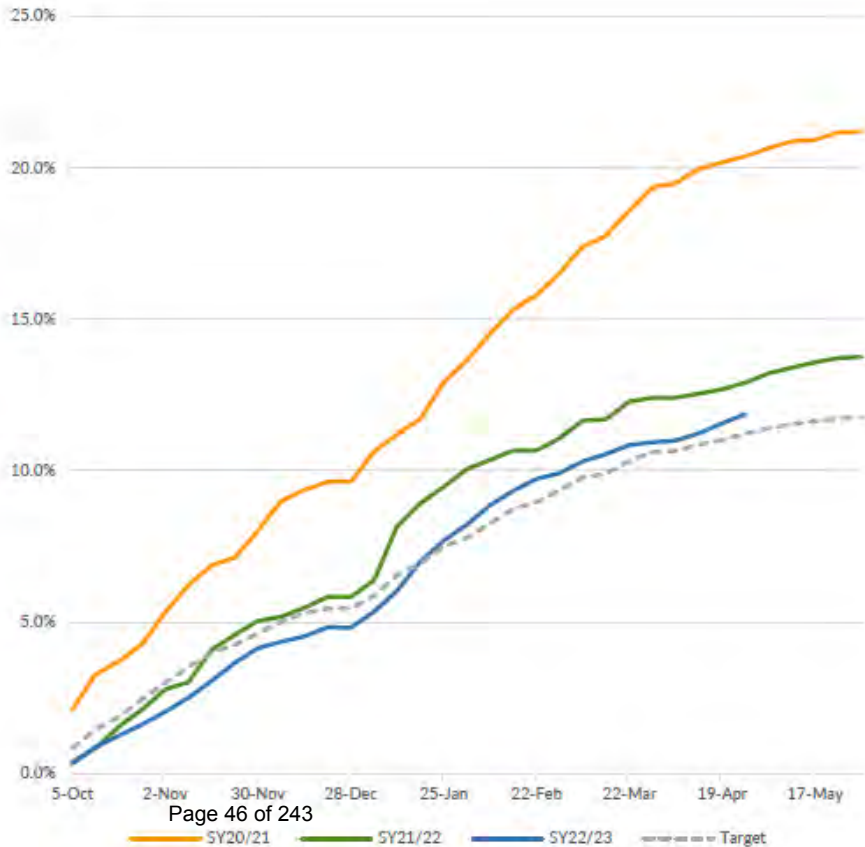
Target To Date 11.2%

% +/- To Target 0.6%

Change since last week 0.1%

2 Years To Date 20.4%

% +/- To Two Yrs Ago -8.5%



Accountability and Data Project

School Counseling Programs - Access, Attainment, Achievement



District Name
Utah Virtual Academy

School Name
Click here for Dropdown

School Year
2022-23

Area of Focus
☒ Access
☐ Attainment
☐ Achievement

This project provides targeted supports to students...

<input checked="" type="checkbox"/> Who need academic support	<input type="checkbox"/> Who need academic enrichment	<input type="checkbox"/> Other (please specify):
<input checked="" type="checkbox"/> From low-income families	<input type="checkbox"/> Who are refugees	
<input type="checkbox"/> Who are emergent bilingual	<input type="checkbox"/> Who are immigrants	
<input type="checkbox"/> With disabilities	<input type="checkbox"/> Who are first-generation college going	
<input checked="" type="checkbox"/> Experiencing homelessness	<input type="checkbox"/> Of ethnically or culturally diverse backgrounds	

Baseline Data

This year is our baseline data year for this new project. Free and Reduced Lunch students have not specifically been tracked for attending College and Career Readiness meetings in the past. High school data (i.e. SOAR report) shows us that 45% of our students are economically disadvantaged and 2% are homeless which is a large population of our students. Only 18% of these are in advanced class that lead to postsecondary readiness and 14% of them dropout of high school. This tells us that these students are not accessing the coursework and resources they need for postsecondary readiness.

How does this project support the School Improvement Plan?

The high school SIP priority 2 is focused on college and career readiness. The middle school SIP priority 2 is focused on student engagement and empowerment. By targeting these F/R lunch students counselors are educating and supporting students who are less likely to be ready and have resources for college and career after high school.

This project is: ☒ New ☐ Continuing *Number of previous years on project: 0

Goal Statement				
Direction	Group	Data Elements	Expected	Date of Outcome
<i>Example: Increase</i>	<i>9th grade male emergent bilingual students</i>	<i>credit completion rates by</i>	<i>10%</i>	<i>by the end of the 4th term</i>
Track	7-12 Grade Free and Reduced Lunch students	Attendance at College and Career Readiness Meetings	65% completed	by the end of the 22/23 SY
Goal Explanation (Optional)				
This year we are gathering base data and will have comparative data next year. In subsequent years our goal is to increase attendance and percentage goals.				

How will achieving this goal lead to significant and meaningful outcomes for students?

At risk student populations will have better access to and knowledge about resources for postsecondary readiness to assist them in providing for themselves and succeeding during and after their secondary education. Increased attendance at CCR meetings will help guide students to find and achieve their desired career and education goals. More support and education should also help increase the numbers of these students who are in advanced classes and their graduation rate.

Systemic Interventions	
Individual Level	Students receive 4 tiers of intervention to improve attendance. 1. Student meetings are scheduled in their online classrooms 2. Counselor texts/emails students who didn't attend scheduled CCR meeting, tries to reschedule. 3. Counselors calls home to hold meeting or reschedule. 4. Counselor emails information to students who didn't attend meeting in Zoom or scheduled CCR meeting.
Student Group Level	Students who are on free and reduced lunch are identified and have specific efforts such as additional emails, texts and phone calls made from counselors and mentors to have them attend CCR meetings
Classroom Level	Students receive homeroom lessons from counselors once a month about postsecondary readiness (i.e. ACT information, college application week etc.) as well as reminders about CCR scheduling and the importance of attending.
Grade Level	7, 10 and 12th graders participate in individual CCRs with counselors while 8, 9 and 11th grade have group CCRs.
School Level	Mentors are contacting students and reminding them about their CCR meetings
District Level	Same as school level
Family Level	Parents are encouraged to attend CCRs and be a part of the planning process with their students. Families are sent emails and phone calls informing them about student CCR meetings. CCR announcements are included in newsletters sent home to families.
Community Level	Counselors collaborate with our Parent Advisory Council to present data, get feedback about the CCR process and further engage our free and reduced lunch students

Accountability and Data Project

School Counseling Programs - *Access, Attainment, Achievement*

Evidence of Impact: When did you share the story?

Administration	05/2023
Faculty and Staff	05/2023
School Community Council	05/2023
School Board	05/2023

Progress Monitoring: How is it going?

Fall	Winter	Spring
A list of F/R lunch students was pulled to identify students needing extra intervention. Individual CCR Meetings were conducted with 7th and 12th graders	Group CCR Meetings were conducted with 11th graders and individual meetings with 10th graders	Group CCR Meetings were conducted with 8th and 9th graders

Results/Outcome Statement

Did you meet your goal? ☒ Yes ☐ No ☐ Undetermined

We did meet the goal of 65% CCR attendance for 7-12 grade free and reduced lunch students. We recorded 69% attendance.

Data Graphic

Free and Reduced Lunch Student CCR Attendance



Reflection: Project Outcome Analysis

A success of the project was the collaboration of mentors, counselors, office staff and administration. We were able to gather data about and identify students who are economically disadvantaged and classified under free and reduced lunch. We were able to make a tiered system to reach these students and their parents to engage in the CCR process and help promote postsecondary readiness. Challenges arose at the end of the year with 8th and 9th graders because time ran out to complete our tiered process and student burnout at the end of the year was high. Their percentages of attendance are lower because of this.

Reflection: Learning and Next Steps

Because this was a baseline year we set our percentages on the lower end. We now have a process and starting data to continue moving forward. We will raise our percentage goals yearly and continue to focus on and implement strategies to help this population of students attend their CCR meetings with counselors. We will continue to review and analyze data such as graduation rate, drop out rate and advanced class enrollment as more of these students participate in CCR meetings to understand the impact of our intervention.

Utah Virtual Academy Positive Behavior Plan

Name of Program	Level of Implementation	Description	What We Did This Year
Structure and Routine	Fully implemented	Students log into their Online School Learning System to access and attend scheduled live online classes, complete and submit coursework, and receive communication and school announcements.	Elementary SIP Priority 1: Instruction Secondary SIP Priority 1: MTSS Instructional Strategies
Student Services Team (Student Services Administrator, Attendance Interventionists, Strong Start Coordinator)	Fully implemented	MKV Support MTSS <ul style="list-style-type: none"> • Tiered student and family support Lynx Club- students earn Lynx tickets <ul style="list-style-type: none"> • 90% + live class attendance • 100% weekly login • Teachers/staff give Lynx tickets as rewards • Monthly drawing for Lynx Grab Bag Attendance Challenges- encourage attendance before & after school breaks <ul style="list-style-type: none"> • 100% live class attendance • Challenge reward mailed to all participants who qualify Intervention <ul style="list-style-type: none"> • Daily absence communication as needed • 1:1 meetings to identify and resolve attendance barriers 	Received training and consultation from Safe & Civil Schools.
Secondary Lynx Time & Homeroom	Fully implemented	Students attend activities that support student learning, build school culture, provide social-emotional learning (SEL) opportunities, and prepare students to plan for the future. Reinforces school A.C.E. Expectations- Attend Communicate Engage	Secondary SIP Priority 2: Engagement: Engage families and students in becoming active participants in their academic success. (A.C.E., attendance, Lynx Time/Homeroom, Engaging Tiered Instruction)
Elementary Clubs &	Fully	<ul style="list-style-type: none"> • Story Time- Weekly 	Elementary SIP Priority 2: Student

Engagement	implemented	<ul style="list-style-type: none"> • Social Hour- Weekly • School Clubs • Monthly Family Engagement Activities • Reinforces ACE Expectations of school culture • Social Skills Group 	Focus: Engage families in academic success by promoting successful home and school collaboration
School Social Worker	Fully implemented	<ul style="list-style-type: none"> • Provides individual counseling for students as needed • Collaborate with school staff to create a positive school environment. • Works with School Counselors in collaboration 	Contracted with a School Social Worker who collaborates with SST Administrator and school counselors.
School Counselors	Fully implemented	<ul style="list-style-type: none"> • Provides individual guidance for students struggling academically and/or socially. • Provides targeted small-group counseling. • Provides SEL small groups. • Collaborates with school staff to create a positive school environment. • Works with School Social Worker in collaboration. 	State-approved School Counselor program fully implemented
Secondary School Mentors	Fully implemented	<ul style="list-style-type: none"> • Focus on relationship building. • 1:1 school support and encouragement. • Partners with a parent/Learning Coach to provide individualized support to promote student success. • Works in collaboration with teachers, counselors, and support staff. 	State-approved School Counselor program fully implemented
Student Body Officers & Jr. Ambassadors	Fully implemented SY2021-22	Students work with SST and Parent Advisory Committee to share ideas, build school culture, engage in service, and plan student engagement activities.	Student Body Officers-collaborate to support school social programs.
Parent Advisory Committee (PAC) & School LAND Trust Council	Fully implemented	Meets monthly to collaborate with staff and provide feedback on school programs, engagement opportunities, and school culture. The School Council is involved in meaningful discussions regarding academic improvement and school plans.	Meeting Notes
Strong Start Program	Fully implemented	<ul style="list-style-type: none"> • New student/family support. • Establish a positive relationship with the school. • Training and orientations. 	Strong Start Welcome Packet



Employee Handbook

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WELCOME!

The Utah Virtual Academy (UTVA) is a highly effective public charter school, funded by state tax dollars, that provides an individualized standards-based education for students throughout the State of Utah. Our teachers are among the best in the state for distance learning. Our team of hard working, highly qualified staff work as partners with parents to provide an innovative and challenging education experience. UTVA believes parents are integral in students' acquisition of knowledge and works to strengthen family values, promote character, and provide skill mastery through the use of technology and K12 Curriculum.

UTVA is a rapidly-growing organization that offers our teachers and staff members the excitement of exploring an emerging concept in education. Online public schools – sometimes also called distance learning programs, or virtual education – are growing rapidly across the country, and indeed the world. Every year, more and more states, school districts, and schools are embracing distance education programs that use the power of the Internet and technology to deliver instruction to students in new ways. These programs come in many forms, using different models. Some of these programs are full-time schools, while others are supplemental programs. However, the goal of all is the same: providing access to education programs that give parents and students more options and flexibility.

The school's Board of Directors is the governing body of the school. Our Board of Directors is comprised of parents and community members who are passionate about providing additional educational options to Utah families. The Board of Directors has entered into a management contract with K12 Inc., a Virginia-based education curriculum and school management company.

Thank you for joining UTVA. Not only are we proud of our school, but we believe that is a profoundly good choice for families who are interested in getting actively involved in their children's education. We hope you agree that you have a great contribution to make to UTVA, and that you will find your employment here a rewarding experience. We look forward to working together to create a truly successful educational environment for the children we serve.

UTVA Mission Statement

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.

UTVA Vision Statement

Our passionate commitment to individualized instruction leads us to reach all students at their own level, guiding each one to make real progress and to feel the joy of learning and achievement, both measured and intuitive.

Challenging Minds – Creating Opportunities – Leading Change

UTVA Values

Positive Attitude, Professionalism, Enthusiasm, Passion, Innovation, Ownership, Dedication

Introduction – Welcome to Stratus HR!

MISSION STATEMENT

Stratus HR offers strategic business solutions in the areas of human resources, workers' comp, risk management, employee benefits, payroll and HR software to our exclusive and valued clientele, and their employees and families, by employing a dedicated, knowledgeable and friendly staff of service professionals.

Stratus HR is a professional employer organization in the business of providing outsourced human resource services. Stratus HR has contracted with the business, now referred to as UTVA, to provide services such as payroll administration, employee benefit administration, and other human resource needs. Under this arrangement, both Stratus HR and the worksite employer are your employers and have certain rights and responsibilities with respect to your employment. As a co-employer, we both want to do our part to assist in making your job more fulfilling. Our goal is to provide you with the best benefits and employee services possible.

How does this co-employer relationship affect you?

- As an employee you will report to UTVA for your day-to-day direction, control, and function at the worksite.
- You are responsible for acknowledging both Stratus HR and UTVA's policies and procedures.
- As an employee you will contact Stratus HR for information regarding payroll, employee benefits, and some of the policies affecting employment and have access to a human resource representative.
- In the event you need to notify your employer on any formal document, you will be required to notify both employers: Stratus HR and UTVA.

It is your responsibility to read, understand and comply with all provisions of this handbook. Described within are many of your responsibilities as an employee and outlines of the programs developed by Stratus HR to benefit employees. It is one of Stratus HR's objectives to provide a work environment for employee and employer that are conducive to both personal and professional growth.

This handbook is not a contract of employment and is not to be interpreted as contractual or binding in nature. This handbook will be ever evolving, as no handbook can anticipate every circumstance or question regarding policy. As Stratus HR continues to grow and as state and federal laws change, the need may arise to revise, supplement, or rescind any policy or portion of this handbook from time to time as it is deemed appropriate in Stratus HR's sole and absolute discretion. The only exception to any change would be the "at-will" employment policy permitting you, Stratus HR, or UTVA to end our employment relationship at any time, with or without cause. Employees will, of course, be notified of any changes to the handbook as they occur.

Contact Information

Stratus HR is committed to providing the best quality of services to both our clients and our employees. To ensure the best access to our services, we have listed our contact information below:

Stratus HR Employee Services Representatives	
Director, Human Resources	75 West Towne Ridge Pkwy, Building 2, Suite 440 Sandy, UT 84070
Stacey Gibson, SHRM-SCP, SPHR	
Phone: 801.984.1331	
Email: hr@Stratus HR	Office: 801.984.0252 Toll free: 877.977.8233 Fax: 801-984-0254 Website: https://Stratus HR
Senior Payroll Manager	
Kim Davis-Anderson, CPP	
Phone: 801.984.1328	
Email: payroll@Stratus HR	
Benefits Consultants	Office Hours: 8:00 AM – 5:30 PM Monday – Friday
Phone: 801.984.1326	
Email: benefits@Stratus HR	

During *out-of-office hours*, one may leave a message with Stratus HR's urgent Voice Mailbox and the voice recording will be escalated and emailed to our service representatives.

Employment At-Will

Employment with Stratus HR and UTVA is entered into voluntarily, and you are free to terminate your employment at-will at any time, with or without cause or notice. Similarly, Stratus HR or UTVA may terminate the employment relationship at-will at any time, with or without cause or notice, so long as there is no violation of applicable federal or state law.

Nothing contained in this Handbook should be considered either an express or implied contract of employment. These policies are not contractual employment commitments and except for the employment-at-will policy may be changed or revoked at any time. No policy is intended as a guarantee of terms or conditions of employment or of benefits or rights. This Handbook does not alter the employment-at-will relationship in any way. Employment is not for any specific time and may be terminated at will, without notice, at any time with or without reason. These guidelines supersede any previous oral or written policies and practices regarding matters covered in this Handbook.

No manager, supervisor or employee of Stratus HR and/or UTVA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the UTVA Board of Directors has the authority to make any such agreement and then only in writing.

Equal Opportunity

Equal Opportunity Employment

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, abilities and employer needs. Both Stratus HR and UTVA are equal employment opportunity employers and prohibit unlawful discrimination, harassment and retaliation against employees, applicants, or any other covered persons as described in this section. Both Stratus HR and UTVA will extend equal employment and advancement opportunities to all qualified individuals regardless of their race, color, religion, creed, age (40 and over), sex, gender, sexual orientation, gender identity, pregnancy, disability, national origin, ethnic background, genetic information (including of a family member), past, current, or prospective military service, and/or citizenship, or any other classification protected by applicable local, state or federal law. This non-discrimination policy extends to all terms, conditions and privileges of employment as well as the use of all company facilities, participation in all company-sponsored activities, and all employment actions such as promotions, compensation, benefits, hiring, and termination of employment.

Employees who become aware of or experience unlawful discrimination as a result of any protected class as outlined above or any other characteristic protected by law shall promptly report the matter to his or her supervisor and to their Stratus HR Employee Services Representative. If the manager is unavailable or the employee believes it would be inappropriate to contact that person, the employee shall immediately contact any other member of management and their Stratus HR Employee Services Representative. Contact information is provided at the beginning of this manual.

Any manager who becomes aware of possible discrimination as a result of any protected class as outlined above or any other characteristic protected by law shall promptly notify the highest management official available and your Stratus HR Employee Services Representative immediately. Failure to provide notice could result in disciplinary action, up to and including termination.

Anyone engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination.

Disability Accommodation

Stratus HR and UTVA are committed to full compliance with the Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been established to provide persons with disabilities access to meaningful employment opportunities. Pre-employment inquiries are made only regarding the applicant's ability to perform the essential functions of the position.

Consistent with ADA requirements, Stratus HR and UTVA will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. All employment decisions are based on the merits of the situation in accordance with defined criteria, not on the disability of the individual.

Stratus HR and UTVA are also committed to not discriminate against any qualified employee or applicant because of his or her relationship or association with a person with a disability. Stratus HR and UTVA will follow any applicable state or local law that provides individuals with disabilities greater protection than the ADA.

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the Human Resources Department. You may request orally or in writing. UTVA encourages employees to make their request in writing and to include such relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

Upon receipt of an accommodation request, a member of the Human Resources department and your manager will engage in an interactive dialogue with you to discuss and identify the precise limitations resulting from the disability and explore potential accommodation that UTVA might make to help overcome those limitations. However, the company is not required to make the specific accommodation requested by you and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on UTVA.

If your disability or need for accommodation is not obvious, UTVA may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, UTVA may require that you see a health care professional of UTVA's choosing, at UTVA's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied. Stratus HR and UTVA will keep confidential any medical information obtained in connection with your request for a reasonable accommodation.

This policy is neither exhaustive nor exclusive. UTVA is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state and local laws.

Pregnancy Accommodation

Employees who are pregnant, are breastfeeding, or have other conditions related to pregnancy and childbirth may need some accommodations at work. In accordance with applicable laws, UTVA provides reasonable accommodations unless doing so would cause undue hardship. Depending upon the circumstances and as allowed under applicable law, UTVA may require a medical certification from the employee's health care provider concerning the need for accommodation. However, UTVA will not require a medical certification for a request for more frequent restroom, food, or water breaks due to pregnancy or breastfeeding. Employees who require accommodations for pregnancy, breastfeeding or related conditions should contact their manager/supervisor or Human Resources.

Break Time for Nursing Mothers

Federal law entitles an employee to reasonable breaks to express breast milk for her nursing child, for up to one year after the child's birth, each time the employee needs to express milk. Supervisors are encouraged to consider flexible schedules to accommodate an employee's needs.

UTVA provides a private place (other than a bathroom) that is shielded from view and free from intrusion from coworkers and the public for an employee to use when expressing breast milk. If possible, supervisors will ensure that employees are aware of these workplace accommodations prior to maternity leave. UTVA is not required to compensate

nursing mothers for breaks taken for the purpose of expressing milk. However, where UTVA already provides compensated breaks, an employee who uses that time to express milk must be compensated in the same way that other employees are compensated for break time. Questions relating to an undue hardship or this policy may be directed to your Stratus HR Employee Services Representative. Contact information is located at the beginning of this handbook.

Religious Accommodation

Stratus HR and UTVA comply with Title VII of the Civil Rights Act of 1964, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, UTVA will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for UTVA.

If you believe you need an accommodation because of your religious beliefs or practices or lack thereof, you should request an accommodation from your Stratus HR Employee Services Representative. You may make the request orally or in writing. Stratus HR and UTVA encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices or lack thereof and one or more of your work requirements.

After receiving your oral or written request, UTVA will engage in a dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and one or more of your work requirements. UTVA encourages you to suggest specific reasonable accommodations that you believe would resolve any such conflict. However, UTVA is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on UTVA.

UTVA may ask you to provide additional information about your religious practices or beliefs and the accommodation requested. If you fail to provide the requested information, your request for an accommodation may be denied.

Ethics & Confidentiality

Harassment at the Workplace

Stratus HR and UTVA are dedicated to providing a work environment free of any form of unlawful harassment. We expressly prohibit any form of unlawful harassment by anyone, including any manager personnel, co-worker, vendor, client, or customer, that is sexual in nature or based on race, color, religion, creed, age (40 and over), sex, gender, sexual orientation, gender identity, pregnancy, disability, national origin, ethnic background, genetic information (including of a family member), military service, and/or citizenship, or any other classification protected by applicable local, state or federal law. Violation of this policy will result in disciplinary action up to and including termination.

Definitions of Harassment

- **Sexual harassment means any harassment based on someone's sex or gender.** Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender, sexual orientation, or gender identity. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated. Sex-based harassment, that is harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males), may also constitute discrimination if it is severe or pervasive and directed at employees because of their gender or gender identity.

- **Harassment** on the basis of any other protected status is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, age (40 and over), sex, gender, sexual orientation, gender identity, pregnancy, disability, national origin, ethnic background, genetic information (including of a family member), military service, and/or citizenship, or any other classification protected by applicable local, state or federal law, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Whether or not the conduct rises to the level of unlawful harassment depends on the facts and circumstances in each particular instance. Stratus HR will investigate all reported incidents. Harassment is prohibited both at workplace and at employer-sponsored events.

Workplace Bullying

The purpose of this policy is to communicate to all employees, including team leaders and owners, that the company will not tolerate bullying behavior by and against employees, supervisors, managers, applicants for employment, and others in the workplace environment. Employees found in violation of this policy will be subject to discipline, up to and including termination.

Your worksite employer defines bullying as “inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment.” All employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The company considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

This list is illustrative only and is not exhaustive. All workplace bullying is prohibited.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment. Additionally, employees are responsible for respecting the rights of their co-workers.

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to the School, you should follow the Grievance Policy adopted by the Board of Directors. Board policy can be found here: <https://utva.k12.com/who-we-are/board.html>

If you experience any job-related harassment, you shall promptly report the incident to your supervisor or other available management, and your Stratus HR Employee Services Representative to conduct a full investigation. If you believe it would be inappropriate to discuss the matter with your supervisor, or if your supervisor is the offending party, you may report the incident directly to any other available member of management and your Stratus HR Employee Services Representative. Stratus HR contact information is provided at the beginning of this manual.

EMPLOYEES WHO EXPERIENCE CONDUCT THAT THEY BELIEVE TO BE CONTRARY TO THIS POLICY ARE REQUIRED TO TAKE ADVANTAGE OF THE COMPLAINT PROCEDURE. AN EMPLOYEE’S FAILURE TO FULFILL THIS OBLIGATION COULD AFFECT HIS OR HER RIGHTS.

Retaliation Is Prohibited

Stratus HR and UTVA prohibit retaliation against any individual who makes a good-faith report of discrimination or harassment, or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination.

Stratus HR and UTVA are committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, Stratus HR and UTVA may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Confidentiality

Stratus HR, to the extent possible, will maintain the confidentiality of information received as a result of the discrimination or harassment charge and the resulting investigation.

Whistleblower Policy

Definition

“Protected Disclosure” means an allegation, made in good faith, that Utah Virtual Academy (UTVA) or one or more of its employees, contractors (acting in the course of its work for UTVA) or members of the Board of Directors, has in the course of his, her or its duties to UTVA acted unlawfully or in violation of published Board of Directors’ policies.

Preamble:

UTVA has moral, ethical and legal responsibilities for the stewardship of its resources and the public and private support that enables it to pursue its mission. Although UTVA’s controls and operating procedures are intended to deter, detect and prevent improper activities, as at any institution, intentional and unintentional violations of laws, regulations, and policies may occur. This policy is intended to result in the internal identification and remediation of such violations.

Policy:

Reporting Protected Disclosures: Any person may make a Protected Disclosure. It is the responsibility of all employees and board members to report Protected Disclosures. Protected Disclosures should be made in writing so as to assure a clear understanding of the issues but may be made orally. Reports should be factual and contain as much specific information as possible. Protected Disclosures shall be made 1) by employees to their immediate supervisor or other person upwards in the supervisory chain, and 2) by other persons to the head of school. However, when there is a potential conflict of interest, such reports may be made to another person in management who you may reasonably expect to have either responsibility over the affected area or the authority to review the alleged improper activity on behalf of UTVA.

Protection from Retaliation: UTVA and its employees and board members are prohibited from 1) retaliating or attempting to retaliate against any person who has made a Protected Disclosure or who has refused to obey an order that is illegal or in violation of published Board of Director’s policies, and from 2) directly or indirectly using or attempting to use the authority or influence of his or her position for the purpose of interfering with the right of the

person to make a Protected Disclosure. Anyone who retaliates against or interferes with someone who has made a Protected Disclosure is subject to discipline which, for employees, could be up to and including termination.

Investigations: Supervisors to whom a Protected Disclosure is made are required to report them to the head of school. The head of school will undertake or cause to be undertaken an investigation and resolution of the alleged violations. The head of school will advise the board chair and/or board vice chair, of all Protected Disclosures regarding accounting practices, internal fiscal controls or auditing. All internal complaints will be investigated promptly and with discretion, and all information obtained will be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action will be taken where the allegations are verified and/or otherwise substantiated. *Adopted September 29, 2009*

Work for Hire

When an employee has created a work within the scope of their employment, the work is considered a "work made for hire," and the employer - not the creator - owns the work.

Conflicts of Interest

The successful business operation and reputation of Stratus HR and UTVA are built upon the principals of fair dealing and the ethical conduct of our employees. Transactions conducted with outside firms must be done in a manner consistent with the framework established by Stratus HR and UTVA. Employees owe a duty to Stratus HR, UTVA, their customers, vendors and shareholders to act in a way that will merit the continued trust and confidence of others. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

No presumption is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose such influence to Stratus HR as soon as possible. Stratus HR can establish safeguards to protect all parties from the existence of any actual or potential conflicts of interest.

Ethics

Employees are expected to act ethically, honestly, and with the highest standard of personal integrity at all times in the performance of their job responsibilities. Employees must comply fully with federal, state and local laws and regulations governing our operations, and must conduct their business affairs according to the highest legal and ethical standards. Violation of this policy may subject an employee to discipline, up to and including immediate termination.

You are to report any actual or potential violations of applicable laws or regulations and any unethical, dishonest or improper conduct to your supervisor, the president/CEO, Head of School, or to your Stratus HR Representative. If you are uncertain as to the applicability of a law or this policy to your work, you are responsible for seeking guidance from your manager, the president/CEO, Head of School, or your Stratus HR Representative. No reprisal or detrimental action of any kind shall be taken against an employee who reports a violation of law or of this policy.

Student and Family Relations

UTVA strives to consistently provide students and their families with service that is of exceptional quality and value. In order to realize our commitment to our families, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with families by gaining their trust and respect through professional, honest interaction.
- Handle complaints quickly and professionally. If you are unable to resolve a complaint to the parent's satisfaction, review the situation with a member of the Administrative team.
- Communicate with families in a professional manner whether in person, over the phone, or via e-mail.

Always remember that you are the School to our customers and our reputation and the customer's perception of the school is attributed to each employee.

Family Education Rights and Privacy Act (FERPA)

Employees shall ensure the confidentiality of all student records, as required by state and federal law, including the federal Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq.) ("FERPA"). Any personally identifiable information about a student that is disclosed to Employee shall be used solely for the stated purposes of the disclosure and shall not be redisclosed to any other person without the prior written consent of the student's parent (or of the student if he/she is age 18 or older). Redisclosure of such information by Employee without the required prior written consent will result in disciplinary action, up to and including termination

Confidentiality Agreement

As an employee, you agree that during employment, you will not remove, retain, copy, or utilize any confidential, privileged or proprietary information of Stratus HR or UTVA unless authorized to do so. You agree that if you are authorized to remove, retain or copy any confidential, privileged or proprietary information of Stratus HR or UTVA, all removed, retained or copied confidential or privileged information shall be returned to an executive of Stratus HR or UTVA within one business day of notification of your termination of employment. You agree that upon termination of employment, you will not remove, retain, copy or utilize any confidential, privileged or proprietary information of Stratus HR or UTVA.

Confidential information includes but is not limited to: software; prospect worksheets; customer worksheets; customer lists; contractor lists; customer agreements; contractor agreements; service guidelines; marketing information and strategy; financial information and plans; customer and contractor information, both technical and non-technical; present and future plans; sales quotes, costs and margins procedures; pricing and bidding methods and techniques; accounting; finances; compensation information; actual or potential customer information, lists and data; business plans and goals; profit margins and information; servicing methods; production processes; research and development strategies, drawings, CAD data and all other trade secrets and proprietary data.

Confidential information shall not include any data or information that is lawfully in the public domain or becomes known in the marketplace through no wrongful act of an employee, or information that has been independently developed and disclosed by others.

All discoveries, inventions or techniques developed in the course of your employment belong to Stratus HR or UTVA. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Employees may be required to sign a separate Non-Compete Agreement and/or a Confidentiality Agreement as a condition of employment.

Notwithstanding the foregoing nondisclosure obligations, pursuant to the federal Defend Trade Secrets Act, 18 U.S.C. § 1833(b), employees shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Workplace Monitoring

Stratus HR and UTVA may use various business and employee monitoring methods to ensure quality control, customer service, production, workplace standards, employee evaluations and safety measures that meet company standards. Some forms of monitoring may include, but are not limited to, accessing computer/e-mail files and documents, **and** listening/recording business calls.

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Employees understand that they have no expectation of privacy in connection with the use of business equipment or with the transmission, receipt, or storage of information on equipment provided by Stratus HR or UTVA.

Stratus HR and UTVA are sensitive to the legitimate privacy rights of employees. Every effort will be made to guarantee that workplace monitoring is done in a legal, ethical and respectful manner. Monitoring of the workplace will be conducted by authorized persons.

UTVA has provided you with a computer for work related tasks. UTVA computers will be monitored with a monitoring system to maintain the computers are being used for work related items. Under no circumstances should any staff download a program, game, or other software without the permission of the tech manager or an administrator. Computers are to be used for work only and staff must take security precautions to ensure the computer is only accessed by the staff member to which it was issued. Accessing unapproved websites or having any material not approved by the administration (hardware, software, or otherwise) may result in disciplinary action up to an including termination. If you are unsure about a website or have other questions, please ask your lead teacher or an administrator.

Personal emails must not be used to conduct official school business.

Personal Phone Calls and Personal Business

UTVA provides staff with **a designated phone line** for all UTVA related phone calls. The phone service and equipment is provided free of charge to UTVA staff. As such, any other phone charges will not be reimbursed.

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During business hours, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No long distance or toll calls, such as directory assistance, other than School business calls, are to be made from School telephones.

If you need to leave your work space to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your activities during the day. Personal visits of friends and family members during work time are discouraged.

Use of Communication Systems

It is the intent of the School to provide the communication systems necessary for the conduct of its business. Employees are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, electronic mail (e-mail), cell phone, **facsimile**, Internet, corporate intranet, voice mail, computer

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terminals, modems, systems and other software. Employees are permitted use of School property and must comply with School policies and procedures regarding its use.

The communication systems are owned and operated by the School and are to be used for the business of the School. Employees should have no expectation of privacy of any correspondence, messages or information in the systems, regardless of the content or purpose of the same.

The School reviews, monitors and accesses all electronic content, keystrokes and messages sent or received for any purpose, regardless of whether messages are transmitted/received via the School's e-mail system or the employee's personal e-mail account(s). All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other corporate correspondence. E-mail communications must be written following customary business communication practices as is used in School correspondence. E-mail communications are official internal School communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees. It is the employee's obligation to notify any third parties affected by this policy of the School's policies regarding monitoring employee communications.

The School's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission or postings of sexually explicit images or other images or materials inappropriate for the workplace, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on their race, color, religion, age (40 and over), sex, gender, sexual orientation, gender identity, pregnancy, disability, national origin, ethnic background, genetic information (including of a family member), military service, and/or citizenship, or any other classification protected by applicable local, state or federal law. are also prohibited on the School's communication systems.

Employees shall not, unless authorized by personnel with the authority to grant such authorization, attempt to gain access to another employee's personal communications system and messages. The School, however, reserves the right to access, and will access an employee's messages and other electronic data at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action up to and including termination.

Internet Code of Conduct

Staff members use the internet as a part of their daily job. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the School's public image and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the School's public image, the following guidelines have been established for using the Internet.

Acceptable Use of the Internet

Employees accessing the Internet are representing the School. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Instant Messaging Systems and Internet Forums may be used to conduct official School business or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

Unacceptable Use of the Internet

Using the Internet on school equipment and/or during contract time should not be used for personal gain or advancement of individual views. Solicitation of non-School business or any use of the Internet for personal gain is

strictly prohibited. Use of the Internet must not disrupt the operation of the School network or the network of other users. It must not interfere with your productivity.

Communications

Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Internet including, but not limited to, any Web-based sites or programs utilized through the School. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-School Internet systems and should refrain from making any representations that would somehow attribute their personal opinions to the School.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior management approval.

Copyright Issues

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the School. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the School up to and including immediate termination or legal action by the copyright owner.

Passwords

While our systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the School from accessing your files.

You are required, however, to disclose your password(s) to your supervisor because your system may need to be readily accessed by the School when you are absent. Never disclose personal or system passwords to anyone other than authorized School representatives.

Employees will not attempt to gain access to another employee's e-mail or voice mail messages. However, the School reserves the right to access an employee's messages at any time, without notice, to the employee.

Security

All messages created, sent or retrieved over the Internet are the property of the School and should be considered public information. The School accesses and monitors all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. You cannot change your computer password without permission from your supervisor.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

Violations

Violations of any guidelines listed herein may result in disciplinary action, up to and including immediate termination. If necessary, the School will advise appropriate legal officials of any illegal violations.

Social Media

Stratus HR takes no position on your decision to start or maintain a blog or participate in other social networking activities. However, employee's use of social media can pose risks to the company's confidential and proprietary information, reputation, and brands, can expose the company to discrimination and harassment claims, and can jeopardize the company's compliance with business rules and laws.

General Provisions

Social media is an important part of our current culture. If Social Networking is to be used for school purposes including, but not limited to, Twitter, Facebook, Blogger or WordPress, the employee must have a designated account used for school purposes only.

The use of social media sites must have a clear, educational purpose and will provide value to students. As an example, social media can be utilized to send reminder Tweets for approaching deadlines or class sessions, sharing relevant news or information, homework help, and for continuing classroom discussions. Stratus HR and UTVA, employees are not authorized to speak on behalf of Stratus HR or UTVA. Employees are expected to protect the privacy and reputation of Stratus HR, UTVA, its employees and families, and are prohibited from disclosing proprietary and nonpublic information to which employees have access. Such information includes but is not limited to "confidential information" as defined in this Handbook.

Personal Social Networking

Stratus HR and UTVA respect the right of employees to write blogs and use social networking sites and do not want to discourage employees from self-publishing and self-expression. Employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee.

Stratus HR and UTVA respect the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and do not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just Stratus HR or UTVA.

Employees shall not use employer-owned equipment, including computers, company-licensed software or other electronic equipment, nor facilities or school time, to conduct personal blogging or social networking activities without permission.

Employees shall not use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with Stratus HR or UTVA.

If you choose to identify yourself as an employee of Stratus HR or UTVA, please understand that some readers may view you as a company spokesperson. Because of this possibility, we ask that you state that your views expressed in your blog or social networking area are your own and not those of the school, nor of any person or organization affiliated or doing business with Stratus HR or UTVA.

Employees shall not post on personal blogs or other sites the name, trademark or logo of Stratus HR or UTVA or any business with a connection to Stratus HR or UTVA without permission. Employees shall not post company-privileged information, including copyrighted information or school-issued documents.

Employees shall not reference or cite UTVA's students, families or employees.

Employees shall not post on personal blogs or social networking sites photographs of other employees, clients, vendors or suppliers, nor shall employees post photographs of persons engaged in school business or at school events without permission.

Employees shall not post on personal blogs and social networking sites any advertisements or photographs of school products, nor sell school products and services without school permission.

Employees shall not link from a personal blog or social networking site to Stratus HR or UTVA's internal or external web site without permission.

If contacted by the media or press about any communication that relates to Stratus HR or UTVA, employees are encouraged to speak with their manager or company spokesperson before responding. If you have any questions relating to this policy, your personal blog or social networking, ask your manager or supervisor.

Stratus HR or UTVA investigates and responds to *all* reports of violations of the social networking policy and other related policies. Violation of the social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. Stratus HR and UTVA reserve the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

Media Inquiries

From time to time, as an employee of the School, you may receive inquiries from the media (e.g., newspapers, television stations, radio stations, magazines, or other periodicals). To ensure that the School maintains the appropriate public image and that communications to the media are accurate and in line with applicable school policy, if you are contacted by the media, you should refer the individual making the inquiry to the Executive Director. Only the Executive Director or other individual authorized by the Board of Directors is authorized to give statements to any representative of the media.

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Gifts and Favors

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$10, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

Employees are not to give, offer or promise directly or indirectly anything of value to any representative of a customer, a potential customer, a vendor or potential vendor, financial institution or potential financial institution with whom UTVA has or may have a business relationship.

Solicitations and Distribution of Literature

It is the intent of UTVA to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

The following guidelines will apply throughout UTVA:

- Group meetings for solicitation purposes during work hours or in work areas are prohibited. This guideline does not pertain to School-sponsored meetings.
- The distribution or circulation of literature or other materials during work hours or in work areas is prohibited.
- Employees shall not engage in any solicitation of other employees for any purpose whatsoever during working hours or in work areas.
- The School's facilities may not be used as a meeting place that involves solicitation and/or distribution of literature.
- In order to maintain good customer relations and preserve the professional work environment, employees may not wear any insignia, badge or button on their person, nor display any insignia, badge or button on their desk or in their work area, excluding professional designation awards, except as allowed by law.
- Management will approve and post all information on the Schools bulletin boards.
- Non-employees are prohibited from trespassing, soliciting or distributing literature on School premises.

School Property

In an effort to ensure the safety and welfare of employees and invitees, the School reserves the right, on reasonable suspicion that School policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks and any other property located on School premises or worksites. Entry on School premises or worksites constitutes consent to searches or inspections.

Employment Status

Immigration Law Compliance

It is Stratus HR's policy to employ persons legally authorized to work in the United States without regard to citizenship, ethnic background, or national origin. In compliance with the Immigration Reform and Control Act of 1986, new employees as a condition of employment, must provide actual documents verifying eligibility to work and complete INS Form I-9. These conditions apply to rehired employees as well.

Employees with questions or seeking more information regarding immigration law issues are encouraged to contact a Stratus HR Employee Services Representative. Employees may raise questions or complaints regarding immigration law compliance without fear of reprisal.

E Verify

Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Upon hire, Stratus HR will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. If the Government cannot confirm that you are authorized to work, Stratus HR is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment. E-Verify will not be used to pre-screen job applicants or to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9. If you believe that your employer has violated its responsibilities under this program or has discriminated against you during the verification process based upon your national origin or citizenship status, please call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-7688. (TDD: 1-800-237-2515).

Employment Classification

It is the intent of Stratus HR to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. All employees are classified as either exempt or non-exempt for the purposes of the Fair Labor Standards Act.

Exempt:—Exempt employees are typically managers, executives, administrative staff, professional staff, technical staff, officers, directors, owners and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by applicable laws.

Non-exempt:—Non-exempt employees are typically those who do not fall in the exempt category. Non-exempt employees are eligible for overtime pay under the specific provisions of federal and state laws.

For benefit eligibility, employees are further classified as follows:

Regular full-time:—are scheduled for at least 30 hours per week and are not on temporary status. These employees are eligible for all employee benefit programs provided by Stratus HR subject to the terms, conditions and limitations of each benefit plan and the Client Service Agreement.

Regular part-time:—are regularly scheduled for less than 30 hours per week and are not on temporary status. These employees are not eligible for the group benefit plans offered. Other benefits may apply subject to terms and conditions of employment.

Temporary:—are typically those who are hired as interim replacements to temporarily supplement the workforce, or to assist in a specific project for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. All legally mandated benefits, i.e. Social Security and Workers’ Compensation Insurance, are provided.

Employee Conduct

As a School team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the School, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the School. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

To ensure orderly operations and provide the best possible work environment, Stratus HR and UTVA expect employees to follow rules of conduct that will protect the interests and safety of all employees and organizations.

The following infractions of rules of conduct will result in immediate termination:

- Theft or inappropriate removal or possession of Stratus HR’s or UTVA’s property or the property of fellow employees; possessing or removing any School property, including documents, from the premises without prior permission from management; using School equipment or property for personal reasons without proper authorization; using School equipment for profit
- Criminal activity of any type
- Threatening or intimidating a co-employee, client, customer, vendor or other person
- Falsification of records
- Possession, distribution, sale, transfer, use, or under the influence of illegal drugs or alcohol in the workplace, while on duty, during break period, or while operating employer owned vehicles or equipment
- Possession of weapons or dangerous unauthorized materials, such as explosives or firearms, in the workplace without authorization in violation of School policy or while on duty
- Soliciting gratuities from customers or clients
- Sexual or other unlawful harassment or verbal or physical abuse
- Insubordination or other disrespectful or discourteous conduct
- Unauthorized contact of a customer or use of customer’s private information
- Sleeping or appearing to sleep on the job
- Fraud or manipulation of any sales transaction, commission, process or documents
- Any form of retaliation, fighting or threatening violence in the workplace
- Refusal to take a drug test
- Disrespect of customer property or unauthorized access to customer personal areas
- Violation of Social Media expectations; Employees must refrain from all negative/disruptive/harassment type conduct
- Violation of state, federal or local laws and regulations
- Mishandling of company funds

The following infractions of standards of conduct may be disciplined up to and including termination:

- Boisterous or disruptive activity in the workplace
- Misrepresenting the school's products, services or employees
- Behavior that is rude, condescending or otherwise socially unacceptable
- Negligence or improper conduct leading to damage of employer-owned or customer owned property
- Using School property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way
- Violation of safety or health rules
- Smoking in prohibited areas or at non-designated times in accordance with School policy.
- Excessive tardiness, absenteeism or any absence without notice
- Unauthorized absence from your work station during the workday
- Unauthorized use of telephones, mail systems, internet or other employer-owned equipment
- Unauthorized disclosure of business secrets or confidential information
- Unsatisfactory performance or conduct
- Use of cellular phone while driving during work hours or while conducting work business
- Allowing customers, friends or any other unauthorized persons into off-limit areas without authorization
- Knowingly and/or maliciously making false statements, which have a negative impact on your employer's success and/or integrity of your employer and its personnel
- Gossiping or excessive socializing in the workplace
- Poor attitude
- Inappropriate, abusive, or threatening language or gestures
- Excessive personal calls, emails or similar behavior
- Conducting similar or competitive industry side businesses without prior authorization from management
- Failure to act professionally and responsibly at school functions. Employees are required to act in a manner that is respectful to the school, staff, and themselves
- Failure to complete assigned tasks
- Failure to maintain appropriate attire & hygiene
- Unauthorized overtime
- Failure to notify supervisor of any absence prior to scheduled shift
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of employees who are on working time.
- Posting, removing or altering notices on any bulletin board on School property without the permission of an officer of the School or in violation of procedures related to same

This list is illustrative only and not exhaustive. Please note that Supervisors and those in management positions will be held to a higher standard and are expected to lead by example.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other School policies, rules or regulations, the employee will be subject to disciplinary action up to and including termination.

Absenteeism and Tardiness

The School expects all employees to assume diligent responsibility for their attendance and promptness.

If you are unable to work because of illness, you must notify your Administrator by 8:00 am on each day of your absence unless you are granted an authorized medical leave, in which case different notification procedures apply.

If you are absent for more than three consecutive workdays, a statement from a physician is required before you will be permitted to return to work. In such instances, the School also reserves the right to require you to submit to an examination by a physician designated by the School at its discretion. In addition, the School may require you either to submit a statement from your physician or to be examined by a school-designated physician in other instances at its discretion, such as where attendance abuse is suspected (e.g., where an employee's record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends).

If you are absent for three or more consecutive days and do not call your Administrator to report your acceptable reason for being absent, it is assumed you decided to terminate your employment with the School (voluntary resignation).

Absenteeism or tardiness that is unexcused or excessive in the judgment of the School is grounds for disciplinary action, up to and including termination.

Employee Discipline

To ensure orderly business operations and provide the best possible work environment, Stratus HR and UTVA expect employees to conduct themselves in a professional and courteous manner at all times while at the worksite and/or during business hours, and while at work-sponsored events. The disciplinary procedure is written to correct any problem, prevent recurrence and prepare the employee for satisfactory future performance.

Disciplinary action may call for any of the following steps depending on the severity of the problem and number of occurrences: verbal warning, written warning, suspension with or without pay, and termination of employment.

VERBAL WARNING

A "verbal warning" is a verbal communication to an employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the School standards will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.

WRITTEN WARNING

A "written warning" describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.

SUSPENSION

Suspension of the employee's employment may, at the sole discretion of the School, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

TERMINATION

If an employee fails to conform his/her conduct or performance to the standards required by the School, the School may, in its sole discretion, terminate the employee's employment.

The use of "progressive discipline" is used at management's discretion and is not intended to change the at will status of your employment. Management recognizes that certain types of issues are serious enough to justify a more severe procedure even for a first offense. Certain conduct, as noted above will result in immediate termination.

If you have any questions, please contact your supervisor or Stratus HR Employee Service Representative.

Problem Resolutions

Stratus HR and UTVA strive to ensure fair and honest treatment of all employees and encourage an “open door” policy. Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should an employee have concerns regarding work performance or atmosphere employees are strongly encouraged to meet with their supervisor and speak openly to help resolve any issues. If you do not believe that a discussion with your supervisor is appropriate or if your problem is not resolved after that discussion, you may contact your Stratus HR Service Representative. Stratus HR contact information is provided at the beginning of this manual.

The School does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying the School from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude or demeanor) where the School deems disciplinary action appropriate.

Additionally, the School provides its employees with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee, who believes that they have been or are being harassed or discriminated against should follow the Complaint Procedure as described in this handbook in the Anti-Harassment policy. Job Performance Evaluations

You will be evaluated with respect to the specific job that you are performing. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the School.

A written performance evaluation of each employee may be performed periodically. The evaluation will be conducted by your supervisor and will be reviewed with you. Any areas of specific achievement or in need of improvement will be noted and discussed with you.

A positive performance review does not guarantee either an increase in compensation or continuing employment. Raises, if given, may be based on a number of factors, such as UTVA performance and profitability, department or group performance and individual performance.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization. The reason being, employment is based on mutual consent; you the employee, Stratus HR, and UTVA have the right to terminate employment at will with or without cause, at any time, with or without notice.

Stratus HR or your supervisor may schedule an exit interview or request that an exit interview form be completed by the employee at the time of employment termination. The exit interview will provide an opportunity to discuss such issues as eligible benefits, conversion privileges, and return of school property and repayment of any outstanding debts to UTVA or Stratus HR. Employee suggestions, complaints, and questions can also be discussed at that time. Your Stratus HR Employee Services Representative will be able to answer specific benefit questions and provide all required separation paperwork.

Some qualifying benefits may be continued at the employee's expense pursuant to COBRA or state continuation laws, if the employee or dependents choose to. The employee and dependents will be notified in writing of any benefits eligible to be continued and the terms, conditions, and limitations of such continuance.

Return of School Property

Any property issued to you by UTVA, such as software, computer equipment, databases, files, cell phone, wireless devices or credit card(s) must be returned at the time of your termination. You will be responsible for any lost or damaged items.

Employees who separate employment from the worksite employer should contact Stratus HR for reassignment opportunities. Contact information is provided at the beginning of this manual.

Records, References, & Changes

Access to Personnel Files

Stratus HR maintains a personnel file on each employee. Personnel files contain information such as applications, resumes, and records of training, documentation of performance, wage increases and disciplinary actions. These files are the property of Stratus HR. Access to those files is restricted only to those representatives having a legitimate reason to review the information. A current employee may request to review the contents of their personnel file. However, Stratus HR or UTVA retains the right to pull out certain confidential documents. The current employee may review the file in the presence of a Stratus HR Representative and no documents may be copied or retained by the employee. Requests to review the file must be made in writing and, depending upon the circumstances and amount of information, Stratus HR reserves the right to a reasonable time frame in which to schedule the viewing of requested materials. Stratus HR will comply with local laws regarding requests for access to employee files should they vary from the standard policy.

Reference & Background Checks

To ensure that employees are qualified for a position, UTVA may check professional and personal references on employees. UTVA may require applicants and employees to satisfactorily complete a background check. UTVA will consider your job duties, among other factors, in determining what constitutes satisfactory completion of the background check. All information obtained as a result of a background check will be used solely for employment purposes. These verifications may check into such things as work history, criminal history, DMV records, credit checks and others as deemed necessary. When a background check is required, employees and applicants will be required to fill out a form authorizing UTVA and their representatives to conduct such checks into credit history or criminal convictions. Failure to timely complete an authorization may result in termination of UTVA's consideration of your application. Falsification or omission of information may result in denial of employment or discipline, up to and including termination. UTVA complies with all applicable federal, state, and local laws regarding background checks.

Personnel Data Changes

It is the responsibility of each employee to immediately notify Stratus HR of any changes in their personnel data. Employees must update all changes within 30 days. Such data includes address, phone, emergency contact, household status (i.e. marriage, divorce, dependents) and personal changes such as educational accomplishments and certifications. Timely notification of a change is critical if that change has any possible effect on an employee's benefits options. Most benefits offer only a small window of time in which to make necessary changes. Any changes that will affect payroll must be submitted to Stratus HR no later than the last day of the pay period. Changes made after this time may not be reflected until the following pay period. If you find a discrepancy or have any questions or concerns regarding your personnel data, please contact a representative from Stratus HR by phone or by email using the contact information at the beginning of this manual.

Time Keeping & Payroll

FLSA

Stratus HR and UTVA are subject to all regulations pertaining to the Fair Labor Standards Act (FLSA). This includes all overtime, minimum wage, and payroll deduction regulations. It is our policy to comply with the requirements of the FLSA.

Improper payroll deductions are not allowable under FLSA and may result in the loss of “Exempt Status.”

If you believe an improper deduction has been made, please contact your worksite supervisor **and** your Stratus HR Service Representative so that the deduction can be immediately investigated. If it is determined that an improper deduction occurred, you will be promptly reimbursed.

Time Keeping

Employees shall accurately record all time worked each day, by project if necessary. Time records must be kept and turned in at the end of each pay period. Inadvertent errors in posting time could result in late pay and/or delivery of paychecks. Intentionally altering, falsifying, tampering with time records or recording time for yourself or another employee may result in disciplinary actions up to and including termination and/or criminal prosecution.

Eligible PTO or other authorized leave taken by you must be recorded. If an employee cannot document paid time off, the appropriate supervisor may record the time for the employee. It is the employee's responsibility to ensure that his/her time record is completely accurate. Employees are encouraged to maintain a personal copy of their time records.

Online Timekeeping: Employees will record their time in Stratus HR's timekeeping system, Swipeclock.

To access the time keeping system, employees will log into their employee portal: <https://account.splashtrack.com/>, and click on your profile icon in the upper right-hand corner of the page. Here you will find quick links to the Time Keeping, Benefits Portal and more. Make sure to allow for any popups in the internet browser of your choice and use this portal to record time or request time off. If you have questions or need further assistance, please contact Stratus HR using the contact information provided at the beginning of this manual.

All time worked by non-exempt employees should be recorded in this fashion. Any missed punches should be reported to your supervisor immediately for correction.

All employees will use this system to request PTO. Please ensure that your actual hours worked and leave time taken are recorded accurately. Falsifying a time record is a breach of the School policy and is grounds for disciplinary action, up to and including termination on the first offense.

Payroll Corrections

Stratus HR takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that the payrolls are paid promptly on the scheduled pay date.

In the event that there is an error in the amount of pay, including that you have been overpaid or underpaid, it is the employee's responsibility to promptly bring the discrepancy to the attention of their immediate supervisor. The worksite employer will contact their Stratus HR Employee Services Representative to correct any errors as soon as possible. You

may also contact a representative from Stratus HR by phone or by email using the contact information at the beginning of this handbook.

Hours of Operation

Our School's hours of operation are from 8:00 am to 5:00 pm Monday through Friday except on those days designated as School Holidays. Staff are expected to work the same hours. Occasionally there will be a need to work in the evenings to participate in school activities. On such occasions the staff member may contact their supervisor to modify their work schedule for the day of those such activities.

Workplace

Most UTVA employees' "workplace" is their home office. Staff are expected to do their work from the home address listed in their employee file unless otherwise specified in writing. If staff would like to work remotely from any other location except for specified school activities, you must notify your supervisor and get written authorization to do so including the address of the remote location and time period(s) you will be working away from your home office. Staff members understand that there is a certain amount of travel required for school outings, marketing events, testing assignments, and professional development. Staff members may also be asked to work for up to 5 days per quarter in the school office or other designated school location for the purpose of training and support from school administrators. Staff members will be reimbursed for travel expenses for travel assigned by their supervisor as per school travel policy.

Home Office

Each employee is expected to set aside a space for a home office with doors that close in order to minimize distractions and background noise during meetings, conference calls and all instruction. Each teacher's home office needs to have phone and internet connections available.

Due to federal privacy laws, it is required that you secure your wireless network to protect the privacy and confidentiality of students and staff. UTVA will not reimburse you for the wireless network. Teachers must have a high speed internet connection in the home office.

Teacher Classroom Funds

Teachers are eligible for legislative funding to be used toward their students each year. All expenses must be approved by your supervisor and properly documented on your expense report. According to R277-459-2 the purpose of the funding is "classroom teachers for school materials, supplies, field trips, and purposes or equipment that protect the health of teachers in instructional or lab settings or in conjunction with field trips." Staff that are not teachers, may be eligible to purchase school material for reimbursement, depending on fund availability. All requests must be approved in writing by your supervisor prior to purchasing materials.

Travel and Expense Reimbursement

All mileage must be pre-approved by a supervisor. Employees are eligible for mileage reimbursement for school sponsored business trips. **Reimbursement requests must be submitted within 30 days or will not be reimbursed.**

UTVA staff members will be reimbursed at the current federal guidelines per mile for travel required to perform his/her job. If a staff member lives more than 250 miles from the final travel destination required for his/her job, he/she may purchase an airline ticket if the cost of the ticket is less than the mileage reimbursement amount.

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Deleted: It is also beneficial to have a file drawer with labeled folders or a portable file case set aside for work related papers such as expense reports and training documents....

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Administrative staff will be reimbursed for mileage in excess of 40 miles round trip with the exception of visits to the office.

If a staff member needs to travel more than 90 miles one way to a school approved activity they may request permission to stay in a hotel overnight and be reimbursed the meal per diem. Staff members must have written approval from their Head of School prior to incurring the cost and a copy of that approval must accompany the expense report requesting reimbursement for such expenses.

Meals

Employees are eligible for meal reimbursement if they are on a school sponsored business trip requiring an overnight stay. Meals will not be reimbursed for trips that do not require an overnight stay.

Meals & Incidentals Daily Total	\$64.00
Breakfast (if hotel breakfast is not available)	\$14.00
Lunch	\$16.00
Dinner	\$29.00

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Other Expenses

Any other expenses accrued during travel will need to be approved through the Executive Director for reimbursement.

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Child Care Policy

UTVA strives to maintain a professional work environment yet understands the need for an atmosphere that is family oriented. UTVA values the flexibility that it can provide to its employees due to the virtual setting utilized by the school. Therefore, UTVA has implemented a childcare policy that encompasses the family friendly values of UTVA while maintaining the degree of professionalism necessary to serve the families of UTVA. Employees of UTVA must provide undivided attention to the UTVA families when performing their duties and responsibilities. Childcare needs must not interfere with such duties and responsibilities. Children of teachers must not be present in the classroom environment.

Deleted: Outing Requirements¶

UTVA staff members are required to attend one regional outing and one regional marketing event each month. Your supervisor will coordinate and assign locations, where applicable. ¶

Requirements of the Child Care Policy:

- Employees may not bring any child/children to any marketing, promotional or testing situations presented by UTVA where such employee participation is expected as part of their regular duties.
- Employees may bring their child/children to school outings and events, as long as one of the following is true: The employee's child/children will be supervised by an appropriate child care provider (other than the employee or any other UTVA employee); or the child is a UTVA student and is participating in an age appropriate school outing/event and more than one UTVA employee is overseeing the outing/event.
- Employees of UTVA must provide undivided attention to the UTVA families when performing their duties and responsibilities. Childcare needs must not interfere with such duties and responsibilities. Children of teachers should not be present in the classroom environment.
- UTVA will not be responsible for any costs related to meals or admission for children or other family members if they attend an outing or when traveling to an event.

Web Cam Policy

UTVA staff are expected to conduct most of the class instruction, family communication, and various school meetings online via online platforms such as Zoom or BlackBoard Collaborate. Web cam usage is a requirement and the following regulations are required web cam is on:

- Staff must follow the schools dress code policy

- Staff must take necessary precautionary steps to ensure there are no other people in the background, including all family members such as children, spouses, and others.
- Backgrounds must always portray a professional environment. No religious, vulgar, or otherwise school inappropriate deemed items can be displayed in the background.
- Staff are responsible to take necessary cautionary actions to ensure they know when the webcam and audio are on or off.

Emergency Closings

It is the policy of the School that offices be open during normal working hours in order to provide the service our clients require and expect from us. The School has the sole discretion in determining if the office is to be closed in the event of inclement weather, power or other utility failure, fire, flood, earthquake or some other emergency.

The School realizes its obligation to employee's physical well-being and strives to maintain a safe place for employees to work. The occasional emergency that may arise needs to be handled efficiently and calmly. Your supervisor will advise of procedures to be followed when offices are closed because of inclement weather or when emergencies arise during the day. If the office is closed for a full day or more, non-exempt employees will not be paid, but they will have the option to use any accrued but unused paid time off.

Paydays, Delivery & Advances

For payroll purposes, the work week runs from Monday through Sunday. Employees will be paid on the 22nd of each month for work performed from the 1st to the 15th of the month and on the 7th for all work performed from the 16th to the end of the month. For paydays falling on a weekend or holiday, you will be paid the prior business day. If you are absent on payday and someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification satisfactory to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval from an officer of the School.

As a general rule, UTVA and Stratus HR do not advance wages on unearned income. Please see your immediate supervisor regarding any questions on this issue.

Payroll Deductions

Federal and State laws require Stratus HR to take certain deductions from every employee's earned income. Among these are the applicable federal, state and local income taxes and social security taxes.

Stratus HR also offers programs and benefits that may require an employee contribution. If an eligible employee elects to participate in such a benefit, the contribution amount will be deducted from each payroll check.

Court ordered garnishments for debt obligations may also be deducted from an employee's payroll check. The withheld amounts are then forwarded to the obligatory party.

Reduction of Salary- Exempt Employees

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in the following circumstances:

1. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have accrued paid time off under the UTVA PTO policy if any. Their salary will not be reduced for less than a full day because of personal reasons.
2. Employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have accrued paid time off under the UTVA PTO or disability policy and the absence qualifies for pay under such policy. Their salary will not be reduced for less than a full day because of sickness or disability.
3. Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
4. If an employee violates a safety rule of major significance, his/her salary may be reduced in an amount to be determined by the School as a penalty for that violation.
5. Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed according to a written policy applicable to all employees regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of such unpaid suspensions is hereby incorporated into all such policies.
6. Employees who work less than forty (40) hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
7. Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under the UTVA PTO or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

This policy is subject to applicable law. The School will follow the state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

Prohibited Reductions / Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your Stratus HR Human Resources Consultant. No employee will be penalized in any way for making such a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with such requirements and is not to be considered any type of contract.

Online Access

You have online access to many important documents and features. You can find the most up-to-date information including the Employee Handbook, W-2 and paycheck history online. To connect to our employee portal, go to <https://Stratus.hr/> and click Login in the top right-hand corner.

Your username is your work or personal email address. If you are unsure what email address we have on file for you, please contact Stratus HR at 1.801.984.1331 or email hr@Stratus.hr. You can also get in touch with one of our service

agents using the live chat feature on <https://Stratus.hr>. If at any time you forget your password, simply click on the 'Password Help' link and follow the instructions to reset your password.

Stratus HR also has a mobile app available from the [App Store](#) for iPhone and [Google Play](#) for Android devices. Find it by searching **Stratus HR Mobile**. Once downloaded, you will access the app by entering your employee portal credentials. Get more information here: <https://Stratus.hr/app/>

Lost or Stolen Payroll Checks

Stratus HR reserves the right to determine if a lost or stolen payroll check will be reissued and the timing of such event. When a check is determined to be lost or stolen, the employee and/or the Company must notify their Payroll Consultant immediately. Contact information is provided at the beginning of this manual. Stratus HR will work with the parties involved to verify and approve a reissued payment. Any stop payment fees will be the employee's responsibility.

Work Schedules

Work schedules will be determined by UTVA and will specify the work week and hours of operation. Please refer to your Employment Agreement for specific details on your work schedule. Any modifications from the specified schedule must be approved in writing by your supervisor and the Head of School.

Overtime

When business operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. Where possible, advance notification of these required assignments will be provided. All overtime work must receive prior authorization from the Head of School. Overtime assignments will be distributed as equitably as practical to all employees qualified for the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Time off for any qualified leave of absence will not be considered hours worked for purposes of overtime calculations.

At no time should employees perform work while "off the clock." All time spent working should be properly recorded. If given a directive to perform work "off the clock," please promptly notify the Executive Director, or if the Executive Director has given a directive to work "off the clock" and/or has told you not to properly record all hours worked, notify your Stratus HR Human Resources Consultant. No employee will be penalized in any way for making such a complaint.

Employees who work overtime without receiving the prior authorization from the Head of School may be subject to disciplinary action, up to and including possible termination of employment.

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Employee Benefits

UTVA employees are provided with a wide range of benefits. Programs such as Social Security, Workers' Compensation, State Disability and Unemployment Insurance cover all employees in the manners prescribed by law.

Waiting Period

New hires or employees going from a part-time to full-time employment classification will be eligible for coverage on the 1st of the month following 30 days of employment. This date is determined based off a new employee's start date or the date in which an existing employee becomes classified as full-time, working 30 or more hours each week. ***It is important to note that benefit deductions will then be taken one month prior to your coverage date.**

Eligibility & Enrollment

Benefits eligibility is dependent upon a variety of factors including employee classification. Typically, within one week of being hired, full-time employees working 30 or more hours each week, will receive an email from Stratus HR's Benefits Department detailing how to access the online enrollment system to view premiums, including employer contributions, compare plans and enroll in benefits. You may also [click here](#) to view the company's **benefit guide**.

To enroll in benefits or access information regarding plan elections, employees will log into their employee portal by navigating to: <https://Stratus.HR/> and clicking Login in the top right-hand corner. Once logged in, click on your profile icon in the upper right-hand corner of the page to access quick links to various menu items, including Benefits Portal. Make sure to allow for any popups in the internet browser of your choice and Start Your Enrollment to view premiums, compare plans and enroll in benefits. Employees must enroll in benefits no later than 30 days after their date of hire. Failure to enroll may require employees to wait to enroll at the normal open enrollment period unless there is a qualifying event. ***It is important to note that benefit deductions will then be taken one month prior to your coverage date.**

If there are questions about benefits, eligibility or enrollment process, please contact the Stratus HR Benefits Consultant by phone or email using the contact information provided at the beginning of this handbook.

Employee Assistance Program (EAP)

Employees and their dependents covered by the life insurance plan may access the Employee Assistance Program (EAP). This coverage gives you the opportunity to access professionals to assist you in the resolution of personal problems on a confidential basis. The counselors are trained in dealing with emotional distress, substance abuse, marital and family disputes, stress, legal issues, depression and financial difficulties. Please contact Stratus HR's Benefits Consultants for information on this benefit.

401k

UTVA offers a 401k retirement plan to eligible employees and provides a generous employer contribution as outlined below.

<u>Employee Contribution</u>	<u>Employer Match</u>
1%	1%
2%	2%
3%	3%
4%+	3.5%

Eligibility, Enrollment & Education

- 18 years of age and 3 months of service. Upon eligibility, the employee will receive a packet from Transamerica and will enroll on-line at www.transamerica.com/portal/home. Following initial eligibility, employees may enroll at the first day of any month.
- [Click here](#) to view a copy of the **Enrollment Kit**. Page 29 of the Enrollment Kit will walk you through enrolling online.
- [Click here](#) to view **Plan Highlights & Contact Information**. You may also contact your Stratus HR Employee Service Representatives for more information regarding this benefit. Contact information is provided at the beginning of this handbook.

Vesting

- Employee contributions 100% vested.
- Employer matching contributions are 100% vested after just 1 year.

Leaves of Absence

Family Medical Leave Act (FMLA)

Employees are eligible to take FMLA leave if they have worked for their employer for at least 12 months, have worked for at least 1,250 hours over the previous 12 months, and work at a location where at least 50 employees are employed by the employer within 75 miles. FMLA laws grant eligible employees up to a total of 12 work-weeks of unpaid leave during a rolling 12-month period for one or more of the following reasons:

- Birth and care of a newborn child of the employee;
- Placement with the employee of a child for adoption or foster care;
- To care for an immediate family member (spouse, child or parent) with a serious health condition; or,
- To take medical leave when the employee is unable to work because of a serious health condition.

In addition, FMLA laws grant eligible employees leave for the following reasons:

- **Military Caregiver Leave:** A covered employer must grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a “single 12-month period” to care for the service member. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the “single 12-month period.”
- **Qualifying Exigency Leave:** A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in smaller blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care, placement for adoption, or foster care, use of intermittent leave is subject to the employer’s approval.
- FMLA leave may be taken intermittently whenever *medically necessary* to care for a seriously ill family member, or if the employee is seriously ill and unable to work.

If you are eligible for FMLA leave, a “rolling” 12-month period measured backwards from the date you take leave will be used for computing the period within which the 12 weeks of leave may be taken. If you live in a state, county, or city that provides more generous benefits, you will be given those benefits. Please check with your Stratus HR Service Representative for any local variations that may be applicable.

A covered employer is required to maintain group insurance coverage and the associated employer portion of the premium, if any, for an employee on FMLA leave if such insurance was provided to the employee before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements need to be made for the employees to pay their share of insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Employees are required to provide employers a 30-day advance written notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. Employers may also require employees to provide:

- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- Second or third medical opinions (at the employer's expense) and periodic recertification;
- Periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's business operation.

FMLA leave is unpaid leave. Pay that will end during leave includes all forms of compensation paid by Stratus HR and UTVA to you, including but not limited to wages, bonuses, commissions and discounts. You are required to use any accrued paid time off for the applicable FMLA leave unless you are currently receiving workers' compensation benefits. FMLA does not affect your eligibility, if any, for short- or long-term disability payments and/or workers' compensation benefits under those plans. FMLA leave runs concurrently with any other applicable paid or unpaid leave. Using available paid time off, short-term disability or workers' compensation will not extend your leave time beyond the maximum time allowed of 12 weeks of FMLA leave per 12-month period.

For more detailed information regarding FMLA, contact your Stratus HR HR Representative.

Leave Policy & Procedures

Leaves of Absence: If you will be taking any time off of work for any reason other than PTO, including maternity, your supervisor, as well as Stratus HR need to know about that. ***It is your responsibility to make sure all parties are notified in a timely fashion.*** Many times, all applicable parties are not aware of the exact date that leave begins and ends. This has caused confusion, and in some cases, mistakes in payroll. To make this process easier for you, please email leave@StratusHR to communicate exact begin and end dates of any applicable leave.

Below is additional information on some types of leave and ways that they can benefit you.

1. **Short-term Disability:** UTVA generously provides short-term disability for employees. Short-term disability provides payment of lost wages (60%) for up to 11 weeks for full-time employees (30 hours or more per week). It does have a 2-week elimination period meaning that employees do not receive benefits until the 15th day of the disabling injury or illness. Employees are **required** to use any remaining PTO during this elimination period. Should you desire to use the short-term disability benefit, please notify Stratus HR. Your Stratus HR Employee Representatives will coordinate with you regarding the required paperwork and its submission to the insurance carrier for the plan. Please note that a doctor must certify the need for and length of leave. **If any portion of leave falls during a school holiday, you WILL NOT receive holiday pay from UTVA in addition to the disability payment.**
2. **FMLA** is available to eligible employees who have worked for UTVA for at least 12 months and who have worked 1,250 hours or more in the 12 months prior to the start of the leave. It allows employees to take up to 12 weeks of **unpaid**, job-protected leave for the birth of a child or adoption, or when the employee is unable to work because of a serious health condition of themselves or an immediate family member or other covered circumstances. Should you need to use FMLA, please notify your supervisor **AND** contact Stratus HR by emailing leave@StratusHR. The staff at Stratus HR will coordinate the required paperwork and tracking. Again, please

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note that a doctor must certify the need for and length of leave. Employees are required to use any remaining PTO during this period.

PTO: If you are requesting time off for vacation or personal time for any reason, please submit a request in Swipeclock, the time keeping system. All requests must be entered prior to taking the time and before the pay period end date. Employees should not enter time off request for prior pay periods. If you need to submit a request for a prior pay period, please email your supervisor who will notify Stratus HR.

Holidays

Regular, full- and part-time employees are eligible for paid holidays during each calendar year. To receive holiday pay, a nonexempt employee must work the regularly scheduled workday before and after the holiday, unless the Head of School approves an exception in writing. A paid holiday does not count as a day worked in calculating overtime for the week.

The School holidays are defined annually on the academic calendar. Please review the academic calendar and your Compensation Agreement for specifics. As a general rule, we observe the following holidays each year:

- Labor Day
- Fall Break
- Thanksgiving Break
- Winter Break
- Martin Luther King Day
- President's Day
- Spring Break
- Memorial Day
- Summer Recess (as applicable)

If a paid holiday falls on a Saturday, the preceding Friday will normally be observed as the holiday. If a paid holiday falls on a Sunday, the following Monday will normally be observed as the holiday. Regular, full-time employees receive 8 hours of holiday pay. Regular, part-time employees receive 4 hours of holiday pay.

Paid Time Off (PTO)

UTVA provides paid time off (PTO) to regular, full time eligible employees to provide opportunities for rest, relaxation and personal pursuits including vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of your choice as outlined in this policy. The established period for purposes of this policy is from August 1 through July 31 (policy year).

If you leave the School, you will be paid for accrued but unused PTO computed at the rate of pay earned upon separation, provided you give two (2) weeks' written notice and are not being terminated for misconduct.

Employee Status	PTO Amount
Full Time (30 hours or more per week) –	8 days/64 hours policy year
Part Time- first year of employment	4 days/ 32 hours policy year

So that we may schedule appropriate job duty coverage, employees should give as much notice as possible in scheduling PTO. Two weeks advance notice is required in most cases. Administrators have the right to accept or reject PTO requests during the school year based on school and student needs. **Employees classified as exempt may take PTO in half-day**

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(four (4) hour) or full-day (eight (8) hour) increments. Nonexempt employees should record their PTO in exact time increments to the quarter hour, e.g., 4 hours, 6 hours, etc. All employees must take PTO in no less than 4-hour blocks of time. In the event of conflicting PTO requests within a department, priority will be determined based on seniority. A more junior employee who already has an approved PTO date will not, however, be bumped by a more senior employee. Unless otherwise prohibited by law, employees are required to use available PTO when taking time off from work that is not covered under a leave of absence.

If a planned PTO must be canceled due to the needs of UTVA and an employee is unable to reschedule the PTO within the year, UTVA reserves the option of paying the employee in lieu of taking the canceled PTO or to allow rescheduling of that PTO. Employees who are away from work on a leave of absence do not accrue PTO time while on leave.

If a terminating employee has taken unaccrued PTO hours, by taking PTO that has not yet accrued, an employee agrees to repay any such amounts and will be required to sign an authorization allowing the Company to deduct the amount of PTO used but not accrued from the employee's final paycheck. While PTO is paid through Stratus HR, PTO is solely a UTVA policy. Pay for PTO days will be paid on the regular pay cycle. PTO days are not used in calculating overtime hours.

Employees on Leaves of Absence will not accrue PTO and all accrued time off benefits must be exhausted prior to an unpaid Leave of Absence in accordance with state and federal law.

Blackout Dates

PTO will not be allowed during the dates outlined below. Exceptions will only be considered with a doctor's note and a PTO request for the full day.

- August- no more than 2 days off in a row
- First week of school
- May-entire month
- First day of each quarter
- Teacher work days
- Dedicated professional development days
- Spring State Assessment window – no more than 2 days off in a row

Deleted: PD days

To request PTO, employees will log into their employee portal: <https://Stratus HR/> → Login.

Once logged in to the employee portal, click on your profile picture in the upper right-hand corner. Choose 'Time Keeping Employee' from the dropdown. A new window or tab will pop-up automatically logging you into the time keeping system. If no pop-up appears, make sure the browser you are using allows pop-ups. In the new window or tab, select the 'Time Off' icon in the top navigation. Press the 'Request Time Off' button and provide the information in the 'Time Off Request' dialog box. Press the 'Request Time Off' button to submit your request. A notice will be sent to your supervisor for approval.

If you have questions or need further assistance, please contact Stratus HR using the contact information provided at the beginning of this manual.

Bereavement Leave

If a death occurs in the family of a full-time regular or part-time regular employee, the employee will be compensated for time lost from his/her regular work schedule in accordance with the following guidelines. The employee will be granted up to five (5) days off from work with pay in the event of the death of a spouse, child, parent, sibling or

comparable step relation; up to three (3) days in the event of the death of a grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law; and one (1) day in the event of the death of a relative not a member of your immediate family as defined herein. Request for bereavement leave should be made to your immediate supervisor.

Jury Duty Leave

UTVA and Stratus HR encourage employees to fulfill their civic responsibilities by serving jury duty when summoned. If an employee is summoned to jury duty, UTV will continue his/her pay for five (5) working days of jury service per calendar year. If a full-time regular employee is required to serve more than five (5) working days of jury service in a calendar year, he/she will be allowed additional time off without pay to complete the jury service. UTV will continue to pay an employee for this extended period of service only if and to the extent provided for under applicable law. An employee is also permitted to retain the allowance he/she receives from the court for such service.

All employees are allowed unpaid time off if summoned to appear in court as a witness.

To qualify for either jury or witness duty leave, employees are required to present to their supervisor, upon receipt, any jury duty summons they may receive. This will enable the supervisor to make arrangements to accommodate the employee's absence. Stratus HR or UTV may request a "deferment" if, in either's judgment, the employee's absence would create "serious operational difficulties."

In addition, the employee must also submit to the employee's supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

Employees are expected to return to work if they are excused from jury duty during regular working hours or released from jury duty earlier than expected.

Parental Leave for Court Appearances

If an employee's minor child or ward is required to appear in court, UTV will allow unpaid time off to accompany him/her. Employees must notify their supervisor at least seven (7) days in advance or within 24 hours of receiving notice of the court hearing.

Voting

Employees are encouraged to vote in local, state and federal elections. Employees who cannot reach their polling place outside of work hours will be permitted paid time off to vote. The time off to vote may not exceed two (2) hours. Evidence of voting may be required.

Military Leave

A military leave of absence will be granted to eligible regular, full-time, part-time and probationary employees as required by state and federal law. If eligible, all PTO and holiday benefits will continue to accrue, and employees may use any or all of their accrued but unused PTO during their military leave.

The employee must provide advance notice of the need for leave whenever possible. The employee should give your manager and Stratus HR Employee Service Representative as much advance notice as possible, but a minimum of 30 days' notice, to allow the company to make arrangements to cover his or her position. Written notice is preferred, but

not required. When possible, please submit a copy of your military orders, training notice, or order to active duty to your supervisor or your Stratus HR Employee Service Representative.

Personal Non-FMLA Leave of Absence

Employees may be granted a leave of absence to attend to personal matters in situations in which the School determines that an extended period of time away from the job will be in the best interest of the employee and the School.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's supervisor at least thirty (30) days prior to commencement of the leave period, or as soon as is practicable. The supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor.

Employees on personal leave will be required to use all accrued PTO while on leave before going on unpaid leave. The School will continue health insurance and other benefits to employees on leave for no longer than twelve (12) weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as paid PTO and holidays, do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the School to be an actual or potential conflict of interest.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position. If an employee fails to return to work at the end of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the School.

Working Conditions

Professional Appearance

Appropriate dress and hygiene are important in promoting a positive school image to customers, both internally and externally. It is very important that you are well-groomed, neat, and dress appropriately for your job function. We expect your appearance to represent your employers in a professional manner.

The following personal appearance guidelines should be followed at school sponsored activities:

- School provided or K12/UTVA shirts should be worn unless otherwise directed.
- Clothes should be clean and in good repair.
- Shoes must provide safe, secure footing, and offer protection against hazards.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Extreme hairstyles that do not present an appropriate professional appearance are not permitted.
- Offensive body odor and poor personal hygiene is not professionally acceptable.

Deleted: <#>Tank tops, tube or halter tops, or shorts may not be worn under any circumstances.¶

The following personal appearance guidelines should be followed while using a web-cam for instruction or student/family interaction:

- Clothes should be clean and in good repair.
- Shoes must provide safe, secure footing, and offer protection against hazards.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Extreme hairstyles that do not present an appropriate professional appearance are not permitted.

Deleted: <#>Tank tops, tube or halter tops, or shorts may not be worn under any circumstances.¶

Please contribute to a positive work environment by maintaining high standards of neatness, grooming and personal hygiene. This is particularly true if you are attending school events or interacting with students and/or families at a face-to-face meeting.

If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

Reasonable accommodations will be considered for dress or grooming standards related to an employee's religion, ethnicity or medical condition upon request.

Outside Employment

Employees may hold outside jobs so long as they meet the performance standards of their job with the School and the work hours of the outside employment do not interfere with the work hours agreed to with UTVA in your Employment Agreement. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements. If it is determined that an employee's outside work conflicts or interferes with performance, safety or the ability to meet the requirements of the School, the employee may be asked to terminate the outside employment if he desires to remain with the School.

Outside employment that constitutes a conflict of interest is prohibited. Employees also may not receive any income or material gain from individuals outside the School for materials produced or services rendered while performing their jobs with the School.

Employment of Relatives

The School permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the School, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The School will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same School facility provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary or career progress could be influenced by the other relative.
- No relatives are permitted to work in the same department or in any other positions in which the School believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the School, including regular, temporary and part-time classifications.

Fraternization/Personal Relationships in the Workplace

The employment of individuals involved in a consenting romantic or sexual relationship in the organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships which may lead to unhappy complications and significant difficulties for all concerned—the employee, the supervisor, and the school.

Stratus HR and UTVA strongly discourages such relationships, especially between a supervisor and employee. If a romantic or sexual relationship between a supervisor and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor and the employee to promptly disclose the existence of the relationship to human resources or management. Any employee who does not disclose such a supervisory relationship is subject to disciplinary action, up to and including termination. Upon learning of the existence of such a relationship, company management, in its discretion, may alter the work schedules of those involved, transfer one or all parties, or terminate employment of those involved.

In other cases where a relationship between employees results in performance issues, even if there is no line of authority or reporting involved, management, at its discretion, may separate the employees by reassignment or alteration of their work schedule, or terminate employment.

Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation. Employees are expected to behave in a professional manner in the workplace at all times. Employees should also remember that the School and Stratus HR maintain a strict policy against unlawful harassment of any kind, including sexual harassment. The School and Stratus HR will vigorously enforce this policy consistent with all applicable federal, state and local laws.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

Safety

It is Stratus HR's and UTVA's objective to ensure that your work environment is as safe as possible. To assist in providing a safe and healthful environment for all employees, customers and visitors, we have established a workplace safety program. It is the responsibility of UTVA to provide to you a place of employment that is free from recognizable hazards that are causing or are likely to cause death or serious physical harm or injury to you or any other employee as set forth in OSHA's code of federal regulations.

Stratus HR will provide each worksite employer access to Stratus HR's Safety services to provide Employee & Supervisor Safety Training, Safety Manuals, Vehicle Operation Certifications, CPR Certifications, job site inspections for safety hazards, and OSHA classes. Training may be in the form of, but not limited to, written materials, videos, or hands-on experience. Regular safety meetings, memos, bulletin board postings or other form of relaying information are needed to keep an open line of communication.

Every employee has the primary responsibility to perform all duties in a safe and productive manner to prevent injury to themselves and others. As a condition of employment, employees must obey all established policies for health, safety, and preventing injuries/accidents, or near-misses while at work, and to comply with all safety rules and exercise caution and common sense in all work activities.

Employees shall immediately report any unsafe condition or activity to the appropriate supervisor. No one is ever expected or required to perform work that he/she believes is unsafe. As an employee, if you have any questions or are not sure how to perform your job duties safely, you are instructed **NOT** to begin the task until you discuss the situation with your supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment. The success of any safety plan depends on the alertness and the personal commitment of all employees. Contact your immediate supervisor and/or your Stratus HR Employee Services Representative for further information or training.

Accidents/Injuries

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are covered by workers' compensation insurance based on state regulations.

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

In the case of on-the-job accidents that result in illness or injury, regardless of how insignificant the injury may appear, employees are required to immediately notify their supervisor and seek emergency medical attention if necessary by calling 911. Any incident must be reported to your Stratus HR Employee Services Representative within a reasonable time after you become aware of the injury or illness. Failure to report any incident in a timely manner may significantly delay needed coverage.

To report an incident, contact **Stratus HR at 801.984.0252**. If you are calling *after* business hours, leave a message to include your name, your work site employer name, a telephone number you may be reached at, and state that you were injured in. You will be contacted by a Stratus HR Service Representative as soon as possible.

Workers' compensation fraud affects everyone and is a crime punishable by law. If you suspect anyone of committing workers' compensation fraud, please report it to Stratus HR immediately, 801.984.0252. The identity and disclosures will be kept as confidential as possible.

Use of Equipment and Vehicles

School equipment, machinery and vehicles essential in accomplishing job duties, may be expensive and difficult to replace. When using school property, employees are expected to exercise care, perform any required maintenance and follow all operating instructions, safety standards and guidelines.

Employees are required to notify their supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, unsafe or in need of repair. Prompt reporting may prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action for the employee, up to and including termination of employment and legal action.

School Issued Equipment, Cell Phone, & Electronic Device Use Policy

Employees must adhere to all federal, state and local rules and regulations regarding the use of any cell phone or electronic device.

Deleted: The ever-evolving industry of electronics has brought with it a new concern for the safety of employees and others. ...

Stratus HR and UTVA support a zero-tolerance policy regarding any use of a cell phone, or other type of electronic device, while operating a vehicle/equipment during business or after business hours in relation to business duties. Regardless of the ownership of the cell phone or electronic device in use, this policy will apply when the use is relevant to business purposes. The use of "hands-free" cell phone devices may be used in limited situations and not for prolonged conversations nor in fast or difficult driving environments (bad weather, heavy traffic, winding roadways, etc.). Employees are required to safely pull off to the side of the road and stop the vehicle in a safe location before use.

Employees who are charged with traffic or other violations resulting from the use of a cell phone or electronic device will be solely responsible for all liabilities that result from such actions.

Employees issued school owned cell phones or electronic devices are responsible to use them in a professional manner at all times. Employees are prohibited from using cell phones or electronic devices in any negative or illegal manner. Employees provided with wireless communication and hands-free devices for business use will be expected to carry such equipment on their person as directed by their supervisor.

Employees are not permitted to use any school issued equipment for personal use without prior, written approval of their supervisor. UTVA accesses and monitors electronic communications made using UTVA issued devices.

UTVA will not pay for or reimburse an employee for expenses related to personal calls. Such expenses are the employee's personal responsibility. In the event UTVA grants an exception to initially cover such personal expenses,

such an exception is specifically conditioned on initial receipt of a related payroll deduction authorization form signed by the employee.

Employees are responsible for lost or stolen school issued equipment and must report such losses immediately.

Employees violating this policy are subject to disciplinary action up to and including termination.

Return of School Property

Employees are responsible for all school materials, including, but not limited to, all books, laptops, software, data, files, or written information issued to them, developed or prepared by them, or in their possession or control (school property). All such school property must be returned by employees to the School on or before their last day of work, or at any other time as requested by the school.

Smoking

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in School offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout the premises where smoking is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because the School may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action up to and including termination. Please contact your Head of School or the Human Resources Department if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the complaint resolution procedure, which is described elsewhere in this section of the handbook.

Workplace Violence Prevention

Stratus HR and UTVA are committed to preventing workplace violence and to maintaining a safe work environment. We have a zero-tolerance policy of violence or the threat of violence at the workplace regardless of whether it originally began inside or outside the workplace. Given the increasing violence in society in general, the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or at a worksite.

All employees, including supervisors and temporary employees, as well as customers and vendors should be treated with respect and courtesy at all times. Employees are to refrain from verbal or physical fighting and “horseplay” or other conduct that may cause harm to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from all worksites.

Employee conduct that threatens, intimidates, or coerces an employee, customer, vendor, or any other individual at any time, including off-duty periods, will not be tolerated. These acts, as well as all threats of (or actual) violence, both direct and indirect, must be reported immediately to a supervisor or other member of management and to your Stratus HR Employee Services Representative. This includes threats by employees as well as by customers, vendors, solicitors, or any other member of the public.

If you feel the situation is such that physical harm is imminent or becoming a danger to others, you are required to contact the local police immediately. Everyone’s safety is our highest concern.

Stratus HR and UTVA will thoroughly investigate all reports regarding these matters. The identity of the individual reporting the incident and parties involved will be protected as much as possible. Any employee determined to be “responsible for” or “participating in” any incidents will be subject to disciplinary actions up to and including termination and legal action.

Stratus HR and UTVA encourage all employees to bring their disputes or differences with others to the attention of their supervisor or Stratus HR Employee Services Representative before the situation escalates into potential violence. We are eager to assist in the resolution of any disputes and will not discipline employees for raising such concerns.

Domestic violence has had increasing effects within the work environment. If you have concerns regarding yourself or others and a domestic situation, speak with your supervisor or Stratus HR Employee Services Representative. All individuals and disclosures will be kept as confidential as possible.

Weapons

UTVA strives to provide a safe and secure workplace for employees, families, students, and visitors. The School has “zero tolerance” for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on School property or conducting school business. For purposes of this policy, school property includes, but is not limited to, all school facilities, school-provided vehicles and equipment that are either leased or owned by the School.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, UTVA reserves the right to request inspections of any employee and their personal effects while on School property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee’s personal vehicle while on School parking areas; however, the firearm must be stored in the employee’s locked vehicle, or locked to the vehicle, and hidden from plain view.

Drug and Alcohol Policy

UTVA has a longstanding commitment to providing a safe, quality-oriented and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, UTVA is committed to the elimination of drug and/or alcohol use in the workplace.

Employee Assistance and Drug Free Awareness

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, marijuana or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications’ effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their manager. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Medical Marijuana (Laws vary by state)

While the use of marijuana has been legalized under certain state laws, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by UTVA’s policy. If you have been prescribed marijuana for medicinal purposes by a licensed physician, you may not use marijuana in the workplace or during work hours and may not report to work or carry out your job duties while under the influence of marijuana. In addition, if you undergo a drug screen

and the presence of marijuana is detected in your system, the test will be considered positive and you may be subject to discipline, up to and including termination. If you or your physician believes that you may need time off from work to receive treatment for a condition for which marijuana has been prescribed, please discuss your situation with your manager or Stratus HR Employee Services Representative.

Work Rules

No employee shall use, possess, distribute, sell or be under the influence of alcohol, legal or illegal drugs in the workplace, while working, or at a company workplace. All employees are required during work hours, on the worksite and while conducting business-related activities, to be alcohol and drug free. If you are using legally prescribed medications or taking over-the-counter medications which may influence your behavior or work in any way, you are required to contact your manager prior to returning to work. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform in a safe and effective manner.

Required Drug and Alcohol Testing Policy

Stratus HR and UTVA reserve the right to conduct a drug test as part of the approval for hiring for any employment position.

Employees in safety or security-sensitive positions are subject to drug and alcohol testing on a random basis. All employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs, including marijuana, or alcohol or both. Employees are subject to testing based upon (but not limited to) observations by the manager or management of apparent workplace use, possession of drugs or alcohol, or impairment. Worksite management will contact their worksite employer Employee Service Representative regarding the procedures for testing under suspicious circumstances.

Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage. The investigation and subsequent testing must take place within two (2) hours following the accident. Under no circumstances will the employee be allowed to drive him or herself to the testing facility.

You will be notified of any additional testing that may be done where required, as a requirement of a contract with a federal, state agency or otherwise required by law.

Any employee violating this drug and alcohol policy, refusing to take a drug test when asked or required by this policy, or having the test return positive for drugs or alcohol will be removed from the workplace, and may be referred to an Employee Assistance Program (EAP) and/or disciplined up to and including termination.

Inspection

UTVA reserves the right to inspect all portions of its worksite and premises for drugs, alcohol, or other contraband. All employees and independent contractors may be asked to cooperate in inspections of their persons, work areas and property that might conceal drugs, alcohol or contraband. Employees who possess drugs, alcohol or other contraband, or refuse to cooperate in inspections are subject to discipline, up to and including termination.

All drug and alcohol testing under this policy will be conducted by an independent testing facility, which will obtain the individual's written consent prior to testing. UTVA will pay the full cost for the test. Employees will be compensated at their regular rate of pay for time spent submitting to a drug and alcohol test required by UTVA. Employees suspected of working while under the influence of drugs or alcohol will be suspended without pay until UTVA receives the results of a drug and alcohol test from the testing facility and any other information that may be required to make an appropriate determination. Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including termination of employment. Depending upon the circumstances and the employee's work history/record, the extent of the discipline will be decided on a case-by-case basis.

Employees who refuse to submit to testing or who use, possess, buy, sell, manufacture, or dispense drugs in violation of this policy will be subject to discipline, up to and including termination. **If the employee refuses to be tested, yet we believe they are impaired, under no circumstances will the employee be allowed to drive himself or herself home.** Job applicants who refuse to submit to drug and alcohol testing will be deemed to have withdrawn themselves from the application process and will no longer be considered for employment.

Employees who test positive for alcohol or illegal drug use under this policy, will be subject to discipline up to and including termination. Job applicants who test positive will have their conditional job offers withdrawn.

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Medical Review Officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and managers on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Funds for Professional Development

Reimbursement can be requested for a portion of tuition, class fees, or registration costs. All requests for reimbursements must be applied for by filling the Title 2 applications on SharePoint. Completion of application does not guarantee approval. There is a limited amount that can be awarded to a teacher. For more details regarding Title2 funds please contact the Special Programs Coordinator or visit the [teacher quality website](#).

Deleted: School Academic Procedures: Academic Excellence Framework ¶

UTVA's key academic components and processes are available at: ¶
<https://k12inc.sharepoint.com/sites/CR/utahvirtual/AEFSY1718/SitePages/Home.aspx> ¶

The Academic Excellence Framework consists of procedures for the following categories: School Profile, Continuous Improvement, Culture, Assessment, Instruction, Data Driven Instruction, Observations and Feedback, Staffing, and Professional Development. ¶

Employees are responsible for understanding the processes and procedures indicated in these documents. Ongoing training will be provided, and questions may be directed to your supervisors. Items in the Academic Excellence Framework are living documents are updated often, employees are responsible for understanding all current academic processes outlined in the framework. ¶

Tracked Changes

Date	By	Section Updated	Update Summary
May 2022	Stratus HR	Stratus HR Employee Services Representatives	Updated contact information.
May 2022	Stratus HR	Title VI throughout	Updated language to prohibit discrimination for gender identity.
May 2022	Stratus HR	Disability Accommodation	Updated
May 2022	Stratus HR	Break Time for Nursing Mothers	Updated
May 2022	Stratus HR	Workplace Bullying	Added
May 2022	Stratus HR	Social Media	Updated
May 2022	Stratus HR	Reference & Background Checks	Updated
May 2022	Stratus HR	Employee Assistance Program (EAP)	Added
May 2022	Stratus HR	Employee Benefits	Updated link to benefits guide.
May 2022	Stratus HR	401k	Added link to Plan Highlights and updated contribution table.
May 2022	Stratus HR	PTO	Updated instructions on how to request PTO via time keeping system.
May 2022	Stratus HR	Military Leave	Updated
March 2023	Stratus HR	Stratus HR name throughout	Updated

UTAH VIRTUAL ACADEMY SPECIAL EDUCATION POLICIES AND PROCEDURES MANUAL

COMBINATION SLD ELIGIBILITY METHOD

April 10, 2023

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I. GENERAL PROVISIONS

I.A. PURPOSES (34 CFR § 300.1; RULES I.A.)

1. The primary purposes of this Utah Virtual Academy's policies and procedures manual, consistent with Utah Code Annotated (UCA) Title 53E, Chapter 7, Part 2, Special Education Program; and the Individuals with Disabilities Education Improvement Act (IDEA), as amended; are:
 - a. To ensure that all students with disabilities ages 3 through 21 in Utah, including students with disabilities who have been suspended or expelled from school and students who have not graduated from high school with a regular high school diploma, have available to them a free appropriate public education
 - b. (FAPE) that emphasizes special education and related services, as specified on an Individualized Education Program (IEP) designed to meet their unique needs and prepare them for further education, employment, and independent living;
 - c. To ensure that the rights of students with disabilities and their parent(s) are protected;
 - d. To ensure that State standards are established for the provision of a FAPE to students with disabilities, as defined in the Rules;
 - e. To assess and ensure the effectiveness of efforts to educate students with disabilities.

I.B. DEFINITIONS AS USED IN THESE RULES (34 CFR §§ 300.4–300.45; RULES I.E.)

1. Utah Virtual Academy has adopted all applicable definitions as found in Rule I.E. 1-59.

I.C. FULL EDUCATIONAL OPPORTUNITY GOAL (34 CFR § 300.109; RULES IX.A.2.D.(2)(c))

1. Utah Virtual Academy provides a free appropriate public education (FAPE) to all eligible students with disabilities in conformity with the requirements of the Rules and the IDEA. Utah Virtual Academy hereby affirms the goal of providing a full educational opportunity to all students with disabilities determined

eligible for special education and related services, of the ages served by Utah Virtual Academy, in accordance with all of the timeline requirements of the IDEA. Utah Virtual Academy follows all necessary requirements in the development and delivery of an individualized education program (IEP) for eligible students. Placement in the least restrictive environment (LRE) will be implemented to the maximum extent appropriate for students with special needs. Utah Virtual Academy provides a continuum of placements to address the needs of students with disabilities to ensure those students receive special education and related services appropriate to their needs.

I.D. METHODS OF ENSURING SERVICES (34 CFR § 300.154; RULES IX.A.2.D.(2)(M))

1. Utah Virtual Academy ensures each eligible student with disabilities enrolled in the school receives the services included in the IEP through a systematic process of IEP internal file reviews and monitoring of service delivery by Utah Virtual Academy personnel.

II. IDENTIFICATION, LOCATION, AND EVALUATION

II.A. CHILD FIND SYSTEM (34 CFR §§ 300.109, 300.111; RULES II.A.)

1. Utah Virtual Academy, in accordance with the requirements of Part B of the IDEA and with the Rules, has developed policies and procedures to ensure that all students with disabilities residing within the jurisdiction of the LEA, including students with disabilities birth through 21 years of age and, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated. These policies and procedures include a practical method for determining which students are currently receiving needed special education and related services and provide a process to reevaluate those who are found eligible within the three-year timeframe.
2. The requirements of this section apply to:
 - a. Highly mobile students with disabilities (such as students who are migrant and experiencing homelessness) (34 CFR § 300.111(c)(2)).
 - b. Students who have been suspended or expelled from school (34 CFR § 300.101(a)).
 - c. Students who have not graduated from high school with a regular high school diploma (34 CFR § 300.102(a)(3)(iii)).
 - d. Students who are suspected of being a student with a disability under the Rules and who are in need of special education and related services, even though they are advancing from grade to grade (34 CFR § 300.111(c)(1)).
 - e. Students who are homeschooled and students enrolled in private schools within the school district's boundaries.
 - f. Students in State custody/care.
 - g. Students in nursing homes.
3. Public charter schools are responsible for child find for students enrolled in their own school and have no responsibility for child find for students in private schools. Charter schools may not refer enrolled students to the local school district for child find.

4. The determination that a student is a “student with a disability” under the Rules must be made on an individual basis, by a group made up of the parent or student who is an adult and school personnel determined by the student’s LEA.
5. Major components of the child find system include:
 - a. LEA implementation, coordination, and tracking of child find activities and students identified, (34 CFR § 300.131).
 - b. USBE staff provision of ongoing technical assistance to LEAs, private schools, and other State agencies in implementing the child find system.
 - c. Implementation of the statewide data collection system for reporting student information, including Federal student count (34 CFR §§ 300.132, 300.640– 641) and the data requirements found in the Rules VI.B.3., which includes that:
 - (1) Each school district must maintain in its records, and provide to the USBE staff annually, the following information related to parentally placed or student who is an adult nonprofit private school students:
 - (a) The number of students evaluated and reevaluated within three years;
 - (b) The number of students determined to be students with disabilities; and
 - (c) The number of students served.
6. The collection and use of data to meet the requirements of this section are subject to the confidentiality of information provisions under the Rules and R277-487.

II.B. REFERRAL (34 CFR § 300.301; RULES II.B.)

1. Consistent with the consent requirements in Rules II.C., either a parent or the student who is an adult or an LEA may initiate a request for an initial evaluation to determine if a student is a student with a disability under Part B of the IDEA and the Rules. Upon receipt of a request for an evaluation, Utah Virtual Academy must respond within a reasonable timeframe. The response

may not be delayed due to Utah Virtual Academy's Response to Intervention process.

2. Utah Virtual Academy shall provide an initial special education assessment for children who enter the custody of the Division of Child and Family Services (DCFS), upon request by that division and the LEA obtains appropriate parental consent for the evaluation for children whose school records indicate that they may have disabilities requiring special education services.

II.C. PARENTAL CONSENT (34 CFR § 300.300; RULES II.C.)

1. Parental consent for initial evaluation.
 - a. The LEA proposing to conduct an initial evaluation to determine if a student qualifies as a student with a disability under the Rules must, after providing prior written notice to the parent or student who is an adult, obtain informed consent, consistent with Rules I.E.9, from the parent of the student or the student who is an adult before conducting the evaluation.
 - (1) Consent from a parent or student who is an adult for initial evaluation must not be construed as consent for initial provision of special education and related services.
 - (2) Utah Virtual Academy must make reasonable efforts to obtain informed consent from the parent or student who is an adult for an initial evaluation to determine whether the student is a student with a disability.
 - (3) When conducting psychological evaluations, Utah Virtual Academy must implement the parental or student who is an adult consent requirements of UCA 53E-9-203 (Student Privacy and Data Protection).
 - b. For initial evaluations only, if the student is a ward of the State and is not residing with the student's parent(s), Utah Virtual Academy is not required to obtain informed consent from the parent for an initial evaluation to determine whether the student is a student with a disability if:
 - (1) Despite reasonable efforts to do so, Utah Virtual Academy cannot discover the whereabouts of the parent(s) of the student;

- (2) The rights of the parent(s) of the student have been terminated in accordance with State law; or
 - (3) The rights of the parent(s) to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.
 - c. If the parent(s) of a student or a student who is an adult enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation, or fails to respond to a request to provide consent, Utah Virtual Academy may, but is not required to, pursue the initial evaluation of the student by utilizing the procedural safeguards or the due process procedures in Section IV of the Rules.
 - (1) Utah Virtual Academy does not violate its obligation under the child find provisions of the Rules if it declines to pursue the evaluation by utilizing the procedural safeguards or the due process procedures.
2. Parental consent for services.
- a. Utah Virtual Academy that is responsible for making a FAPE available to a student with a disability must obtain informed consent from the parent(s) of the student or student who is an adult before the initial provision of special education and related services to the student.
 - b. Utah Virtual Academy must make reasonable efforts to obtain informed consent from the parent(s) or student who is an adult for the initial provision of special education and related services to the eligible student with disabilities.
 - c. If the parent(s) of a student or student who is an adult fails to respond to a request for, or refuses to consent to, the initial provision of special education and related services, Utah Virtual Academy:
 - (1) May not use the procedures in of the Rules IV., including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student;

- (2) Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which Utah Virtual Academy requests consent; and
 - (3) Is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which Utah Virtual Academy requests such consent.
 - d. If, at any time subsequent to the initial provision of special education and related services, the parent(s) of a student or student who is an adult revokes consent in writing for the continued provision of special education and related services, Utah Virtual Academy:
 - (1) May not continue to provide special education and related services to the student but must provide prior written notice in accordance with Rules IV.D. before ceasing the provision of special education and related services;
 - (2) May not use the procedures in Rules IV., including the mediation procedures or the due process procedures, in order to obtain agreement or a ruling that the services may be provided to the student;
 - (3) Will not be considered to be in violation of the requirement to make available a FAPE to the student for the failure to provide the student with the special education and related services for which Utah Virtual Academy requests consent; and
 - (4) Is not required to convene an IEP Team meeting or develop an IEP for the student for the special education and related services for which Utah Virtual Academy requests such consent (34 CFR § 300.300).
- 3. Parental consent for reevaluations.
 - a. Utah Virtual Academy must obtain informed parental or student who is an adult consent prior to conducting any reevaluation of a student with a disability.
 - b. If the parent or student who is an adult refuse to consent to the reevaluation, Utah Virtual Academy may, but is not required to, pursue the

reevaluation by using the dispute resolution procedures provided in the procedural safeguards, and including mediation or due process procedures.

- c. Utah Virtual Academy does not violate its obligation under child find if it declines to pursue the reevaluation.
- d. The informed parental or student who is an adult consent need not be obtained if the LEA can demonstrate that:
 - (1) It made reasonable efforts to obtain such consent; and
- e. The student's parent or the student who is an adult has failed to respond.

4. Other consent requirements.

- a. Parental or student who is an adult consent is not required before:
 - (1) Reviewing existing data as part of an evaluation or a reevaluation; or
 - (2) Administering a test or other evaluation that is administered to all students unless consent is required for all students before administration of that test or evaluation.
- b. Utah Virtual Academy may not use a parent's or student who is an adult refusal to consent to one service or activity under Rules II.C.1., II.C.2., or II.C.3., to deny the parent or student any other service, benefit, or activity of the LEA, except as required by this part.
- c. To meet the reasonable efforts requirement in Rules II.C.1.a.2., II.C.1.b.1., II.C.2.b., and II.C.3.d.1., Utah Virtual Academy must document its attempts to obtain parental or student who is an adult consent using the procedures in Rules III.G.3.
- d. Unless parent(s) or the student who is an adult revoke consent for special education and related services or refuse consent for initial placement, disagreements regarding the provision of IEP services should be resolved by the IEP Team and result in a completed IEP which includes all components necessary for the provision of FAPE.

II.D. INITIAL EVALUATION (34 CFR § 300.301; RULES II.D.)

1. Utah Virtual Academy must conduct a full and individual initial evaluation to determine whether a student is a “student with a disability” under Part B of the IDEA and the Rules, and to determine the educational needs of the student.
2. The initial evaluation:
 - a. Must be conducted within 45 school days of receiving parental or student who is an adult consent for the evaluation, unless:
 - (1) The initial evaluation is requested by the Division of Child and Family Services (DCFS) and Utah Virtual Academy obtains appropriate consent for the evaluation, in which case Utah Virtual Academy shall provide an initial special education evaluation to an individual who enters DCFS custody if DCFS suspects the individual may be an eligible student within 30 days after the day on which DCFS makes the request (UCA 53E-7-207).
 - (a) Utah Virtual Academy may refuse to conduct an evaluation described in the Rules II. A.(1). if Utah Virtual Academy reviews the relevant data regarding the individual and, within ten days after the day on which Utah Virtual Academy received the request described in the Rules II.a.(1)., gives the DCFS prior written notice of refusal to evaluate.
 - b. Must consist of procedures to determine:
 - (1) If the student is a student with a disability; and
 - (2) The educational needs of the student.
3. The timeframe shall not apply to Utah Virtual Academy if:
 - a. The parent of a student repeatedly fails or refuses to produce the student for the evaluation; or
 - b. The student who is an adult repeatedly fails or refuses to participate in evaluation activities; or
 - c. A student enrolls in Utah Virtual Academy after the relevant timeframe has begun, and prior to a determination by the student’s previous LEA as to whether the student is a student with a disability.

- d. The exception in Rules II.D.3.c. applies only if Utah Virtual Academy is making sufficient progress to ensure a prompt completion of the evaluation, and the parent or student who is an adult and Utah Virtual Academy agree to a specific time when the evaluation will be completed.

II.E. SCREENING FOR INSTRUCTIONAL PURPOSES (34 CFR § 300.302; RULES II.E.)

1. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. Results of screenings should be considered by Utah Virtual Academy for child find purposes.

II.F. EVALUATION PROCEDURES (34 CFR § 300.304; RULES II.F.)

1. Utah Virtual Academy has established and implemented procedures that meet the evaluation requirements of Part B of the IDEA and the Rules as follows:
 - a. In conducting the evaluation, Utah Virtual Academy must:
 - (1) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by a parent or student who is an adult, that may assist in determining:
 - (a) Whether the student is a student with a disability; and
 - (b) The content of the student's IEP, including information related to enabling the student to be involved in and progress in the general education curriculum (or, for a student in preschool, to participate in appropriate activities);
 - (2) Not use any single procedure as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student; and
 - (3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors Utah Virtual Academy must consider the publication date and continued validity of assessments in use when new editions are published.

- (4) Utah Virtual Academy must ensure that assessments and other evaluation materials used to assess a student:
- (a) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
 - (b) Are provided and administered in the student's native language or other mode of communication, and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;
 - (c) Are selected to assess the specific areas of concern identified by the assessment/evaluation group, including the parent(s) or student who is an adult;
 - (d) Are used for the purposes for which the assessments or measures are valid and reliable;
 - (e) Are selected and administered by trained and knowledgeable personnel based upon the specific assessment's requirements; and
 - (f) Are administered and interpreted in accordance with any instructions and administrator requirements provided by the producer of the assessments and the Standards for Educational and Psychological Testing (AERA, APA, NCME, 2014).
 - (i) Utah Virtual Academy must ensure and document that all evaluators meet the assessment publishers' administrator/interpreter/user requirements, (e.g., appropriate degree, higher education coursework in tests and measures, and supervised clinical experiences/practica).
 - (ii) Utah Virtual Academy shall provide documentation to USBE staff upon request.
- (5) Utah Virtual Academy must ensure that:
- (a) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not

merely those that are designed to provide a single general intelligence quotient.

- (b) Assessments are selected and administered so as best to ensure that if an assessment is administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (c) The administration of psychological testing and the evaluation or assessment of personal characteristics, such as intelligence (e.g., cognitive, IQ), personality, abilities, interests, aptitudes, and neuropsychological functioning are only administered and interpreted by personnel who have been trained and fully meet the administrator/ interpreter/user qualifications of the test publisher (e.g., appropriate degree, higher education coursework in tests and measures, and supervised clinical experiences/practica).
- (d) The student is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- (e) Assessments of students with disabilities who transfer from another LEA to Utah Virtual Academy in the same school year are coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.
- (f) In evaluating each student with a disability, the evaluation is sufficiently comprehensive to identify all the student's special education and related services needs, whether or not commonly linked to the disability category in which the student has been classified.

- (g) Assessment tools and strategies provide relevant information that directly assists persons in determining the educational needs of the student are provided.
- b. The USDB is available to LEAs for assessments of students with visual impairment and hearing loss, as well as professional learning on appropriate administration of assessments, and procedures to ensure appropriate interpretation of assessments (R277-800-7).

II.G. REEVALUATION PROCEDURES (34 CFR § 300.303; RULES II.G.)

1. Utah Virtual Academy must ensure that a reevaluation of each student with a disability is conducted:
 - a. If Utah Virtual Academy determines that the educational or related services needs, including improved academic achievement and functional performance, of the student warrant a reevaluation; or
 - b. If the student's parents or student who is an adult or teacher requests a reevaluation.
2. A reevaluation:
 - a. May occur not more than once a year, unless the parents or student who is an adult and Utah Virtual Academy agree otherwise; and
 - b. Must occur at least once every three years, unless the parents or adult student and Utah Virtual Academy agree that a reevaluation is unnecessary as there are data available to continue eligibility and determine the educational needs of the student. When the parents or student who is an adult and LEA agree that a reevaluation is unnecessary, the group must document data reviewed and used in an evaluation report and complete an eligibility determination.

II.H. ADDITIONAL REQUIREMENTS FOR INITIAL EVALUATIONS AND REEVALUATION PROCEDURES (34 CFR § 300.305; RULES II.H.)

1. As part of any initial evaluation (if appropriate) and as part of any reevaluation, the IEP Team and other qualified professionals, as appropriate, must:
 - a. Review existing evaluation data on the student, including:

- (1) Evaluations and information provided by the parent(s) of the student or the student who is an adult;
 - (2) Current classroom-based, local, or State assessments, and classroom-based observations; and
 - (3) Observations by teachers and related services providers; and
- b. On the basis of that review, and input from the student's parent(s) or the adult student, identify what additional data, if any, are needed to determine:
 - (1) Whether the student is a student with a disability and the educational needs of the student; or, in the case of a reevaluation of a student, whether the student continues to have such a disability, and the educational needs of the student;
 - (2) The present levels of academic achievement and related developmental needs of the student;
 - (3) Whether the student needs special education and related services; or, in the case of a reevaluation of a student, whether the student continues to need special education and related services; and
 - (4) Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general education curriculum.
2. The IEP Team and other qualified professionals, as appropriate, may conduct its review of existing data without a meeting.
3. Utah Virtual Academy must administer such assessments and other evaluation measures as may be needed to produce the data needed to determine continuing eligibility.
4. If the IEP Team and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the student continues to be a student with a disability and to determine the student's educational needs, the LEA must notify the student's parent(s) or student who is an adult of:

- a. That determination and the reasons for the determination; and
 - b. The right of the parent(s) or student who is an adult to request an assessment to determine whether the student continues to be a student with a disability, and to determine the student's educational needs.
5. Utah Virtual Academy is not required to conduct the assessment for reevaluation described in Rules II.H.4.b unless requested to do so by the student's parent(s) or the student who is an adult.
6. Evaluations before change in eligibility.
 - a. Utah Virtual Academy must evaluate a student with a disability before determining that the student is no longer a student with a disability.
 - b. The evaluation is not required before the termination of a student's eligibility due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for FAPE under State law (i.e., age 22).
 - c. For a student whose eligibility terminates due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under State law, Utah Virtual Academy must provide the student with a summary of the student's academic achievement and functional performance, which shall include recommendations on how to assist the student in meeting the student's postsecondary goals.

II.I. DETERMINATION OF ELIGIBILITY (34 CFR § 300.306; RULES II.I.)

1. Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parents of the student or the student who is an adult determine eligibility under Part B of the IDEA and the Rules, including:
 - a. Whether that student is a student with a disability, and
 - b. The educational needs of the student.
2. Utah Virtual Academy shall provide the parents or adult student with a copy of the evaluation report and the documentation of determination of eligibility.

3. A student must not be determined to be a student with a disability:
 - a. If the determinant factor for that determination is:
 - (1) Lack of appropriate instruction in the science of reading, including the essential components of reading instruction (explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency including oral reading skills, and reading comprehension strategies) (20 USC 6368(3));
 - (2) Lack of appropriate instruction in mathematics; or
 - (3) Limited English proficiency; and
 - b. If the student does not otherwise meet the eligibility criteria.
4. Procedures for determining eligibility and educational need.
 - a. In interpreting evaluation data for the purpose of determining if a student is a student with a disability and the educational needs of the student, Utah Virtual Academy must:
 - (1) Draw upon information from a variety of sources, such as aptitude and achievement tests, parent or student who is an adult input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensure that information obtained from all of these sources is documented and carefully considered.
 - b. If a determination is made that a student has a disability and needs special education and related services, an IEP must be developed for the student within 30 calendar days.

II.J. CATEGORICAL DEFINITIONS, CRITERIA, AND ASSESSMENTS (34 CFR § 300.8; 34 CFR § 300.304 34 CFR § 300.306; RULES II.J.)

1. Utah Virtual Academy has adopted the criteria and evaluation procedures, by category, for determining eligibility for a student with disabilities under Part B of the IDEA and the Rules II.J.1-13. Including: Specific Learning Disabilities (Rules II.J.11.).
 - a. Definition (34 CFR § 300.8(C)(10)); Rules II.J.11.a.

- (1) *Specific learning disabilities* means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia, that affects a student's educational performance.
 - (2) *Specific learning disabilities* does not include learning problems that are primarily the result of visual, hearing, or motor disabilities; of intellectual disability; of emotional behavioral disability; or of environmental, cultural, or economic disadvantage.
- b. Procedures for Identifying Students with Specific Learning Disabilities (34 CFR § 300.307; Rules II.J.11.b).
- (1) Utah Virtual Academy has adopted the following method for determining a student's eligibility under the specific learning disability category. An LEA may use one of the following methods for determining a student's eligibility under the specific learning disability category:
 - (a) A Combination method of:
 - (i) A process based on the student's response to scientific, research-based intervention called the Response to Intervention (RtI) method which shows the student does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified in Rules II.J.10.b.(3)(a) (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method), and,
 - (ii) A discrepancy analysis which considers if the student's scores demonstrate a severe discrepancy between the student's intellectual ability and academic achievement in one or more of the areas identified in Rules II.J.10.b.(3)(a) (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method).

- (2) Additional group members (34 CFR § 300.308; Rules II.J.11.b.(2)).
 - (a) The determination of whether a student suspected of having a specific learning disability is a student with a disability must be made by the student's parent(s) or student who is an adult and a group of qualified professionals, which must include:
 - (b) The student's regular teacher; or
 - (c) If the student does not have a regular teacher, a regular classroom teacher qualified to teach a student of the student's age; or
 - (d) For a student of less than school age; an individual qualified by the USBE to teach a student of the student's age; and
 - (e) At least one person qualified to conduct individual diagnostic examinations of students and interpret the results of those assessments (as per the publisher's assessment administration criteria), such as a school psychologist, speech language pathologist, reading teacher or reading specialist, or special education teacher.
- (3) Determining the existence of a specific learning disability (34 CFR § 300.309; Rules II.J.11.b.(3)).
 - (a) The group described may determine that a student has a specific learning disability if:
 - (b) The student does not achieve adequately for the student's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student's age or State-approved grade-level standards:
 - (i) Oral expression;
 - (ii) Listening comprehension;
 - (iii) Written expression;
 - (iv) Basic reading skills;

- (v) Reading fluency skills;
 - (vi) Reading comprehension;
 - (vii) Mathematics calculation;
 - (viii) Mathematics problem solving.
- (c) The group determines that its findings are not primarily the result of:
 - (i) A visual, hearing, or motor disability;
 - (ii) Intellectual disability;
 - (iii) Emotional-behavioral disability;
 - (iv) Cultural factors;
 - (v) Environmental or economic disadvantage; or
 - (vi) Limited English proficiency.
- (4) The specific learning disability must adversely affect the student's educational performance.
- (5) The student with the specific learning disability must need special education and related services (34 CFR § 300.8(a); Rules II.J.11.b.(5)).
- (6) The group must determine that the specific learning disability is the student's primary disability.
- c. Evaluation (34 CFR § 300.309(b)–(c); Rules II.J.11.c).
 - (1) An evaluation must include a variety of assessment tools and strategies and cannot rely on any single procedure as the sole criterion.
 - (2) To ensure that underachievement in a student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation:
 - (a) Data that demonstrate that prior to, or as a part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel; and

- (b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parent(s) or the student who is an adult.
- (3) Utah Virtual Academy must promptly request parental consent or consent of the adult student to evaluate the student to determine if the student needs special education and related services, and must adhere to the 45-school-day evaluation timeframe, unless extended by mutual written agreement of the student's parent(s) or student who is an adult and a group of qualified professionals:
 - (a) If, prior to a referral, a student has not made adequate progress after an appropriate period of time as determined by Utah Virtual Academy when provided appropriate instruction, and
 - (b) Whenever a student is referred for an evaluation.
- (4) Observation (34 CFR § 300.310(a)–(c); Rules II.J.11.b.(4)).
 - (a) Utah Virtual Academy must ensure that the student is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of concern.
 - (b) The group must decide to:
 - (i) Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation; or
 - (ii) Have at least one member of the group conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent or consent of the student who is an adult is obtained.
 - (c) If the student is a home-schooled student, Utah Virtual Academy may determine how to conduct the observation and who will conduct it.

- (d) In the case of a student of less than school age or who is out of school, a group member must observe the student in an environment appropriate for a student of that age.
- (5) Specific documentation for the eligibility determination (34 CFR § 300.311; Rules II.J.11.b.(5)). The group's documentation of the determination of eligibility with a specific learning disability must contain a statement of:
 - (a) Whether the student has a specific learning disability;
 - (b) The basis for making the determination, including an assurance that the determination has been made in accordance with Rules II.I.;
 - (c) The relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to the student's academic functioning;
 - (d) The educationally relevant medical findings, if any; and
 - (e) Whether the student meets the criteria below.
 - (f) Combination (RtI and discrepancy analysis). Does not make sufficient progress to meet State-approved age- or grade-level standards when using a process based on the student's response to scientific evidence-based interventions and considers scores that demonstrate a severe discrepancy between the student's academic achievement and intellectual ability in one or more of the areas of specific learning disability (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method).
 - (i) Utah Virtual Academy has a process that assesses a student's response to scientific, research-based intervention as part of determining if the student has a specific learning disability. This process must include:
 - (ii) High quality research-based instruction delivered by qualified staff in the general education setting; and

- (iii) Assessment of student performance that specifically includes universal screening and progress-monitoring; and
- (iv) Multiple tiers of evidence-based interventions to address individual student difficulties; and
- (v) Documentation of systematic and regular parent, student who is an adult, and/or family involvement and communication as well as notification about:
 - (A) The State's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided (the group must refer to the USBE Specific Learning Disability Eligibility Guidelines when using this method);
 - (B) Strategies for increasing the student's rate of learning; and
 - (C) The parent(s)' or the student's, who is an adult, right to request an evaluation; and
- (vi) System supports (e.g., leadership, problem-solving, data management systems, coaching and collaboration, professional learning, and measures of fidelity) in place to ensure effective implementation; or
- (vii) The instructional strategies used and the student-centered data collected.
- (viii) The group must document that the student's performance on a standardized, norm-referenced, individually administered achievement measure in the area of the suspected disability, and
- (ix) That the student scored above the intellectual disability range on a standardized, norm-referenced, individually administered measure of intellectual ability, and
 - (A) The comparison of the standard scores on the tests of achievement and intellectual ability using an LEA board-approved and USBE-reviewed discrepancy analysis. The

group must document consideration of the discrepancy analysis and the group's determination of whether or not it represents a severe discrepancy.

- (6) The determination of the group concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional-behavioral disability; cultural factors; environmental or economic disadvantage; or limited English proficiency on the student's achievement level;
- (7) The requirements of Rules II.D.–H. must be met.
- (8) Each group member must certify in writing whether the report reflects the member's conclusion (§ 300.311(b)). If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

III. IEP DEVELOPMENT AND SERVICE DELIVERY

III.A. INDIVIDUALIZED EDUCATION PROGRAM (IEP) (RULES III.A.)

1. Utah Virtual Academy implements the following IEP requirements, including the Least Restrictive Environment (LRE) requirements, consistent with Part B of the IDEA and the Rules, as well as R277-750, R277-800, and R277-801.

III.B. WHEN IEPS MUST BE IN EFFECT (34 CFR § 300.323; RULES III.B.)

1. At the beginning of each school year, Utah Virtual Academy must have an IEP in effect for each student with a disability within its jurisdiction.
2. Utah Virtual Academy must ensure that:
 - a. A meeting to develop an IEP for a student is conducted within 30 calendar days of a determination that the student needs special education and related services; and
 - b. As soon as possible following development of the IEP, special education and related services are made available to the student in accordance with the student's IEP.
 - c. Utah Virtual Academy must ensure that the student's IEP is:
 - (1) Accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation; and
 - (2) Each teacher and provider is informed of:
 - (a) The teacher's specific responsibilities related to implementing the student's IEP; and
 - (b) The specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP.
3. Documentation of IEP implementation shall be provided to USBE upon request.

III.C. STUDENTS WHO TRANSFER (34 CFR § 300.323; RULES III.C.)

1. Transfers within Utah.
 - a. In the case of a student with a disability with a current IEP who transfers from one LEA to another within the State within the same school year and enrolls in a new school, Utah Virtual Academy, in consultation with the parent(s) or student who is an adult, must provide a FAPE to the student, including services comparable to those described in the previously held IEP, until such time as Utah Virtual Academy:
 - (1) Adopts the previously held IEP, or
 - (2) Develops, adopts, and implements a new IEP that is consistent with Federal regulations and the Rules.
 - b. The requirements of 34 CFR § 300.323 also apply for students transferring from an LEA placement to a local juvenile or adult correctional facility or temporary State placement for observation and assessment.
2. Transfers from out of State.
 - a. In the case of a student with a disability with a current IEP who transfers LEAs within the same school year, who enrolls in a new school, and who has an IEP that was in effect in another State, Utah Virtual Academy, in consultation with the parent(s) or student who is an adult, must provide the student with a FAPE, including services comparable to those described in the previously held IEP, until Utah Virtual Academy:
 - (1) Conducts an evaluation, if determined to be necessary by Utah Virtual Academy; and
 - (2) Develops a new IEP, if appropriate, that is consistent with Federal and State law.
 - b. The evaluation for eligibility that may be conducted by Utah Virtual Academy is considered an initial evaluation, not a reevaluation (71 Federal Register 4668- 82).
3. To facilitate the transition for a student described above:
 - a. Utah Virtual Academy must take reasonable steps to promptly obtain the student's records, including the IEP and supporting documents and any

other records relating to the provision of special education or related services to the student, from the previous LEA in which the student was enrolled; and

- b. The previous LEA in which the student was enrolled must take reasonable steps to promptly respond to the request from Utah Virtual Academy.
 - c. The LEA transferring the records must keep a copy of the records for at least three years after the transfer as outlined in Rule VIII.S.
4. Experiencing difficulty in obtaining the IEP from the previous LEA does not relieve the LEA where the student is currently enrolled of its obligation to have a current IEP in place for a student who is eligible.

III.D. LEA RESPONSIBILITY FOR IEP MEETINGS (34 CFR § 300.323(C)(1); RULES III.D.)

1. Utah Virtual Academy is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability age 3 through 21, consistent with the Rules.
2. A meeting to develop an IEP for a student who is eligible must be conducted within 30 calendar days of a determination that a student needs special education and related services.

III.E. IEP TEAM MEMBERSHIP (34 CFR § 300.321; RULES III.E.)

1. Utah Virtual Academy must ensure that the IEP Team for each student with a disability includes:
 - a. The parents of the student or the student who is an adult;
 - b. Not less than one regular education teacher of the student (if the student is, or may be, participating in the regular education environment);
 - c. Not less than one special education teacher of the student, or where appropriate, not less than one special education provider of the student;
 - d. A representative of Utah Virtual Academy who:
 - (1) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;

- (2) Is knowledgeable about the general education curriculum; and
 - (3) Is knowledgeable about the availability of resources of the LEA.
 - (4) Utah Virtual Academy may designate a Utah Virtual Academy member of the IEP Team to also serve as the LEA representative, if the above criteria are satisfied.
- e. A representative of USDB and the LEA of residence when the student's placement is at USDB, when the IEP Team is considering placement at USDB, or when the student receives 180 minutes or more of special education and/or related services from USDB.
 - f. An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in this section of the Rules;
 - g. At the discretion of the parent or student who is an adult or the LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and
 - h. Whenever appropriate, the student with a disability.
 - i. The determination of knowledge or special expertise of any individual described in the Rules III.E.6 above must be made by the party (parents or student who is an adult or LEA) who invited the individual to be a member of the IEP Team.
 - j. If a purpose of the IEP Team meeting is consideration of the postsecondary goals for the student and the postsecondary transition services needed to assist the student in reaching those goals, the LEA must invite the student with a disability to attend the student's IEP meeting. If the student does not attend the IEP meeting, Utah Virtual Academy must take other steps to ensure that the student's preferences and interests are considered.
 - k. To the extent appropriate, with the written consent of the parents or student who is an adult, Utah Virtual Academy must invite a representative of any participating agency that is likely to be responsible for providing or paying for postsecondary transition services.

- I. Signatures on an IEP denote participation of IEP Team members in the development of the IEP.

III.F. IEP TEAM ATTENDANCE (34 CFR § 300.321; RULES III.F.)

1. A required member of the IEP Team is not required to attend a particular IEP Team meeting, in whole or in part, if the parents of a student with a disability or student who is an adult and the LEA agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
2. A required member of the IEP Team may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:
 - a. The parents or student who is an adult, in writing, and the LEA consent to the excusal; and
 - b. The member submits, in writing, to the parents or student who is an adult and the IEP Team, input into the development of the IEP prior to the meeting.

III.G. PARENT PARTICIPATION (34 CFR § 300.322; RULES III.G.)

1. Utah Virtual Academy must take steps to ensure that one or both of the parents of a student with a disability or the student who is an adult are present at each IEP meeting or are afforded the opportunity to participate, including:
 - a. Notifying parents or student who is an adult of the meeting early enough to ensure that they will have an opportunity to attend; and
 - b. Scheduling the meeting at a mutually agreed-on time and place.
2. If the parents or student who is an adult cannot attend, Utah Virtual Academy must use other methods to ensure participation of the parents or the student who is an adult, including individual or conference telephone calls. The parents of a student with a disability or the student who is an adult and Utah Virtual Academy may agree to use alternative means of meeting participation, such as video conferences and conference calls (34 CFR § 300.328).
3. A meeting may be conducted without a parent or the student who is an adult in attendance if Utah Virtual Academy is unable to convince the parent(s) or the

student who is an adult that they should attend. In this case, Utah Virtual Academy must keep a record of its attempts to arrange a mutually agreed-on time and place, such as:

- a. Detailed records of telephone calls made or attempted and the results of those calls;
 - b. Copies of correspondence sent to the parents or student who is an adult and any responses received; and
 - c. Detailed records of visits made to the parents' or student who is an adult home or place of employment and the results of those visits.
4. Utah Virtual Academy must take whatever action is necessary to ensure that the parent(s) or student who is an adult understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parent(s) or student who is an adult with deafness or whose native language is other than English.
 - a. Under UCA 35A-13-604, an individual is required to be certified as an interpreter if that individual provides interpreter services for deaf and hard of hearing individuals.
 - b. An individual providing interpreting services other than those for deaf and hard of hearing individuals shall be trained.
5. The parent(s) of a student with a disability or student who is an adult are participants along with school personnel in developing, reviewing, and revising the IEP for their student. This is an active role in which the parent(s) or student who is an adult:
 - a. Provide critical information regarding the strengths of the student and express their concerns for enhancing the education of the student;
 - b. Participate in the discussion of the student's need for special education and related services, and supplementary aids and services; and
 - c. Join with other participants in deciding how the student will be involved and progress in the general curriculum, how the student will participate in State- and LEA-wide assessments, and what services Utah Virtual Academy will provide to the student and in what setting.

6. Utah Virtual Academy must give the parent(s) or adult student a copy of the student's IEP at no cost to the parent(s) or student who is an adult.

III.H. NOTICE OF MEETING (34 CFR § 300.322; RULES III.H.)

1. The notice of meeting required to be provided to the parent(s) or student who is an adult must:
 - a. Indicate the purpose, time, and location of the meeting and who will be in attendance; and
 - b. Inform the parent(s) or student who is an adult of the provision for participation of other individuals who have knowledge or special expertise about the student on the IEP Team.
 - c. Inform the parent(s) that at their request the Part C service coordinator or other representatives of the Part C system may be invited to participate at the initial IEP Team meeting for a student previously served under Part C of the IDEA.
2. For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, the IEP notice of meeting also must:
 - a. Indicate that a purpose of the meeting will be the consideration of the postsecondary goals and postsecondary transition services for the student; and
 - b. Indicate that Utah Virtual Academy will invite the student; and
 - c. Identify any other agency that will be invited, with parental or student who is an adult consent, to send a representative.
3. When conducting IEP Team meetings and placement meetings and carrying out administrative matters, the parent(s) of a student with a disability or student who is an adult and Utah Virtual Academy may agree to use alternative means of meeting participation such as video conferences and conference calls (34 CFR § 300.328).

III.I. DEVELOPMENT, REVIEW, AND REVISION OF THE IEP (34 CFR § 300.324; RULES III.I.)

1. Development, review, and revision of the IEP.
 - a. In developing each student's IEP, the IEP Team must consider:

- (1) The strengths of the student;
 - (2) The concerns of the parent(s) or adult student for enhancing the education of the student;
 - (3) The results of the initial or most recent evaluation of the student, and
 - (4) The academic, developmental, and functional needs of the student.
- b. The IEP Team, in conducting a meeting to develop, review and, if appropriate, revise a student's IEP, must consider the following special factors:
- (1) In the case of a student with limited English proficiency (LEP), consider the language needs of the student as those needs relate to the student's IEP;
 - (2) In the case of a student who is blind or visually impaired, provide for instruction in braille and the use of braille unless the IEP Team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in braille or the use of braille), that instruction in braille or the use of braille is not appropriate for the student;
 - (a) Prior to determining whether a student who is blind should use braille as the primary reading mode, the student's IEP Team must be provided (through pertinent literature or discussions with competent braille users and educators, or both) with detailed information about the use and efficiency of braille as a reading medium, in order to make an informed choice as to the student's primary reading.
 - (3) Consider the communication needs of the student and, in the case of a student who is deaf or hard of hearing, consider the student's language and communication needs, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode;

- (4) Consider whether the student needs assistive technology devices and services in school and on a case-by-case basis, in a student's home or other setting; and
- (5) In the case of a student whose behavior impedes the student's learning or that of others, consider the use of positive behavior interventions and supports, and other strategies (e.g., conduct a functional behavior assessment, develop a behavior intervention plan), to address that behavior.
 - (a) When making decisions on behavior interventions, the IEP Team must refer to the USBE Technical Assistance (TA) manual that outlines the Least Restrictive Behavior Interventions (LRBI) for information on research-based intervention procedures.
 - (i) Emergency safety interventions may only be included in an IEP as a planned intervention when the IEP Team agrees that less restrictive means which meet circumstances in R277-608 have been attempted, an FBA has been conducted, and a BIP based on data analysis has been developed and implemented (R277-609).
 - (b) The purpose of the LRBI related to the use of positive behavior supports and behavior interventions in schools is to:
 - (i) Protect the safety and well-being of all students;
 - (ii) Provide protection for students, teachers, other school personnel, and LEAs; and
 - (iii) Ensure that parent(s) or students who is an adult are involved in the consideration and selection of behavior interventions to be used.
 - (c) When an emergency situation occurs that requires the immediate use of an emergency safety intervention to protect the student or others from harm, the staff shall comply with requirements in R277-609 with regards to time limitations and parental or student who is an adult notification.

- (d) As appropriate, the student should receive an FBA and behavior intervention services and modifications that are designed to address the behavior (34 CFR § 300.530(d)(1)(ii)).
 - c. If, in considering the special factors described above, the IEP Team determines that a student needs a particular device or services for educational purposes (including an intervention, accommodation, or other program modification) in order for the student to receive a FAPE, the IEP Team must include a statement to that effect in the student's IEP.
 - d. A regular education teacher of a student with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development of the IEP of the student, including the determination of:
 - (1) Appropriate positive behavior interventions and supports and other strategies for the student; and
 - (2) Supplementary aids and services, program modifications, and support for school personnel consistent with the IEP.
2. Changes to the IEP.
- a. In making changes to a student's IEP after the annual IEP Team meeting for a school year, the parent(s) of a student with a disability or student who is an adult and Utah Virtual Academy may agree not to convene an IEP meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the student's current IEP.
 - (1) The LEA shall convene a meeting with the IEP Team regarding material or substantial changes to the IEP (e.g., the amount of service time, change in placement, termination of services).
 - b. Upon request, the parent(s) or student who is an adult must be provided with a revised copy of the IEP with the amendments incorporated.
 - c. If changes are made to the student's IEP through the amendment process, Utah Virtual Academy must ensure that the student's IEP Team is informed of those changes.
3. To the extent possible, Utah Virtual Academy must encourage the consolidation of reevaluation meetings and other IEP Team meetings for the student (34 CFR § 300.324(a)(5)).

4. Review and revision of the IEP.

a. Utah Virtual Academy must ensure that the IEP Team:

- (1) Reviews the student's IEP periodically, but not less than annually, to determine whether the annual goals for the student are being achieved; and
- (2) Revises the IEP, as appropriate, to address:
 - (a) Any lack of expected progress toward the annual goals in the IEP and in the general education curriculum, if appropriate;
 - (b) The results of any reevaluation;
 - (c) Information about the student provided to, or by, the parent(s) or adult student;
 - (d) The student's anticipated needs; or
 - (e) Other matters.
- (3) In conducting a review of the student's IEP, the IEP Team must consider the special factors in the Rules III.I.1.b.
- (4) A regular education teacher of the student, as a member of the IEP Team, must participate in the review and revision of the IEP of the student, if the student is or may be participating in the general education classroom.
- (5) If a participating agency, other than Utah Virtual Academy, fails to provide the postsecondary transition services described in the IEP, Utah Virtual Academy must reconvene the IEP Team to identify alternative strategies to meet the postsecondary transition objectives for the student set out in the IEP.
- (6) Nothing in this part relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for any postsecondary transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that agency.

III.J. DEFINITION OF THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) (34 CFR § 300.320; RULES III.J.)

1. The term *individualized education program* (IEP) means a written statement for each student with a disability that is developed, reviewed, and revised in a meeting. The IEP is designed to meet the student's unique needs based on their disability, and prepare them for further education, employment, and independent living.
2. The IEP must include:
 - a. A statement of the student's present levels of academic achievement and functional performance (PLAAFP), including:
 - (1) How the student's disability affects the student's involvement and progress in the general education curriculum (i.e., the same grade-level curriculum as for students who are non-disabled); or
 - (2) For students in preschool, as appropriate, how the disability affects the student's participation in appropriate activities; and
 - (3) For students who are blind, the results obtained from a braille-related or braille skills assessment;
 - b. A statement of measurable annual goals, that describes what the student is reasonably expected to accomplish in a year and the conditions in which the goals will be performed, including academic and functional goals designed to:
 - (1) Meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the grade-level general education curriculum; and
 - (2) Meet each of the student's other educational needs that result from the student's disability;
 - c. For a student with a disability, ages 14 and older, an annual IEP goal related to the student's postsecondary transition service needs.
 - d. For eligible students with significant cognitive disabilities who will participate in grade-level alternate achievement standards (i.e., Essential Elements):

- (1) Notification to the parent(s) or adult student that the student's academic achievement will be measured through an assessment of the grade-level Utah alternate achievement standards and how participation in such alternate achievement assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma; and
 - (2) A description of benchmarks or short-term objectives for each annual goal;
- e. A description of:
 - (1) How the student's progress toward meeting the annual IEP goals will be measured; and
 - (2) When periodic reports to the parent(s) or adult student on the progress the student is making toward meeting the annual IEP goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;
- f. A statement of the special education and related services and supplementary aids and services (including assistive technology), based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
 - (1) To advance appropriately toward attaining the annual goals;
 - (2) To be involved in and make progress in the grade-level general education curriculum, and to participate in extracurricular and other nonacademic activities; and
 - (3) To be educated and participate with other similar-aged students with disabilities and non-disabled students in the activities described in this section;
- g. An explanation of the extent, if any, to which the student will not participate with similar-aged non-disabled students in the regular education environment and in the activities described in this section;
- h. A statement of:

- (1) Any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on all grade-level State- and LEA-wide assessments; and
- (2) If the IEP Team determines that the student must take an alternate assessment instead of a particular regular State- or LEA-wide assessment of student achievement, a statement of why:
 - (a) The student cannot participate in the regular assessment; and
 - (b) The particular alternate assessment selected is appropriate for the student; and
 - (c) All students, including students with disabilities, participate in statewide assessments. Utah Virtual Academy reports the results of statewide assessments on the website. If more than one percent of students with significant cognitive disabilities participate in an alternate assessment, Utah Virtual Academy will submit justification to the USBE on the need to exceed the cap.
- i. The projected date for the beginning of the services and modifications, and the anticipated frequency, location, and duration of those services and modifications.
- j. A statement of school to post-school transition services.
 - (1) For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:
 - (2) Appropriate measurable postsecondary goals based upon age-appropriate postsecondary transition assessments related to training or education, employment, and, where appropriate, independent living skills; and
 - (3) The postsecondary transition services (including courses of study) needed to assist the student in reaching those goals.
- k. Transfer of rights at age of majority.
 - (1) Beginning not later than one year before the student reaches the age of majority (age 18 in Utah), the IEP must include a statement that the

student has been informed of the student's rights under Part B of the IDEA that will transfer to the student on reaching the age of majority. The transfer of rights also occurs upon notification to the LEA that a student has married or become emancipated before age 18.

- l. Nothing in this section shall be construed to require that additional information be included in a student's IEP beyond what is explicitly required in Section 614 of Part B of the IDEA, or require the IEP Team to include information under one component of a student's IEP that is already contained under another component of the student's IEP.
- m. IEP Teams should discuss and address, if appropriate, student participation in not only the grade-level Utah Core Standards, but other general education activities and courses (e.g., health and maturation, suicide prevention), as well as the Statewide Online Education Program (SOEP) or other online, distance, blended, or competency-based courses, as well as courses taken through Career and Technical Education (CTE) programs and concurrent enrollment. Students with disabilities may require special education and related services and accommodations for equitable participation, in conjunction with Part B of the IDEA, the Rules, R277-418, R277-713, and R277-726.

III.K. PHYSICAL EDUCATION 34 CFR § 300.108 (RULES III.L.)

1. Physical education services, specially designed if necessary, must be made available to every student with a disability receiving a FAPE, unless Utah Virtual Academy enrolls students without disabilities and does not provide physical education to students without disabilities in the same grades.
2. Each student with a disability must be afforded the opportunity to participate in the regular physical education program available to students who are nondisabled unless:
 - a. The student is enrolled full time in a separate facility; or
 - b. The student needs specially designed physical education, as prescribed in the student's IEP.
3. If specially designed physical education (e.g., adapted physical education) is prescribed in a student's IEP, the LEA responsible for the education of that

student must provide the services directly or make arrangements for those services to be provided through other public or private programs.

4. Utah Virtual Academy responsible for the education of a student with a disability who is enrolled in a separate facility must ensure that the student receives appropriate physical education services.PE.

III.L. ASSISTIVE TECHNOLOGY (34 CFR § 300.105; R277-495; RULES III.M.)

1. Utah Virtual Academy must ensure that assistive technology devices or assistive technology services, or both, are made available to a student with a disability if required as a part of the student's:
 - a. Special education,
 - b. Related services, or
 - c. Supplementary aids and services.
2. On a case-by-case basis, the use of school-purchased assistive technology devices in a student's home or in other settings is required if the student's IEP Team determines that the student needs access to those devices in order to receive a FAPE.es.

III.M. EXTENDED SCHOOL YEAR (ESY) SERVICES (34 CFR § 300.106; R277-751; RULES III.N.)

1. Extended school year services mean special education and related services that:
 - a. Are provided to an eligible student with a disability:
 - (1) Beyond the normal school year of Utah Virtual Academy;
 - (2) In accordance with the student's IEP; and
 - (3) At no cost to the parent(s) of the student or student who is an adult; and
 - b. Meet the standards of the USBE in R277-751.
2. Utah Virtual Academy shall ensure that:
 - a. Extended school year services are available as necessary to provide FAPE, consistent with the Rules and considered for each individual student with

- a disability during an IEP, based upon a review of multiple data sources and factors.
 - b. ESY student programs are provided in the least restrictive environment.
 - c. ESY teachers and paraeducators meet USBE's and IDEA requirements.
3. Extended school year services must be provided only if a student's IEP Team determines, on an individual basis, that the services are necessary for the provision of a FAPE to the student. The annual IEP shall reflect the IEP Team's decision regarding the need for ESY services.
- a. Parent(s) or the student who is an adult shall be provided with prior written notice of proposal or refusal to provide ESY services.
 - b. If determined as eligible for ESY services, the IEP Team shall determine the appropriate ESY program, based on the student's individual needs.
 - c. ESY eligibility decisions and prior written notice of ESY programs shall be provided to parent(s) or student who is an adult in sufficient time to permit accessing dispute resolution options of the procedural safeguards, in the event of a dispute.
4. In implementing the requirements of this section, Utah Virtual Academy may not:
- a. Limit extended school year services to particular categories of disability, age, or grade level;
 - b. Unilaterally limit the type, amount, or duration of those services; or
 - c. Limit data consideration by IEP Teams to only an analysis of regression and recoupment.

III.N. LEAST RESTRICTIVE ENVIRONMENT (LRE) (34 CFR § 300.114; RULES III.O.)

- 1. Utah Virtual Academy must ensure that:
 - a. To the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities (e.g., nursing homes), are educated with similar-aged students who are nondisabled; and

- b. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. In the case of a student who is deaf or hard of hearing, consideration of a special class or school may be the least restrictive environment in that it provides opportunities for direct communication and instruction in the student's language and communication mode with professional personnel and peers.
 - c. LRE provisions apply to transition programs (i.e., postsecondary) and placement.
- 2. A state funding mechanism must not result in placements that violate the LRE requirements of the Rules III.P.–S.

III.O. INCLUSIONARY PRACTICES TO PROVIDE A FULL EDUCATIONAL OPPORTUNITY (34 CFR § 300.109; RULES III.P.)

- 1. Utah Virtual Academy must develop inclusionary practices that include the components in the definition using evidence-based practices. LEA's may benefit from USBE Technical Assistance, and other resources.

III.P. CONTINUUM OF ALTERNATIVE PLACEMENTS (34 CFR § 300.115; RULES III.Q.)

- 1. Utah Virtual Academy must ensure that a continuum of alternative placements is available to meet the needs of students with disabilities for special education and related services.
- 2. The continuum required must:
 - a. Include the following alternative placements for instruction:
 - (1) Regular classes,
 - (2) Special classes,
 - (3) Special schools,
 - (4) Home instruction, and
 - (5) Instruction in hospitals and institutions; and

- b. Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

III.Q. PLACEMENTS (34 CFR § 300.116; RULES III.R.)

1. In determining the educational placement of a student with a disability, including postsecondary transition-aged student with a disability, Utah Virtual Academy must ensure that:
 - a. The placement decision:
 - (1) Is made by a group of persons, including the parent(s) or student who is an adult and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options; and
 - (2) Is made in conformity with the LRE provisions above.
 - b. The student's placement:
 - (1) Is determined at least annually;
 - (2) Is based on the student 's IEP; and
 - (3) Is as close as possible to the student 's home;
 - c. Unless the IEP of a student with a disability requires some other arrangement, the student is educated in the school that the student would attend if nondisabled;
 - d. In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that the student needs; and
 - e. A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

III.R. PARENTAL INVOLVEMENT IN PLACEMENT DECISIONS (34 CFR §§ 300.327, 300.501; RULES III.S.)

1. Utah Virtual Academy shall ensure that the parent(s) of each student with a disability or adult student are members of any group that makes decisions on

the educational placement of the parent's student or the student who is an adult (Rules IV.B).

2. In implementing this requirement, Utah Virtual Academy shall use procedures for parent or student who is an adult involvement in placement decisions consistent with those used for parent participation in IEP meetings.
3. If neither parent or the student who is an adult can participate in a meeting in which a decision is to be made relating to the educational placement of the student, Utah Virtual Academy shall use other methods to ensure their participation, including individual or conference telephone calls or video conferencing.
4. A group may make a placement decision without the involvement of the parent(s) or student who is an adult if Utah Virtual Academy is unable to obtain either parent's or student who is an adult participation in the decision. In this case, the LEA must have a record of its attempts to ensure their involvement.

III.S. NONACADEMIC SETTINGS AND EXTRACURRICULAR ACTIVITIES (34 CFR § 300.117; UCA 53G-6-709; RULES III.T.)

1. In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities in Rules III.V, Utah Virtual Academy must ensure that each student with a disability participates with students who are nondisabled in the extracurricular services and activities to the maximum extent appropriate to the needs of that student.
2. Utah Virtual Academy must ensure that each student with a disability has the supplementary aids and services determined by the student's IEP Team to be appropriate and necessary for the student to participate in nonacademic settings.
3. A student with a disability (under the age of 22 who has not graduated from high school with a regular high school diploma, whose IEP Team recommends participation) may not be denied the opportunity of participating in public school programs or extracurricular activities solely because of the student's age, unless the participation threatens the health or safety of the student. Utah Virtual Academy, in cooperation with the Utah Department of Health, shall

establish criteria used to determine the health and safety factor (UCA 53G-6-709).

III.T. NONACADEMIC SERVICES (34 CFR § 300.107; RULES III.U.)

1. Utah Virtual Academy must take steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's IEP Team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford students with disabilities an equal opportunity for participation in those services and activities.
2. Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by Utah Virtual Academy, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by Utah Virtual Academy and assistance in making outside employment available.

IV. PROCEDURAL SAFEGUARDS DUE PROCESS PROCEDURES FOR PARENT(S) AND STUDENTS (IDEA SUBPART E)

1. Consistent with the requirements of Part B of the IDEA and the Rules Utah Virtual Academy shall establish, maintain, and implement procedural safeguards for students with disabilities and their parent(s) or students who is an adult. (34 CFR § 300.500).

IV.A. PARENTAL OPPORTUNITY TO EXAMINE RECORDS AND PARTICIPATE IN MEETINGS (34 CFR § 300.501; RULES IV.A.)

1. Opportunity to examine records.
 - a. The parent(s) of a student with a disability or student who is an adult must be afforded, in accordance with the Rules, an opportunity to inspect and review all education records with respect to the identification, evaluation, and educational placement of the student and the provision of a FAPE to the student.
2. Parent participation in meetings.
 - a. The parent(s) of a student with a disability or student who is an adult must be afforded an opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of the student and the provision of a FAPE to the student.
 - b. Utah Virtual Academy must provide notice, consistent with the Rules, to ensure that parents of students with disabilities or adult students have the opportunity to participate in meetings.
 - c. A meeting does not include informal or unscheduled conversations involving Utah Virtual Academy personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that Utah Virtual Academy personnel engage in to develop a proposal or a response to a parent or student who is an adult proposal that will be discussed at a later meeting.
3. Parent involvement in placement decisions.

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- a. Utah Virtual Academy must ensure that a parent of each student with a disability or student who is an adult is a member of any group that makes decisions on the educational placement of the parent's student (34 CFR § 300.327), including notifying the parent(s) or student who is an adult of the meeting early enough to ensure that they will have an opportunity to attend and scheduling the meeting at a mutually agreed-on time and place (34 CFR § 300.322(a)).
- b. The notice of meeting must indicate the purpose(s), time, and location of the meeting, who will be in attendance, and inform the parents or student who is an adult of their right to bring other individuals who have knowledge or special expertise about the student (34 CFR § 300.322(b)).
- c. If neither parent or the student who is an adult can participate in a meeting in which a decision is to be made relating to the educational placement of the student, Utah Virtual Academy must use other methods to ensure their participation, including individual or conference telephone calls or video conferencing.
- d. A placement decision may be made by a group without the involvement of a parent or student who is an adult if Utah Virtual Academy is unable to obtain the parents or student who is an adult participation in the decision. In this case, Utah Virtual Academy must have a record of its attempt to ensure their involvement.

IV.B. INDEPENDENT EDUCATIONAL EVALUATION (34 CFR § 300.502; RULES IV.B.)

1. Definitions.
 - a. *Independent educational evaluation* (IEE) means an evaluation conducted by a qualified examiner who is not employed by Utah Virtual Academy responsible for the education of the student in question.
 - b. *Public expense* means that Utah Virtual Academy either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent or student who is an adult.
2. Utah Virtual Academy has established and implemented policies and procedures related to independent educational evaluation that meet the requirements of Part B of the IDEA and the Rules.

3. The following requirements must be addressed:
- a. The parents of a student with a disability or student who is an adult have the right to obtain an IEE of the student at public expense if they disagree with an evaluation obtained by Utah Virtual Academy.
 - b. Utah Virtual Academy must provide to the parents or student who is an adult, upon request for an IEE, information about where an IEE may be obtained and the Utah Virtual Academy criteria applicable for IEEs.
 - c. If a parent or student who is an adult requests an IEE at public expense, Utah Virtual Academy must, without unnecessary delay, either:
 - (1) File a request for a due process complaint and hearing to show that its evaluation is appropriate; or
 - (2) Ensure that an IEE is provided at public expense, unless Utah Virtual Academy demonstrates in a due process hearing that the evaluation obtained by the parent or student who is an adult did not meet Utah Virtual Academy criteria.
 - d. If Utah Virtual Academy files a due process complaint and request for hearing, and the final decision is that Utah Virtual Academy's evaluation is appropriate, the parent or student who is an adult still has the right to an IEE, but not at public expense.
 - e. If a parent or student who is an adult requests an IEE, Utah Virtual Academy may ask for the parents' or student who is an adult's reason why the student who is an adult objects to the public evaluation. However, the explanation by the parent or student who is an adult may not be required and Utah Virtual Academy may not unreasonably delay either providing the IEE at public expense or requesting a due process hearing to defend the public evaluation.
 - f. A parent or student who is an adult is entitled to only one IEE at public expense each time Utah Virtual Academy conducts an evaluation with which the parent or adult student who is an adult disagrees.
 - g. If the parent or adult student who is an adult either obtains an IEE at public expense or shares an evaluation obtained at private expense with Utah Virtual Academy, the results of the evaluation:

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- (1) Must be considered by Utah Virtual Academy, in any decision made with respect to the provision of a FAPE to the student provided that the IEE meets Utah Virtual Academy criteria; and
 - (2) May be presented by any party as evidence at a hearing on a due process complaint regarding that student.
- h. If a hearing officer requests an IEE as part of a due process hearing, the cost of the evaluation must be at public expense.
- i. If an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Utah Virtual Academy uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's or student who is an adult right to an IEE.
- j. Except for the criteria described above, Utah Virtual Academy may not impose additional conditions or timelines related to obtaining an IEE at public expense.
4. An IEE conducted at Utah Virtual Academy's expense becomes the property of Utah Virtual Academy, in its entirety.

IV.C. PRIOR WRITTEN NOTICE (34 CFR § 300.503; RULES IV.C.)

1. Prior written notice must be given to the parents of a student with a disability or student who is an adult a reasonable time before Utah Virtual Academy:
 - a. Proposes to initiate or change the identification, evaluation, or educational placement of the student or the provision of a FAPE to the student; or
 - b. Refuses to initiate or change the identification, evaluation, or educational placement of the student or the provision of a FAPE to the student.
2. The notice required must include:
 - a. A description of the action proposed or refused by Utah Virtual Academy;
 - b. An explanation of why Utah Virtual Academy proposes or refuses to take the action;
 - c. A description of each evaluation procedure, assessment, record, or report Utah Virtual Academy used as a basis for the proposed or refused action;

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- d. A statement that the parent(s) of a student with a disability or student who is an adult have protection under the procedural safeguards of Part B of the IDEA and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;
 - e. Sources for the parent(s) or student who is an adult to contact to obtain assistance in understanding the provisions of Part B of the IDEA;
 - f. A description of other options that the IEP Team considered and the reasons why those options were rejected; and
 - g. A description of other factors that are relevant to Utah Virtual Academy's proposal or refusal.
3. The notice must be:
- a. Written in language understandable to the general public; and
 - b. Provided in the native language of the parent or student who is an adult or other mode of communication used by the parent or student who is an adult, unless it is clearly not feasible to do so.
- (1) If the native language or other mode of communication of the parent or student who is an adult is not a written language, Utah Virtual Academy must take steps to ensure that:
- (a) The notice is translated orally or by other means to the parent or student who is an adult in the parent's or student who is an adult native language or other mode of communication;
 - (b) The parent or student who is an adult understands the content of the notice; and
 - (c) There is written evidence that the requirements above have been met.

IV.D. PROCEDURAL SAFEGUARDS NOTICE (34 CFR § 300.504; RULES IV.D.)

- 1. A copy of the procedural safeguards available to the parent(s) of a student with a disability or student who is an adult must be given to the parent(s) or student

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who is an adult only one time a year, except that a copy also must be given to the parent(s) or student who is an adult:

- a. Upon initial referral or parent or student who is an adult request for evaluation;
 - b. Upon receipt of the first State complaint or a due process complaint in that school year;
 - c. In accordance with the discipline procedures in 34 CFR § 300.530(h) and Rules V.F.; and
 - d. Upon request by a parent or student who is an adult.
2. Utah Virtual Academy may place a current copy of the procedural safeguards notice on its website if a website exists.
3. The procedural safeguards notice must include a full explanation of all the procedural safeguards relating to:
 - a. Independent educational evaluations;
 - b. Prior written notice;
 - c. Parental or student who is an adult consent;
 - d. Access to educational records;
 - e. The opportunity to present and resolve complaints through the, including:
 - (1) The time period in which to file a due process complaint or State complaint;
 - (2) The opportunity for the agency to resolve the due process hearing complaint or State complaint; and
 - (3) The difference between the due process complaint and the State complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;
 - f. The availability of mediation;
 - g. The student's placement during pendency of hearings on due process complaints;

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- h. Procedures for students who are subject to placement in an interim alternative educational setting (IAES);
 - i. Requirements for unilateral placement by parent(s) of students or by a student who is an adult in private schools at public expense;
 - j. Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;
 - k. State-level appeals;
 - l. Civil actions, including the time period in which to file those actions; and
 - m. Attorneys' fees.
- 4. The notice required must be in language understandable to the parent(s) or student who is an adult as set forth in 34 CFR § 300.503(c) and Rules IV.C.3.
 - 5. A parent of a student with a disability or student who is an adult may elect to receive prior written notice, procedural safeguards notice, and prior written notice following a due process complaint pursuant to Rules IV.H.6 by an electronic mail communication, if Utah Virtual Academy makes that option available (34 CFR § 300.505).

IV.E. STATE COMPLAINT PROCEDURES (34 CFR § 300.151–153; RULES IV.E.)

- 1. Utah Virtual Academy follows all requirements found in Rules IV.E regarding State complaint procedures.

IV.F. MEDIATION (34 CFR § 300.506; RULES IV.F.)

- 1. Utah Virtual Academy follows all requirements found in Rules IV.F regarding Mediation.

IV.G. FILING A DUE PROCESS COMPLAINT (34 CFR § 300.507; UCA 53E-7-208; RULES IV.G.)

- 1. Utah Virtual Academy follows all requirements found in Rules IV.G regarding filing a due process complaint.

IV.H. DUE PROCESS COMPLAINT (34 CFR § 300.508; RULES IV.H.)

- 1. Utah Virtual Academy follows all requirements found in Rules IV.H regarding due process complaints.

IV.I. RESOLUTION PROCESS (34 CFR § 300.510; RULES IV.J.)

1. Utah Virtual Academy follows all requirements found in Rules IV.J regarding the resolution process.

IV.J. IMPARTIAL DUE PROCESS HEARING (34 CFR § 300.511; RULES IV.K.)

1. Utah Virtual Academy follows all requirements found in Rules IV.K regarding impartial due process hearings.

IV.K. HEARING RIGHTS (34 CFR § 300.512; RULES IV.L.)

1. Utah Virtual Academy follows all requirements found in Rules IV.L regarding hearing rights.

IV.L. HEARING DECISIONS (34 CFR § 300.513; RULES IV.M.)

1. Utah Virtual Academy follows all requirements found in Rules IV.M regarding hearing decisions.

IV.M. FINALITY OF DECISION (34 CFR § 300.514; RULES IV.N.)

1. Utah Virtual Academy follows all requirements found in Rules IV.N regarding finality of decisions.

IV.N. STATE ENFORCEMENT MECHANISMS (34 CFR § 300.537; RULES IV.O.)

1. Utah Virtual Academy follows all requirements found in Rules IV.O regarding State enforcement mechanisms.

IV.O. TIMELINES AND CONVENIENCE OF HEARINGS (34 CFR § 300.515; RULES IV.P.)

1. Utah Virtual Academy follows all requirements found in Rules IV.P regarding timelines and convenience of hearings.

IV.P. CIVIL ACTION (34 CFR § 300.516; RULES IV.Q.)

1. Utah Virtual Academy follows all requirements found in Rules IV.Q regarding civil action.

IV.Q. ATTORNEY'S FEES (CFR §300.517; UCA 53E-7-208(4)(B); RULES IV.R.)

1. Utah Virtual Academy follows all requirements found in Rules IV.R regarding attorneys' fees.

IV.R. STUDENT'S STATUS DURING PROCEEDINGS (34 CFR § 300.518; RULES IV.S.)

1. Utah Virtual Academy follows all requirements found in Rules IV.S regarding student's status during proceedings.

IV.S. SURROGATE PARENTS (34 CFR § 300.519; RULES IV.T.)

1. Utah Virtual Academy must ensure that the rights of a student are protected when:
 - a. No parent (as defined under 34 CFR § 300.30 and Rules I.E.34.) can be identified for a student under the age of majority;
 - b. Utah Virtual Academy after reasonable efforts, cannot locate a parent for a student under the age of majority;
 - c. The student is a ward of the State under the laws of Utah; or
 - d. The student is an unaccompanied youth experiencing homelessness under the age of majority.
2. The duties of Utah Virtual Academy include the assignment of an individual to act as a surrogate for the parent(s) for a student under the age of majority. This must include a method for determining whether a student under the age of majority needs a surrogate parent and for assigning a surrogate parent to the student.
3. In the case of a student who is a ward of the State, the surrogate parent alternatively may be appointed by the judge overseeing the student's case, provided that the surrogate meets the requirements.
4. Utah Virtual Academy may select a surrogate parent in any way permitted under State law.
5. Utah Virtual Academy must ensure that a person selected as a surrogate parent:

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- a. Is not an employee of the USBE, Utah Virtual Academy, or any other agency that is involved in the education or care of the student;
 - b. Has no personal or professional interest that conflicts with the interest of the student that the surrogate parent represents; and
 - c. Has knowledge and skills that ensure adequate representation of the student.
6. A person otherwise qualified to be a surrogate parent is not an employee of Utah Virtual Academy solely because the person is paid by Utah Virtual Academy to serve as a surrogate parent.
7. In the case of a student who is an unaccompanied youth experiencing homelessness, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogates until a surrogate can be appointed that meets all of the requirements.
8. The surrogate parent may represent the student in all matters relating to the identification, evaluation, and educational placement of the student, and the provision of a FAPE to the student.
9. The USBE and Utah Virtual Academy must make reasonable efforts to ensure the assignment of a surrogate parent not more than 30 calendar days after Utah Virtual Academy determines that the student needs a surrogate.

IV.T. TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY (34 CFR § 300.520; RULES IV.U.)

1. When a student with a disability reaches the age of majority under State law (i.e., age 18) that applies to all students, except for a student with a disability who has been determined to be incompetent under State law, or the student with a disability marries or becomes emancipated:
 - a. Utah Virtual Academy must provide any notice required by Part B of the IDEA to both the individual and the parent(s); and
 - b. All other rights accorded to parents under Part B of the IDEA transfer to the student.;

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2. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution; and
3. Whenever a state transfers rights, Utah Virtual Academy must notify the individual and the parent(s) of the transfer of rights within a reasonable time frame.

IV.U. CONFIDENTIALITY OF INFORMATION (34 CFR §§ 300.610–300.626; R277-487; RULES IV.V.)

1. Utah Virtual Academy takes appropriate steps to ensure the protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by Utah Virtual Academy pursuant to Part B of the IDEA and R277-487. Utah Virtual Academy follows all requirements found in Rules IV.V.1-19 regarding confidentiality of information including
2. Definitions as used in Rules (34 CFR § 300.611).
 - a. *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
 - b. *Education records* means the type of records covered under the definition of “education records” in 34 CFR § 99, implementing regulations for the Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g (FERPA).
 - c. *Participating agency* means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.
3. Record of access (34 CFR § 300.614).
 - a. Utah Virtual Academy must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA and the Rules (except access by parents or student who is an adult and authorized employees of Utah Virtual Academy), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

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4. Records on more than one student (34 CFR § 300.615).
 - a. If any education record includes information on more than one student, the parent(s) of those students or the student who is an adult have the right to inspect and review only the information relating to their student or themselves or to be informed of that specific information.
5. List of types and locations of information (34 CFR § 300.616).
 - a. On request, Utah Virtual Academy must provide parents or student who is an adult with a list of the types and locations of education records collected, maintained, or used by Utah Virtual Academy.
6. Fees (34 CFR § 300.617).
 - a. Utah Virtual Academy may charge a fee for copies of records that are made for parent(s) or student who is an adult under Part B of the IDEA if the fee does not effectively prevent the parent(s) or student who is an adult from exercising their right to inspect and review those records.
 - b. Utah Virtual Academy may not charge a fee to search for or to retrieve information under Part B of the IDEA.
7. Consent for disclosure of PII (34 CFR § 300.622).
 - a. Except as to disclosures addressed in referral to and action by law enforcement and judicial authorities, for which parental consent is not required by 34 CFR § 99, parental or adult student consent must be obtained before PII is:
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under Part B of the IDEA or the Rules; or
 - (2) Used for any purpose other than meeting a requirement of Part B of the IDEA or the Rules.
 - b. Utah Virtual Academy may not release information from education records to participating agencies without parental or adult student consent unless authorized to do so by 34 CFR §§ 99.31 and 99.34 (FERPA):

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- (1) 34 CFR § 99.31 allows an LEA to disclose PII from the education records of a student without the written consent of the parent(s) of the student or student who is an adult, if the disclosure is:
 - (a) To other school officials, including teachers, within the LEA who have been determined by the LEA to have legitimate educational interests.
 - (b) To officials of another school or school site in which the student seeks or intends to enroll, subject to the requirements set forth in 34 CFR § 99.34 below.
- (2) 34 CFR § 99.34 requires that an LEA transferring the education records of a student pursuant to 34 CFR § 99.34 above shall make a reasonable attempt to notify the parent of the student or student who is an adult of the transfer of records at the last known address of the parent or student who is an adult, except that the LEA does not have to provide any further notice of the transfer of records when:
 - (a) The transfer is initiated by the parent(s) or student who is an adult at the sending LEA.
 - (b) The LEA includes in its annual notice of procedural safeguards, that it is the policy of the LEA to forward education records on request to a school in which a student seeks or intends to enroll.
 - (c) The LEA transferring the records must keep a copy of the records for three years after the transfer.
- c. Utah Virtual Academy, upon receiving PII from another educational agency or institution may make further disclosure of the information on behalf of the LEA without the prior written consent of the parent(s) or student who is an adult if the conditions of 34 CFR §§ 99.31 and 99.34 noted above are met, and if the educational agency informs the party to whom disclosure is made of these requirements.
- d. If the parent(s) or student who is an adult refuses consent for the release of PII to a third party, then that party may proceed with statutory procedures in an effort to obtain the desired information.

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- e. Note: As authorized in 34 CFR § 99.31 (FERPA), Utah Virtual Academy includes in the annual procedural safeguards notice that it is their policy to forward educational records of a student with disabilities without parental or student who is an adult consent or notice to officials of another school or school district in which a student seeks or intends to enroll.
8. Safeguards (34 CFR § 300.623).
- a. Utah Virtual Academy must protect the confidentiality of PII at collection, storage, disclosure, and destruction stages.
 - b. One official at Utah Virtual Academy must assume responsibility for ensuring the confidentiality of any PII.
 - c. All persons collecting or using PII must receive training or instruction regarding the State's policies and procedures in this section and 34 CFR § 99.
 - d. Utah Virtual Academy must maintain, for public inspection, a current listing of the names and positions of those employees within the LEA who may have access to PII on students with disabilities.
9. Destruction of information (34 CFR § 300.624).
- a. Utah Virtual Academy must inform parents or student who is an adult when PII collected, maintained, or used under Part B of the IDEA and the Rules is no longer needed to provide educational services to the student.
 - b. The information no longer needed must be destroyed at the request of the parent(s) or student who is an adult. However, a permanent record of a student's name, address, phone number, the student's grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.
 - c. Each student's records may be considered "no longer needed to provide educational services" and may be destroyed three years after the student graduates or three years after the student turns 22 under IDEA. Medicaid requires that records be maintained for at least five years after the provision of services.

V. DISCIPLINE PROCEDURES (34 CFR § 300.530)

V.A. DISCIPLINE PROCEDURES FOR STUDENTS WITH DISABILITIES (RULES V.A.)

1. Consistent with the requirements of Part B of the IDEA and the Rules, Utah Virtual Academy shall establish, maintain, and implement policies and procedures for disciplining students with disabilities.

V.B. AUTHORITY OF SCHOOL PERSONNEL (34 CFR § 300.530(A–C); RULES V.B.)

1. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of this section, is appropriate for a student with a disability who violates a code of student conduct.
2. School personnel may remove a student with a disability who violates a code of student conduct from the student's current placement to an appropriate interim alternative educational setting (IAES), another setting, or suspension, for not more than ten consecutive school days (to the same extent those alternatives are applied to students without disabilities), and for additional removals of not more than ten consecutive school days in that same school year for separate incidents of misconduct, (as long as those removals do not constitute a change of placement because of disciplinary removal as set forth in 34 CFR § 300.536 and Rules V.D.).
3. After a student with a disability has been removed from the student's current placement for ten school days in the same school year, during any subsequent days of removal Utah Virtual Academy must provide services to the extent required under 34 CFR § 300.530(d) and Rules V.C.
4. For disciplinary changes in placement that would exceed ten consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities, except after the tenth day of removal that constitutes a change in placement, Utah Virtual Academy must provide services to the student as outlined in Rule V.C.

V.C. SERVICES (34 CFR § 300.530(D); RULES V.C.)

1. A student with a disability who is removed from the student's current placement must:
 - a. Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
 - b. Receive, as appropriate, an FBA, and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.
2. The services may be provided in an IAES.
3. Utah Virtual Academy is only required to provide services during periods of removal to a student with a disability who has been removed from the student's current placement for ten school days or less in that school year if it also provides services to a student without disabilities who is similarly removed.
4. After a student with a disability has been removed from the student's current placement for ten school days in the same school year, if the current removal is for not more than ten consecutive school days and is not a change of placement under 34 CFR § 300.536 and Rules V.D., school personnel, in consultation with at least one of the student's teachers, determine the extent to which services are needed, so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.
5. If the removal is a change of placement, the student's IEP Team determines appropriate services to be provided during the removal.

V.D. CHANGE OF PLACEMENT DUE TO DISCIPLINARY REMOVALS (34 CFR § 300.536; RULES V.D.)

1. For purposes of removals of a student with a disability from the student's current educational placement, a change of placement occurs if:

- a. The removal is for more than ten consecutive school days, including shortened school days; or
 - b. The student has been subjected to a series of removals that constitute a pattern, including shortened school days:
 - (1) Because the series of removals total more than ten school days in a school year;
 - (2) Because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
 - (3) Because of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.
2. As used in the Rules, shortened school days occur when a student's school day is reduced solely by school personnel in response to the student's behavior for disciplinary purposes, rather than the student's IEP team or placement team for that student to receive a FAPE.
- a. In general, the use of informal removals to address a student's behavior, if implemented repeatedly throughout the school year, could constitute a disciplinary removal from the current placement. Therefore, the discipline procedures in 34 C.F.R. §§ 300.530 through 300.536 and Rules V. would generally apply unless all three of the following factors are met:
 - (1) The student is afforded the opportunity to continue to appropriately participate in the general curriculum;
 - (2) The student continues to receive the services specified on the student's IEP; and
 - (3) The student continues to participate with nondisabled children to the extent they would have in their current placement. 71 Fed. Reg. 46715 (Aug. 14, 2006).
3. Utah Virtual Academy determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

V.E. MANIFESTATION OF DETERMINATION (34 CFR § 300.530(E-G, I); RULES V.E.)

1. Within ten school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the LEA, the parent or adult student, and relevant members of the student's IEP Team (as determined by the parent or student who is an adult and the LEA) must review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent(s) or adult student to determine:
 - a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
 - b. If the conduct in question was the direct result of Utah Virtual Academy's failure to implement the IEP.
2. The conduct must be determined to be a manifestation of the student's disability if the LEA, the parent or student who is an adult, and relevant members of the student's IEP Team determine that:
 - a. The misconduct was caused by or had a direct and substantial relationship to the student's disability; or
 - b. The misconduct was the direct result of Utah Virtual Academy's failure to implement the IEP.
3. If the LEA, the parent or student who is an adult, and relevant members of the student's IEP Team determine that the misconduct was the direct result of the Utah Virtual Academy's failure to implement the IEP, Utah Virtual Academy must take immediate steps to remedy those deficiencies.
4. If the LEA, the parent(s) or student who is an adult, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the student's disability, the IEP Team must:
 - a. Either:
 - (1) Conduct a functional behavior assessment (FBA), unless Utah Virtual Academy had conducted a FBA before the behavior that resulted in the change of placement occurred, and implement a BIP for the student; or

- (2) If a BIP has already been developed, review the BIP, and modify it, as necessary, to address the behavior;
 - b. And, unless the misconduct falls under the definition of special circumstances in Rules V.E.5., return the student to the placement from which the student was removed, unless the parent or adult student and the LEA agree to a change of placement as part of the modification of the BIP.
5. Special circumstances.
- a. School personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:
 - (1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of the Utah Virtual Academy;
 - (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction Utah Virtual Academy;
 - (3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of Utah Virtual Academy.
 - b. Definitions.
 - (1) For purposes of this section, the following definitions apply:
 - (a) *Controlled substance* means a drug or other substance that cannot be distributed without a prescription, identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 USC § 812(c)).
 - (b) *Illegal drug* means a controlled substance but does not include a drug controlled, possessed, or used under the supervision of a licensed health-care professional or one legally possessed or used under the Controlled Substances Act or under any other provision of Federal law (21 USC § 812).

- (c) *Serious bodily injury* means bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty (18 USC § 1365). Serious bodily injury does not include a cut, abrasion, bruise, burn, disfigurement, physical pain, illness, or impairment of the function of a bodily member, organ or mental faculty that is temporary (18 USC § 1365).
- (d) *Weapon* means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches (18 USC § 930).

V.F. PROCEDURAL SAFEGUARDS NOTICE (34 CFR § 300.530(H); RULES V.F.)

1. On the date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, Utah Virtual Academy must notify the parent(s) or student who is an adult of that decision and provide the parent(s) or student who is an adult the procedural safeguards notice.

V.G. DETERMINATION OF SETTING (34 CFR § 300.531; RULES V.G.)

1. The student's IEP Team determines the IAES for services if the behavior that gives rise to the removal is not a manifestation of the student's disability, the removal constitutes a change of placement, or the behavior falls under the special circumstances in Rules V.E.5.

V.H. APPEALS BY PARENT OR LEA (34 CFR § 300.532; RULES V.H.)

1. The parent(s) of a student with a disability or student who is an adult who disagrees with any decision regarding placement or the manifestation determination, or if Utah Virtual Academy believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, may appeal the decision by filing a due process hearing complaint and requesting a hearing.
2. Authority of hearing officer.

- a. A due process hearing officer hears and makes a determination regarding an appeal under Rules V.H.1.
 - b. In making the determination, the hearing officer may:
 - (1) Return the student with a disability to the placement from which the student was removed if the hearing officer determines that the removal was a violation of the discipline procedures under Part B of the IDEA or the Rules or that the student's behavior was a manifestation of the student's disability; or
 - (2) Order a change of placement of the student with a disability to an appropriate IAES for not more than 45 school days if the hearing officer determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
 - c. The appeal procedures may be repeated if Utah Virtual Academy believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.
3. Expedited due process hearing.
- a. Whenever a hearing is requested, the parent(s) or student who is an adult or Utah Virtual Academy in the dispute must have an opportunity for an impartial due process hearing.
 - b. Utah Virtual Academy is responsible for arranging the expedited due process hearing with the State Director of Special Education, which must occur within 20 school days of the date the complaint requesting the hearing is filed. The hearing officer must make a determination within ten school days after the hearing.
 - c. Unless the parent(s) or student who is an adult and Utah Virtual Academy agree in writing to waive the resolution meeting, or agree to use mediation:
 - (1) A resolution meeting must occur within seven calendar days of receiving notice of the due process complaint; and

- (2) The due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 calendar days of the receipt of the due process complaint.
- d. Parties may not mutually agree to extend the resolution period to resolve an expedited due process complaint. Therefore, when the parties have participated in a resolution meeting or engaged in mediation and the dispute has not been resolved to the satisfaction of both parties within 15 days of the receipt of the due process complaint, the expedited due process hearing may proceed.
- e. A hearing officer may not extend the timeline for making a determination in an expedited due process hearing.
- f. The decisions on expedited due process hearings are final, unless meeting the requirements of 34 CFR § 300.514(b) or 34 CFR § 300.516.6.

V.I. PLACEMENT DURING APPEALS (34 CFR § 300.533; RULES V.I)

1. When an appeal through a due process complaint has been made by either the parent or student who is an adult or Utah Virtual Academy, the student must remain in the IAES pending the decision of the hearing officer or until the expiration of the time period specified, whichever occurs first, unless the parent(s) or adult student and Utah Virtual Academy (or USBE if appropriate) agree otherwise.

V.J. PROTECTIONS FOR STUDENTS NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES (34 CFR § 300.534; RULES V.J.)

1. A student who has not been determined to be eligible for special education and related services under Part B of the IDEA, and who has engaged in behavior that violated a code of student conduct, may assert any of the protections provided for in this part if Utah Virtual Academy had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.
2. Utah Virtual Academy must be deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:

- a. The parent(s) of the student or student who is an adult expressed concern in writing to supervisory or administrative personnel of Utah Virtual Academy, or a teacher of the student, that the student is in need of special education and related services;
 - b. The parent(s) of the student or student who is an adult requested an evaluation of the student pursuant to 34 CFR §§ 300.300 through 300.311; or
 - c. The teacher of the student, or other personnel of Utah Virtual Academy, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education of Utah Virtual Academy or to other supervisory personnel of Utah Virtual Academy.
3. Utah Virtual Academy would not be deemed to have knowledge that a student is a student with a disability if:
 - a. The parent(s) of the student or the student who is an adult:
 - (1) Has not allowed an evaluation of the student pursuant to 34 CFR §§ 300.300 through 300.311; or
 - (2) Has refused services under this part; or
 - b. The student has been evaluated in accordance with 34 CFR §§ 300.300 through 300.311 and determined to not be a student with a disability under Part B of the IDEA.
4. If Utah Virtual Academy does not have knowledge that a student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the disciplinary measures applied to students without disabilities who engage in comparable behaviors.
 - a. If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
 - (1) Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

- (2) If the student is determined to be a student with a disability, taking into consideration information from the evaluation conducted by Utah Virtual Academy and information provided by the parent(s) or adult student, Utah Virtual Academy must provide special education and related services.

V.K. REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES (34 CFR § 300.535; RULES V.K.)

1. Nothing in Part B of the IDEA prohibits Utah Virtual Academy from reporting a crime committed by a student with a disability to appropriate authorities or prevents State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a student with a disability.
2. Transmittal of records.
 - a. If Utah Virtual Academy reports a crime committed by a student with a disability, it must ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom Utah Virtual Academy reports the crime.
 - b. If Utah Virtual Academy reports a crime under this section, it may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

VI. STUDENTS WITH DISABILITIES IN OTHER SETTINGS

VI.A. PRIVATE SCHOOL PLACEMENTS BY LEAs (34 CFR § 300.325; RULES VI.A.)

1. UTAH VIRTUAL Academy follows all requirements found in Rules VI.A regarding private school placements.

VI.B. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENT(S) IN PRIVATE SCHOOLS WHEN FAPE IS NOT AT ISSUE (UNILATERAL PLACEMENT) (34 CFR § 300.130; RULES VI.B.)

1. Utah Virtual Academy follows all requirements found in Rules VI.B regarding students with disabilities enrolled by their parent(s) in private schools when FAPE is not at issue (unilateral placement).).

VI.C. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENT(S) IN PRIVATE SCHOOLS WHEN FAPE IS AT ISSUE (34 CFR § 300.148; RULES VI.C.)

1. Utah Virtual Academy follows all requirements found in Rules VI.C regarding students with disabilities enrolled by their parent(s) in private schools when FAPE is at issue.

VI.D. STUDENTS WITH DISABILITIES ENROLLED IN HOME SCHOOL (RULES IV.D.)

1. Dual enrollment (R277-438 and UCA 53G-6-702).
 - a. A student with a disability who is simultaneously enrolled in both home school or private school and a public school is considered a student in dual enrollment.
 - b. A student with a disability seeking dual enrollment is entitled to special education and related services, under an IEP, for the time, or for the number of courses, the student is enrolled in the public school, based on the decision of the student's IEP Team. The IEP Team must consider the amount of time and courses needed for the provision of FAPE.
2. Home schools do not meet the definition of private schools (R277-438).8).

VI.E. STUDENTS WITH DISABILITIES ENROLLED IN ADULT EDUCATION (R277-733; UCA 53E-10-205; RULES VI.E.)

1. Students with disabilities enrolled in Adult Education remain entitled to special education and related services until determined no longer meeting eligibility criteria, graduate with a regular high school diploma, or reach maximum age (i.e., age 22).
2. The responsibility for FAPE for students with disabilities enrolled in Adult Education classes remains with the school district of residence.

VI.F. STUDENTS WITH DISABILITIES ENROLLED IN VIRTUAL SETTINGS (RULES VI.F.)

1. Students with disabilities enrolled in public education virtual settings remain entitled to special education and related services until determined no longer meeting eligibility criteria, graduate with a regular high school diploma, or reach maximum age.
2. The responsibility for FAPE for students with disabilities enrolled in public education virtual settings remains with the LEA of enrollment, unless Board Rule specifies otherwise.

VI.G. STUDENTS WITH DISABILITIES CONVICTED AS ADULTS AND INCARCERATED IN ADULT PRISONS (34 CFR § 300.324; RULES VI.J.)

1. Utah Virtual Academy follows all requirements found in Rules VI.J regarding students with disabilities convicted as adults and incarcerated in adult prisons.

VI.H. STUDENTS WITH DISABILITIES WHO ARE ALSO IN STATE CUSTODY/CARE (R277-709; UCA 62A-4A-701; RULES VI.K.)

1. Utah Virtual Academy follows all requirements found in Rules VI.K regarding students with disabilities who are also in state custody/care.

VI.I. STUDENTS WITH DISABILITIES WHO RESIDE IN NURSING HOMES (RULES VI.L.)

1. Utah Virtual Academy follows all requirements found in Rules VI.L regarding students with disabilities who reside in nursing homes. Students with disabilities residing in nursing homes and their parent(s) or students who is an adult have the same rights under IDEA as all other students who are IDEA-eligible students with disabilities.

VII. POSTSECONDARY TRANSITIONS

VII.A. POSTSECONDARY TRANSITION SERVICES—SCHOOL TO POST-SCHOOL (RULES VII.B.)

1. Purpose (34 CFR § 300.1; Rules VII.B.1).
 - a. To ensure that all students with disabilities have available to them a FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.
2. Definition (34 CFR § 300.43; Rules VII.B.2).
 - a. *Postsecondary Transition services* means a coordinated set of activities for a student with a disability that:
 - (1) Is designed to be within a results-oriented process that is focused on improving the academic and functional achievement of the student with a disability, to facilitate the student's movement from school to post-school activities, including postsecondary education, vocational education, competitive integrated employment (including supported employment), continuing and adult education, adult services, independent living, or full community participation;
 - (2) Is based on the individual student's needs, taking into account the student's strengths, preferences, and interests, and includes:
 - (a) Instruction;
 - (b) Related services;
 - (c) Community experiences;
 - (d) The development of employment and other post-school adult living objectives; and
 - (e) If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.
 - b. Postsecondary Transition services for students with disabilities may be special education, if provided as specially designed instruction, or a related

service, if required to assist a student with a disability to benefit from special education.

3. Parent or student who is an adult participation (34 CFR § 300.322; Rules VII.B.3).
 - a. For a student with a disability age 14 and older, or younger if determined appropriate by the IEP Team, the notice of meeting must indicate:
 - (1) That a purpose of the meeting will be the consideration of the postsecondary goals and postsecondary transition services for the student;
 - (2) That the LEA will invite the student; and
 - (3) Identify any other agency that will be invited, with the consent of the parent(s) or student who is an adult, to send a representative.
4. IEP Team (34 CFR § 300.321; Rules VII.B.4).
 - a. For an IEP Team meeting that includes as a purpose the development of a postsecondary transition plan:
 - (1) Utah Virtual Academy must invite the student with a disability to attend the student's IEP meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the student and the postsecondary transition services needed to assist the student in reaching those goals.
 - (2) If the student does not attend the IEP meeting, Utah Virtual Academy must take other steps to ensure that the student's preferences and interests are considered.
 - (3) To the extent appropriate, with the consent of the parent(s) or adult student, Utah Virtual Academy must invite a representative of any participating agency that is likely to be responsible for providing or may be paying for postsecondary transition services.
5. Definition of IEP (34 CFR § 300.320(b); Rules VII.B.5).
 - a. For a student with a disability, ages 14 and older, an annual IEP goal related to the student's postsecondary transition service needs.

- b. Postsecondary transition services. For a student with a disability, ages 14 and older, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:
 - (1) Realistic and reasonable measurable postsecondary goals based upon annual age-appropriate postsecondary transition assessments related to training or education, employment, and, where appropriate, independent living skills;
 - (2) Postsecondary transition services (e.g., activities, experiences, specially designed instruction), that will reasonably enable the student to reach the postsecondary goals identified on the IEP;
 - (3) Multi-year courses of study that will reasonably enable the student to reach the postsecondary goals identified on the IEP;
 - (4) Evidence that the student was invited to the IEP Team meeting where transition services are to be discussed. If the student does not attend the IEP meeting, the IEP Team must take other steps to ensure the student's preferences and interests are considered;
 - (5) If appropriate, evidence that a representative of any participating agency that might be providing or paying for any postsecondary transition services was invited to the IEP Team meeting with written consent of the parent or adult student prior to the meeting; and
 - (6) Any modifications to graduation requirements, as permitted under R277-700.
 - c. Students with disabilities must have access to all school services related to college and career readiness planning and must be actively invited and included in school activities which address course planning (including online courses), graduation, and postsecondary education and employment (i.e., college week, scholarship opportunities, ACT, and concurrent enrollment) (R277-462).
6. Transfer of rights at age of majority (34 CFR §§ 300.320(c), 300.520; Rules VII.B.6).
- a. Not later than the student's 17th birthday, the IEP must include a dated statement, signed by the student, parent, and an LEA Representative, that

the student and the student's parent(s) have been informed of parent's rights under Part B of the IDEA (i.e. Procedural Safeguards) that will transfer to the student on reaching the age of majority (i.e., age 18), except for a student with a disability who has been determined to be incompetent by a court.

- b. All rights accorded to parents under Part B of the IDEA transfer to the student on the student's 18th birthday unless the IEP Team determines that:
 - (1) The parent has obtained legal guardianship, power of attorney, or conservatorship; or
 - (2) The student has married or become emancipated (in which case the rights transfer at that time).
 - c. All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution.
 - d. When a student with a disability reaches the age of majority under State law (i.e., age 18) that applies to all students, except for a student with a disability who has been determined to be incompetent under State law, or the student with a disability marries or becomes emancipated:
 - (1) Utah Virtual Academy must provide any notice required by Part B of the IDEA to both the individual and the parent(s); and
 - (2) All other rights accorded to parents under Part B of the IDEA transfer to the student;
 - (3) All rights accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile State or local correctional institution; and
 - e. Whenever a state transfers rights, Utah Virtual Academy must notify the individual and the parent(s) of the transfer of rights within a reasonable time frame.
7. Termination of eligibility as a change of placement (34 CFR § 300.305; Rules VII.B.7).

- a. An evaluation is not required before the termination of a student's eligibility under this part due to graduation from secondary school with a regular high school diploma, or due to exceeding the age of eligibility for FAPE under Utah law.
 - b. For a student whose eligibility terminates due to graduation from secondary school with a regular diploma, or due to exceeding the age of eligibility for FAPE under Utah law, Utah Virtual Academy must provide the student with a summary of the student's academic achievement and functional performance which shall include a statement of the student's postsecondary goals, recommendations on how to assist the student in meeting the student's postsecondary goals, and a statement of when and how accommodations were used for instruction and assessment.
 - (1) Utah Virtual Academy develops the summary of student's academic achievement and functional performance with the IEP Team and additional individuals as appropriate (e.g., school counselors, CTE teachers, Pre- Employment Transition Service representatives).
 - c. Receipt of a general educational development (GED) credential does not end eligibility for FAPE.
8. Failure to meet postsecondary transition objectives (34 CFR § 300.324; Rules VII.B.8)
- a. If a participating agency, other than Utah Virtual Academy, fails to provide the postsecondary transition services described in the IEP, Utah Virtual Academy must reconvene the IEP Team to identify alternative strategies to meet the postsecondary transition objectives for the student set out in the IEP.
 - b. Nothing relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for any postsecondary transition service that the agency would otherwise provide to students with disabilities who meet the eligibility criteria of that LEA (34 CFR § 300.324).
 - c. If any public agency other than an educational agency is otherwise obligated under Federal or State law, or assigned responsibility under State policy or an interagency agreement, to provide or pay for any

services that are also considered special education or related services such as, but not limited to, services relating to assistive technology devices, assistive technology services, related services, supplementary aids and services, and postsecondary transition services, that are necessary for ensuring a FAPE to students with disabilities within the State, the public agency must fulfill that obligation or responsibility, either directly or through contract or other arrangement or as provided in an interagency agreement.

9. Students with disabilities in adult prisons (34 CFR § 300.324; Rules VII.B.9).
 - a. The requirements relating to postsecondary transition planning and postsecondary transition services do not apply with respect to those students whose eligibility under Part B of the IDEA will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.
 - b. The obligation to make FAPE available to all students with disabilities does not apply with respect to students ages 18 through 21 to the extent that State law does not require that special education and related services under Part B of the IDEA be provided to students with disabilities who, in the last educational placement prior to their incarceration in an adult correctional facility (34 CFR § 300.102):
 - (1) Were not actually identified as being a student with a disability; and
 - (2) Did not have an IEP under Part B of the IDEA.
 - c. The exception does not apply to students with disabilities ages 18 through 21 who:
 - (1) Had been identified as a student with a disability and had received services in accordance with an IEP, but who left school prior to their incarceration; or
 - (2) Did not have an IEP in their last educational setting, but who had actually been identified as a student with a disability.

VII.B. GRADUATION (UCA 53E-7-202; R277-705; RULES VII.C.)

1. The obligation of Utah Virtual Academy to make FAPE available to all students with disabilities does not apply to students with disabilities who have graduated from high school with a regular high school diploma (34 CFR §300.102(a)(3)(i)).
 - a. The exception in the Rules VII.C.1 does not apply to students that have graduated from high school but have not been awarded a regular high school diploma (34 CFR § 300.102(a)(3)(ii)).
 - b. Utah Virtual Academy may not withhold a regular high school diploma from a student who has met State or LEA graduation requirements.
 - c. Graduation from high school with a regular high school diploma constitutes a change in placement, requiring prior written notice that must contain all the requirements in the Rules IV.D, including being given a reasonable time before the LEA proposed to terminate the student's eligibility under the IDEA by issuing the student a diploma (34 CFR § 300.503).
 - d. The term "regular high school diploma" does not include an alternative degree that is not fully aligned with the State's academic standards, such as a certificate or a GED (34 CFR § 300.102(a)(3)(iv)).
2. A student with a disability served by a special education program shall satisfy high school completion or graduation criteria, consistent with State and federal law and the student's IEP. Utah Virtual Academy may modify graduation requirements consistent with the student's IEP (R277-700-6(25)). Utah Virtual Academy may award a student a certificate of completion consistent with state and federal law and the student's IEP.
3. The IEP Team must refer to the USBE Special Education Graduation Guidelines for additional information regarding modifying graduation requirements and IEP substitutions.

VII.C. TERMINATION OF SERVICES UPON REACHING AGE 22 (UCA 53E-7-201; R277-419-2(23)(B); RULES VII.D.)

1. If a student with a disability turns 22 any time after July 1, Utah Virtual Academy must continue to provide FAPE until the end of that school year.

VIII. RESPONSIBILITIES OF THE UTAH STATE BOARD OF EDUCATION

VIII.A. GENERAL SUPERVISORY AUTHORITY (RULES VIII.A.)

1. In addition to the requirements listed below, Utah Virtual Academy provides data as required for State and Federal reports and other State functions as listed in Rules VIII.
2. LEA special education program funding (Rules VIII.A.3)
 - a. Utah Virtual Academy shall provide, either singly or in cooperation with other school districts or public institutions, a FAPE for all students with disabilities who are residents of the district or enrolled in a public charter school. The program shall include necessary special facilities, instruction, and education-related services. The costs of Utah Virtual Academy's program, or share of a joint program, shall be paid from LEA funds.
 - b. Utah Virtual Academy shall receive funds under UCA 53F-2-1, State Funding--Minimum School Program (MSP), and other applicable laws to provide special education services in accordance with the Rules.
 - c. Utah Virtual Academy may, singly or in cooperation with other public entities, provide education and training for persons with disabilities who are younger than 3 or older than 22. The cost of such a program may be paid from fees, contributions, and other funds received by LEA for support of the program but may not be paid from public education funds.
 - d. The requirements of Part B of the IDEA and the Rules are binding on each LEA and other public agency that has direct or delegated authority to provide special education and related services in the State of Utah.

VIII.B. STATE ELIGIBILITY (RULES VIII.B.)

1. Program options (34 CFR § 300.110; Rules VIII.B.3).
 - a. Utah Virtual Academy takes steps to ensure that its students with disabilities have available to them the variety of educational programs and services available to students who are nondisabled in the area served by

the agency, including art, music, industrial arts, consumer and homemaking education, and vocational education.

VIII.C. USBE PROGRAM MONITORING (RULES VIII.D.2-3.)

1. Utah Virtual Academy is involved in the UPIPS monitoring system, as required under Part B of the IDEA, R277-709, and R277-114-3.
 - a. Utah Virtual Academy shall complete the required activities according to the timeline provided by the USBE staff.
2. Results of the monitoring process are publicly available, upon request.t.

VIII.D. PERSONNEL QUALIFICATIONS (34 CFR § 300.156; RULES VIII.K.3-5.)

1. Qualifications for special education teachers (34 CFR § 300.156; R277-301).
 - a. The USBE and IDEA established qualifications for each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school.
 - b. The qualifications established by USBE and IDEA ensure that each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school—
 - (1) Has obtained full State certification as a special education teacher (including certification obtained through an alternate route to certification as a special educator, if such alternate route meets minimum requirements described in 34 CFR 200.56(a)(2)(ii)), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher;
 - (2) Has not had special education certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
 - (3) Holds at least a bachelor's degree.
 - c. A teacher will be considered to meet the standard of this section if that teacher is participating in an alternate route to special education certification program under which:
 - (1) The teacher:

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- (a) Receives high-quality professional development that is sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction, before and while teaching;
 - (b) Participates in a program of intensive supervision that consists of structured guidance and regular ongoing support for teachers or a teacher mentoring program;
 - (c) Assumes functions as a teacher only for a specified period of time not to exceed three years; and
 - (d) Demonstrates satisfactory progress toward full certification as prescribed by the State; and
- (2) The State ensures, through its certification and licensure process, that the provisions of this section are met.
- d. An adapted physical education endorsement, attached to a general or special education license, is requirement for educators to teach adapted physical education.
- 2. Related services personnel and paraeducators (R277-301, R277-306, and R277-324).
 - a. The qualifications include qualifications for related services personnel and paraeducators that:
 - (1) Are consistent with any State-approved or State-recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing special education or related services; and
 - (2) Ensure that related services personnel who deliver services in their discipline or profession:
 - (a) Meet the requirements; and
 - (b) Have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis; and
 - (3) Allow paraeducators and assistants who are appropriately trained and supervised, in accordance with State law, regulation, or written

policy, in meeting the requirements of this part, to be used to assist in the provision of special education and related services under Part B of the IDEA to students with disabilities.

- (4) Interpreters for the Deaf.
 - (a) Under UCA 35A-13-604, an individual is required to be certified as an interpreter if that individual provides interpreter services for students who are deaf and hard of hearing.
3. Notwithstanding any other individual right of action that a parent, student who is an adult, or student may maintain under this part, nothing in this part shall be construed to create a right of action on behalf of an individual student or a class of students for the failure of the USBE or Utah Virtual Academy, or other public agency employee to be highly qualified, or to prevent a parent or adult student from filing a State complaint or due process complaint about staff qualifications with the State Director of Special Education.

VIII.E. REPORTING ON SUSPENSION AND EXPULSION RATES (34 CFR § 300.170; RULES VIII.M.)

1. Through daily uploads, Utah Virtual Academy shall report to the USBE staff, through the UTREx reporting system, on the rates of long-term suspensions and expulsions of students with disabilities and students who are nondisabled, including data disaggregated by race and ethnicity. The USBE staff shall examine these data to determine if significant discrepancies are occurring:
 - a. Between students who are nondisabled and students with disabilities within Utah Virtual Academy.
2. If discrepancies are occurring, the USBE staff shall review and, if appropriate, require revisions in both USBE and LEA policies, procedures, and practices to ensure compliance with Part B of the IDEA.
3. Policies, procedures, and practices to be reviewed and, if appropriate, revised, include:
 - a. The development and implementation of IEPs;
 - b. The use of positive behavior interventions and supports; and
 - c. Procedural safeguards.

VIII.F. PROHIBITION ON MANDATORY MEDICATION (34 CFR § 300.174; RULES VIII.X.)

1. The USBE prohibits State and Utah Virtual Academy personnel from requiring parents or student who is an adult to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act for a student as a condition of attending school, receiving an evaluation, or receiving services under Part B of the IDEA (21 USC § 812(c)).
2. Nothing in Rules VIII.X.1. shall be construed to create a Federal prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parent(s) or student who is an adult regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services related to child find.

IX. LEA ELIGIBILITY AND RESPONSIBILITIES

IX.A. LEA ELIGIBILITY FOR IDEA PART B FUNDS (34 CFR §§ 300.211–212, 220; RULES IX.A.)

1. Federal special education funding is made available through a grant to the state from the OSEP. These funds are restricted and may only be used to provide services and program for students who qualify under Part B of the IDEA. Funds are available for students who are 3–5 (section 619 Preschool) and for students age 3– 21 (section 611 School-Age). Some funds are retained at the state level for administration and for state level activities. The remaining funds are distributed to Utah Local Education Agencies (LEAs) by formula.
2. Annually, the USBE staff shall notify Utah Virtual Academy of the availability of Federal funds under Part B of the IDEA. In order to receive IDEA Part B flow-through funds, Utah Virtual Academy must have in effect a USBE-approved special education program (Rules X.B.2.), including policies and procedures that are consistent with the Rules.
3. Utah Virtual Academy must have a USBE-approved special education program (UCA 53F-2- 307). Utah Virtual Academy's program is approved by the state board when Utah Virtual Academy's special education policies and procedures are approved by the USBE special education staff and then by Utah Virtual Academy's local board in a public meeting. The LEA must submit documentation of the local board's approval to the USBE special education staff.
4. The USBE approval of Utah Virtual Academy's policies and procedures includes the approval of any supporting documentation necessary to ensure their implementation. All required minimum components of Rules IX.A.4.a-e are addressed in this policies and procedures manual.
5. As part of establishing eligibility for Part B funds, Utah Virtual Academy must have revised policies and procedures in alignment with the IDEA 2004 final regulations and current rules within one year of the final Board approval of the Rules.
6. Policies and procedures submitted by Utah Virtual Academy in accordance with this section, and approved by the USBE staff, remain in effect until any of the following occur (34 CFR § 300.220):

- a. Utah Virtual Academy submits modifications to the USBE staff that the USBE or LEA determines are necessary;
 - (1) The provisions of the Rules apply to any modifications in an LEA's policies and procedures in the same manner and to the same extent as the LEA's original policies and procedures.
 - b. The USBE staff gives Utah Virtual Academy notice of a new interpretation of the IDEA by Federal or State courts, or a change in Federal statute; or
 - c. There is an official finding of noncompliance with Federal or State law or regulations that requires a change in Utah Virtual Academy's policy and procedures.
7. Utah Virtual Academy must have on file with the USBE staff information to demonstrate that it will make available to parents of students with disabilities or student who is an adult and to the general public all documents relating to the eligibility of the LEA under Part B of the IDEA (34 CFR § 300.212).
 8. Utah Virtual Academy creates annual improvement goals based on the State Performance Plan (SPP) and Annual Performance Report (APR) Indicators to improve outcomes for students with disabilities (Rules IX.A.4.d(2)(s)).
 9. Utah Virtual Academy collects and provides additional information which the USBE may require in order to meet Federal reporting requirements, including suspension and expulsion rates, LRE environments, disproportionality data, personnel information, and others (Rules IX.A.4.e.).

IX.B. USE OF PART B FEDERAL FUNDS BY THE LEA (34 CFR §§ 300.200–206, 208; RULES IX.B.)

1. Utah Virtual Academy submits a plan that provides assurances to the USBE that Utah Virtual Academy meets each of the conditions in this section (34 CFR § 300.200).
2. Utah Virtual Academy, in providing for the education of students with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established in Rules (34 CFR § 300.201).
3. Use of amounts (34 CFR § 300.202).

- a. Utah Virtual Academy must have on file with the USBE staff information to demonstrate that amounts provided to the LEA under Part B of the IDEA:
 - (1) Must be expended in accordance with the applicable provision of the Rules;
 - (2) Must be used only to pay the excess costs of providing special education and related services to students with disabilities consistent with the Rules; and
 - (3) Must be used to supplement State, local, and other Federal funds and not to supplant those funds.
4. The excess cost requirement prevents Utah Virtual Academy from using funds provided under Part B of the IDEA to pay for all the costs directly attributable to the education of a student with a disability.
5. Utah Virtual Academy meets the excess cost requirement if it has spent at least a minimum average amount for the education of its students with disabilities before funds under Part B of the IDEA are used.
6. Maintenance of effort (MOE) (34 CFR § 300.203).
 - a. Eligibility standard.
 - (1) For purposes of establishing Utah Virtual Academy's eligibility for an award for a fiscal year, the USBE must determine that Utah Virtual Academy budgets for the education of students with disabilities for at least the same amount, from at least one of the following sources, as the LEA spent for that purpose from the same source for the most recent fiscal year for which information is available:
 - (a) Local funds only;
 - (b) The combination of State and local funds;
 - (c) Local funds only on a per capita basis; or
 - (d) The combination of State and local funds on a per capita basis.
 - (2) When determining the amount of funds that Utah Virtual Academy must budget to meet the requirement in the Rules IX.B.6.a.(1), Utah Virtual Academy may take into consideration, to the extent the

information is available, the exceptions and adjustment provided in 34 CFR §§ 300.204 and 300.205 that Utah Virtual Academy:

- (a) Took in the intervening year or years between the most recent fiscal year for which information is available and the fiscal year for which Utah Virtual Academy is budgeting; and
 - (b) Reasonably expects to take in the fiscal year for which Utah Virtual Academy is budgeting.
- (3) Expenditures made from funds provided by the Federal government for which the USBE is required to account to the Federal government or for which Utah Virtual Academy is required to account to the Federal government directly or through the USBE may not be considered in determining whether Utah Virtual Academy meets the standard in Rules IX.B.6.a.(1).

b. Compliance standard.

- (1) Except as provided in 34 CFR §§ 300.204 and 300.205, funds provided to Utah Virtual Academy under Part B of the IDEA must not be used to reduce the level of expenditures for the education of students with disabilities made by Utah Virtual Academy from local funds below the level of those expenditures for the preceding fiscal year.
- (2) Utah Virtual Academy meets this standard if it does not reduce the level of expenditures for the education of students with disabilities made by Utah Virtual Academy from at least one of the following sources below the level of those expenditures from the same source for the preceding fiscal year, except as provided in 34 CFR §§ 300.204 and 300.205:
 - (a) Local funds only;
 - (b) The combination of State and local funds;
 - (c) Local funds only on a per capita basis; or
 - (d) The combination of State and local funds on a per capita basis.
- (3) Expenditures made from funds provided by the Federal government for which the USBE is required to account to the Federal government

or for which Utah Virtual Academy is required to account to the Federal government directly or through the USBE may not be considered in determining whether an LEA meets the standard of Rules IX.B.6.b.(1) and IX.B.6.b.(2).

c. Subsequent years.

- (1) If, in the fiscal year beginning on July 1, 2013 or July 1, 2014, Utah Virtual Academy fails to meet the requirements of 34 CFR § 300.203 in effect at that time, the level of expenditures required of Utah Virtual Academy for the fiscal year subsequent to the year of the failure is the amount that would have been required in the absence of that failure, not Utah Virtual Academy's reduced level of expenditures.
- (2) If, in any fiscal year beginning on or after July 1, 2015, Utah Virtual Academy fails to meet the requirement of Rules IX.B.6.b.(2)(a) or IX.B.6.b.(2)(c) and Utah Virtual Academy is relying on local funds only, or local funds only on a per capita basis, to meet the requirements of Rules IX.B.6.a or IX.B.6.b, the level of expenditures required of Utah Virtual Academy for the fiscal year subsequent to the year of the failure is the amount that would have been required under Rules IX.B.6.b.(2)(a) or IX.B.6.b.(2)(c) in the absence of that failure, not Utah Virtual Academy's reduced level of expenditures.
- (3) If, in any fiscal year beginning on or after July 1, 2015, Utah Virtual Academy fails to meet the requirement of Rules IX.B.6.b.(2)(b) or IX.B.6.b.(2)(d) and Utah Virtual Academy is relying on the combination of State and local funds, or the combination of State and local funds on a per capita basis, to meet the requirements of Rules IX.B.6.a or IX.B.6.b, the level of expenditures required of Utah Virtual Academy for the fiscal year subsequent to the year of the failure is the amount that would have been required under Rules IX.B.6.b.(2)(b) or IX.B.6.b.(2)(d) in the absence of that failure, not Utah Virtual Academy's reduced level of expenditures.

d. Consequence of failure to maintain effort.

- (1) If Utah Virtual Academy fails to maintain its level of expenditures for the education of students with disabilities in accordance with Rules IX.B.6.b, the USBE is liable in a recovery action under section 452 of

the GEPA (20 USC § 1234a) to return to the Department, using non-Federal funds, an amount equal to the amount by which Utah Virtual Academy failed to maintain its level of expenditures in accordance with Rules IX.B.6.b. in that fiscal year, or the amount of Utah Virtual Academy's Part B subgrant in that fiscal year, whichever is lower.

- (2) If the USBE is required to return funds to the Department because of Utah Virtual Academy's failure to meet the Maintenance of Effort requirement, the USBE shall reduce the amount provided to the Utah Virtual Academy's MSP Basic Program on a 1/12 basis.

7. Exception to maintenance of effort (34 CFR § 300.204).

- a. Utah Virtual Academy may reduce the level of expenditures by Utah Virtual Academy under Part B of the IDEA below the level of those expenditures for the preceding fiscal year if the reduction is attributable to any of the following:

- (1) The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- (2) A decrease in the enrollment of students with disabilities.
- (3) The termination of the obligation of Utah Virtual Academy, consistent with this part, to provide a program of special education to a particular student with a disability that is an exceptionally costly program, as determined by the USBE staff, because the student:
 - (a) Has left the jurisdiction of Utah Virtual Academy;
 - (b) Has reached the age at which the obligation of Utah Virtual Academy to provide a FAPE to the student has terminated; or
 - (c) No longer needs the program of special education.
- (4) The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- (5) The assumption of cost by the high-cost fund (i.e., Intensive Services fund) operated by the USBE staff.

8. Adjustment to local fiscal efforts in certain fiscal years (34 CFR § 300.205).

- a. For any fiscal year for which the allocation received by Utah Virtual Academy under Part B of the IDEA exceeds the amount Utah Virtual Academy received for the previous fiscal year, Utah Virtual Academy may reduce the level of expenditures otherwise required by maintenance of efforts requirements by not more than 50 percent of the amount of that excess.
 - b. Use of amounts to carry out activities under ESEA/ESSA.
 - (1) If Utah Virtual Academy exercises the authority to reduce the level of expenditures due to an increase in Part B funds, Utah Virtual Academy must use an amount of local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the ESEA/ESSA, regardless of whether Utah Virtual Academy is using funds under the ESEA/ESSA for those activities.
 - c. The USBE staff must prohibit Utah Virtual Academy from reducing the level of expenditures for a fiscal year, if the USBE staff determines that:
 - (1) Utah Virtual Academy is unable to establish and maintain programs of FAPE that meet the requirements of Part B of the IDEA, or
 - (2) The USBE staff has taken action against Utah Virtual Academy under Section 616 of the IDEA and subpart F of the regulations (Monitoring, Technical Assistance, and Enforcement).
 - d. The amount of funds expended by Utah Virtual Academy for mandatory or voluntary Coordinated Early Intervening Services shall count toward the maximum amount of expenditures that Utah Virtual Academy may reduce under the requirements of this section.
9. If the USBE staff determines that Utah Virtual Academy is not meeting the requirements of Rules, the USBE staff may prohibit Utah Virtual Academy from treating funds received under Part B of the IDEA as local funds under this section for any fiscal year, but only if it is authorized to do so by the State constitution or State statute.
10. School-wide programs under Title I of the ESEA/ESSA (34 CFR § 300.206).
- a. Utah Virtual Academy may use funds received under Part B of the IDEA for any fiscal year to carry out a school-wide program under section 1114 of

the ESEA/ESSA, except that the amount used in any school-wide program may not exceed the amount received by Utah Virtual Academy under Part B of the IDEA for that fiscal year:

- (1) Divided by the number of students with disabilities in the jurisdiction of the LEA; and
 - (2) Multiplied by the number of students with disabilities participating in the school-wide program.
- b. The funds described in this section must be considered as Federal Part B funds for purposes of the calculations required for excess costs and supplanting.
 - c. The funds may be used without regard to the requirements of 34 CFR § 300.202(a)(1) of the IDEA.
 - d. All other requirements of Part B of the IDEA must be met by Utah Virtual Academy using Part B funds for school-wide programs under section 1114 of the ESEA/ESSA, including ensuring that students with disabilities in school-wide program schools:
 - (1) Receive services in accordance with a properly developed IEP; and
 - (2) Are afforded all of the rights and services guaranteed to students with disabilities under Part B of the IDEA.A.

IX.C. CHARTER SCHOOLS AND THEIR STUDENTS (34 CFR § 300.209; RULES IX.C.)

1. Students with disabilities ages 3 through 21 who attend public charter schools and their parent(s) or adult students retain all rights under Part B of the IDEA and the Rules.
2. If the public charter school is an LEA that receives funding under Part B or State special education funding, that charter school is responsible for ensuring that all of the requirements of Part B of the IDEA and the Rules are met. Charter schools may not refer potential or enrolled students with disabilities back to their school district of residence due to a disability, child find, or need for special education and related services, including placements.
3. If the public charter school is not an LEA receiving funding under Part B or State special education funding, or a school that is part of an LEA receiving

funding under Part B or State special education funding, the USBE is responsible for ensuring that the requirements of Part B and the Rules are met.

- a. Nothing in the Rules prohibit school districts and charter schools from developing a Memorandum of Understanding (MOU) to address student specific needs and/or placements.

IX.D. COORDINATED EARLY INTERVENING SERVICES (CEIS) (34 CFR § 300.226; RULES IX.D.)

1. Utah Virtual Academy may not use more than 15 percent of the amount Utah Virtual Academy receives under Part B of the IDEA for any fiscal year, less any amount reduced by the LEA pursuant to maintenance of effort, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated early intervening services (CEIS), which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.
2. In implementing CEIS, Utah Virtual Academy may carry out activities that include:
 - a. Professional learning (which may be provided by entities other than LEAs) for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavior interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
 - b. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.
3. CEIS may not be used to limit or create a right to FAPE under Part B of the IDEA or to delay appropriate evaluation of a student suspected of having a disability.
4. Utah Virtual Academy that develops and maintains coordinated early intervening services (either mandatory or voluntarily) under this section must annually report to the USBE staff on:

- a. The number of students served under this section who received early intervening services; and
 - b. The number of students served under this section who received early intervening services and subsequently receive special education and related services under Part B of the IDEA during the preceding two-year period.
5. Funds made available to carry out this section may be used to carry out coordinated early intervening services aligned with activities funded by, and carried out under, the ESEA/ESSA if those funds are used to supplement, and not supplant, funds made available under the ESEA/ESSA for the activities and services assisted under this section.

IX.E. PERSONNEL DEVELOPMENT (34 CFR § 300.207; RULES IX.E.)

1. Utah Virtual Academy must ensure that all personnel necessary to carry out Part B of the IDEA are appropriately and adequately prepared, subject to the requirements related to personnel qualifications and section 2122 of the ESEA/ESSA, as well as 34 CFR § 300.156; R277-304, R277-306, R277-320, and R277-324.
2. Paraeducators, when used to carry out Part B of the IDEA, must be appropriately trained and supervised, and utilized in accordance with the USBE Paraeducator Standards.
 - a. Utah Virtual Academy shall provide documentation of training and supervision to USBE staff upon request.

IX.F. FUNDED PREVALENCE OF DISABLING CONDITIONS (UCA 53F-2-307; RULES IX.F.)

1. When calculating and applying the growth factor, a school district's total special education average daily membership (ADM) for a given year is limited to the following percentage of the school district's total student ADM for the same year:
 - a. For a school district in a county of the first, second, or third class, 14%; and
 - b. For a school district in the county of the fourth, fifth, or sixth class, 20%..

IX.G. LEA PROVISION OF FAPE (34 CFR § 300.101; RULES IX.G.)

1. Utah Virtual Academy remains obligated to provide a student with a disability with a FAPE even when Utah Virtual Academy has not personally engaged with the student during the prior ten consecutive days and therefore may no longer count the student as an eligible student under pupil accounting (R277-419).
2. Utah Virtual Academy will oversee the caseload of each special educator (including psychologists, social workers, speech language pathologists, occupational therapists, physical therapists, adapted physical education specialists, and any other related servers) to ensure that a FAPE is available to all eligible students with disabilities.

IX.H. ROUTINE CHECKING OF HEARING AIDS AND EXTERNAL COMPONENTS OF SURGICALLY IMPLANTED MEDICAL DEVICES (34 CFR § 300.113; RULES IX.H.)

1. Hearing aids. Utah Virtual Academy must ensure that hearing aids worn in school by students with hearing loss, including deafness, are functioning properly.
2. External components of surgically implanted medical devices.
 - a. Subject to Rules IX.H.2.b, each public agency must ensure that the external components of surgically implanted medical devices are functioning properly.
 - b. For a student with a surgically implanted medical device who is receiving special education and related services, Utah Virtual Academy is not responsible for the post-surgical maintenance, programming, or replacement of the medical device that has been surgically implanted (or of an external component of the surgically implanted medical device).

IX.I. EDUCATOR LICENSE REQUIREMENTS (R277-301, R277-304, R277-306, AND R277-320; RULES IX.I.)

1. Professionals providing services to students with disabilities must hold a Utah Professional Educator License or Endorsement in the area in which they provide services. This includes special education teachers, speech/language pathologists, school psychologists, school social workers, and other professionals. Physical and occupational therapists must hold appropriate

Utah licensure. Utah Virtual Academy's charter school administration shall be responsible for the evaluation of the appropriateness of licenses and endorsements when assigning staff members. Utah Virtual Academy refers to the USBE Teaching, Leadership, and Paraeducator Standards.

2. "License areas of concentration" or "license area" means a designation on a license of the specific educational setting or role for which the individual is qualified, to include the following:
 - a. Early Childhood;
 - b. Elementary;
 - c. Secondary;
 - d. School Leadership
 - e. Career and Technical Education or "CTE";
 - f. School Counselor;
 - g. School Psychologist;
 - h. Special Education;
 - i. Preschool Special Education;
 - j. Deaf Education;
 - k. Speech-Language Pathologist;
 - l. Speech-Language Technician;
 - m. School Social Worker; and
 - n. Audiologist. (R277-301-2.7(a)).
3. Individuals providing psychological evaluation services for students with disabilities must hold a Utah education license for school psychologists or State licensure and meet the assessment publisher's criteria for administration.
4. An adapted physical education endorsement is required for special educators and general educators to teach adapted physical education.

IX.J. PURCHASE OF INSTRUCTIONAL MATERIAL IN ACCESSIBLE FORMATS (34 CFR § 300.210; RULES IX.J.)

1. An LEA that chooses to coordinate with the NIMAC, when purchasing print instructional materials, must acquire those instructional materials in the same manner, and subject to the same conditions as the USBE under Rules VIII.W.
2. If Utah Virtual Academy chooses not to coordinate with the NIMAC, Utah Virtual Academy must provide an assurance to the USBE that Utah Virtual Academy will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.
3. Nothing in this section relieves Utah Virtual Academy of its responsibility to ensure that students with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.
4. For all purposes of this section, the USBE defines timely manner as follows: the USBE and LEAs must take reasonable steps to provide instructional materials in accessible formats to students with disabilities who need those instructional materials at the same time as other students receive instructional materials.

X. SPECIAL EDUCATION FUNDING

1. The USBE has a responsibility under both Federal and State law to monitor implementation of the IDEA by LEAs through a system of general supervision that improves educational results and functional outcomes and ensures that public agencies meet program requirements. The special education program that is funded both from federal and state funds and it is critical to understand the similarities and differences of these funding sources.
2. *Federal special education funds* means funds paid to the State under IDEA Part B for the purposes of special education.
3. *State special education funds* means state funds appropriated to public education for the purposes of special education.
4. Federal special education funds are calculated, allocated, and classified differently than state special education funds. The Rules outline the regulations, restrictions, and allowable costs and activities applicable to each funding source; some requirements are the same for both funding sources and some provisions apply only to one or the other.

X.A. STATE SPECIAL EDUCATION FUNDS GENERALLY (UCA 53F-2-307; RULES X.A.1-2.)

1. State special education funds may be spent only for direct costs and construction or altering existing facilities, as outlined in the Rules.
 - a. Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with specific special education activities or programs, as distinguished from those costs incurred for several different activities or programs and whose elements are not readily identifiable with specific special education activities.
 - b. Constructing facilities or altering existing facilities if:
 - (1) The costs are necessary costs and reasonable costs;
 - (2) The costs are not for the general purpose of bringing facilities into compliance with:
 - (a) Section 504 of the Rehabilitation Act of 1973; or

- (b) The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.;
- (3) The construction or alteration meets the needs of one or more students with disabilities; and
- (4) Utah Virtual Academy submits an application for review by the state board;
- (5) The state board approves the expenditure in accordance with rules, including requirements that:
 - (a) Utah Virtual Academy has not been identified with significant disproportionality;
 - (b) Utah Virtual Academy has no outstanding uncorrected findings of non-compliance;
 - (c) Utah Virtual Academy has no dispute resolution findings related to FAPE in the past year;
 - (d) Utah Virtual Academy has been determined to “meet requirements” based on the USBE’s programmatic Results Driven Accountability/Annual Performance Report (RDA/APR); and
 - (e) No other evidence, e.g., from school accreditation, fiscal audits, etc., indicators that Utah Virtual Academy is not adequately providing FAPE.
- 2. State special education funds are appropriated to the MSP and provide restricted (categorical) monies that must be spent for the education of students with disabilities.

X.B. ALLOCATION OF STATE SPECIAL EDUCATION FUNDS FOR PROGRAMS FOR STUDENTS WITH DISABILITIES (UCA 53F-2-307; R277-479; RULES X.B.3.)

- 1. Utah Virtual Academy must be current with the UPIPS monitoring requirements, including correction of noncompliance within one year of notification, annual Corrective Action Plan (CAP) and PIP reports, and desk audit submissions to be eligible for State special education funds.

X.C. SPECIAL EDUCATION ADD-ON ALLOWABLE USE (FUND1205) (UCA 53F-2-307(1); RULES X.C.)

1. Utah Virtual Academy must use funds in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities.

X.D. SPECIAL EDUCATION SELF-CONTAINED ALLOWABLE USE (FUND 1210) (UCA 53F-2-307, -308(3); RULES X.E.)

1. *Self-contained* means a student in public-school with an IEP or a youth in custody/care (YIC) who receives 180 minutes or more of special education or YIC services during a typical school day per R277-419-2(35).
2. Utah Virtual Academy must use Special Education Self-Contained funds only for direct costs attributable to the cost of the special education of students with disabilities whose placement is a special class or self-contained environment.

X.E. STATE SPECIAL EDUCATION IMPACT AID ALLOWABLE USE (FUND 1225) (UCA 53F-2-307(1); RULES X.I.)

1. Must be used for direct costs attributable to the cost of administering the special education program as follows:
 - a. Costs for students in state custody (prisons, detention facilities, and the state hospital)
 - b. Additional costs attributable for services to students with low-incidence disabilities
2. Funds must be used in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities.

X.F. STATE SPECIAL EDUCATION EXTENDED SCHOOL YEAR (ESY) ALLOWABLE USE (FUND 1220) (UCA 53F-2-308(2); RULES X.K.)

1. Must be used for direct costs attributable to the cost of ESY provided to students with disabilities, determined by the student's IEP team to require ESY in order to receive a FAPE and in accordance with R277-751.

2. Funds must be used in accordance with Rules X.B. and to cover the direct costs of providing special education to students with disabilities in accordance with R277-751.51.

X.G. STATE EXTENDED SCHOOL YEAR STIPEND FOR SPECIAL EDUCATORS (EYSE) ALLOWABLE USE (FUND 1278) (UCA 53F-2-310; RULES X.M.)

1. Must be used for salaries and allowable benefits of Special Education Teachers, or Speech Language Pathologists who provide eligible services under R277-525- 2.
2. A special educator receiving a stipend shall: (a) work an additional day beyond the number of days contracted with the special educator's school district or school for each daily stipend; (b) schedule the additional days of work before or after the school year; and (c) use the additional days of work to perform duties related to the IEP process, including: administering student assessments, conducting IEP meetings, writing IEP's, conferring with parent(s) or student who is an adult, and preparing and maintaining records.

X.H. STATE SPECIAL EDUCATION INTENSIVE SERVICES ALLOWABLE USE (FUND1230) (UCA 53F-2-309(1); RULES X.O.)

1. Must be used for direct costs attributable to the cost of implementing IEPs for students with disabilities.
2. Cost of services to a student with a disability must be in excess of three times the annual average per pupil expenditure (APPE) as calculated by USBE Financial Operations.
3. Costs must meet the eligibility requirements outlined in R277-752.

X.I. STATE SPECIAL EDUCATION FUNDS ALLOWABLE USE (UCA 53F-2-307; RULES X.P.)

1. State special education funds may be spent only for direct costs and construction or altering existing facilities as outlined in Rules X.A. and X.B., Direct costs are those elements of cost which can be easily, obviously, and conveniently identified with specific special education activities or programs, as distinguished from those costs incurred for several different activities or programs and whose elements are not readily identifiable with specific special education activities (Rules X.A.1.).

2. The costs of providing for specially designed instruction, related services, and supplementary aids and services provided in a regular class or other education- related setting to a student with a disability in accordance with the IEP of the student are allowable.
3. The costs of providing inclusive special education preschool services are an allowable excess cost.
4. The costs of including peer models in IEP services that require a peer model are allowable.
5. The costs of providing co-teaching, in which both a licensed general educator and licensed special education teacher plan and provide specially designed instruction are allowable.
6. Utah Virtual Academy follows the allowable use of state special education funds as listed in Rules X.P.6.

X.J. ALLOWABLE COSTS FOR FEDERAL (IDEA) SPECIAL EDUCATION FUNDS (RULES X.R.1., 4-8.)

1. Funds paid to the State under IDEA Part B for the purposes of special education ("Federal special education funds") are calculated, allocated, and classified according to 34 CFR §300.705.
2. Utah Virtual Academy will use Federal special education funds for the costs of providing for specially designed instruction, related services, and supplementary aids and services provided in a regular class or other education- related setting to a student with a disability in accordance with the IEP of the student are allowable.
3. Utah Virtual Academy will use Federal special education funds for the costs of including peer models in IEP services that require a peer model are allowable.
4. Utah Virtual Academy will use Federal special education funds for the costs of providing co-teaching, in which both a licensed general educator and licensed special education teacher plan and provide specially designed instruction are allowable.
5. Utah Virtual Academy follows the allowable use of Federal special education funds, as listed in Rules X.R.8.

Action Item: Mental Health Screening Program Determination

Issue

Determining whether the school will implement a USBE-approved mental health screening program at the school during the 2023-2024 school year.

Background

H.B. 403 – a bill passed during Utah’s 2023 legislative session – requires each LEA governing board to make a determination by July 1, 2023 as to whether the LEA will participate or not participate in administering a USBE-approved mental health screening program during the 2023-2024 school year.

LEAs are not required to implement a mental health screening program, but if an LEA elects to do so, it must follow a variety of rules and requirements, including training, notification, and consent requirements. LEAs may change their determination from year to year as to whether they will participate or not participate in mental health screenings, and each year LEAs must report to the USBE whether they are maintaining or changing their mental health screening participation status from the previous year. The USBE has provided a link to a Qualtrics Survey whereby LEAs can report their determination.

Included with this cover sheet is a Mental Health Screening Guidebook containing helpful information about mental health screenings for students, including what mental health screenings are and are not, benefits and costs of administering mental health screenings, and different methods of mental health screenings schools can use. The Guidebook also includes a sample Implementation Plan for those LEAs who choose to administer mental health screenings as well information for parents. The Guidebook further contains a number of hyperlinks to resources about mental health screenings.

Recommendation

It is recommended that the school not administer a mental health screening program during the 2023-2024 school year.



School-Based Mental Health Screening Guidebook:

Implementation Plan

This document serves as an outline for Local Education Agencies (LEAs) to fill in their implementation plan for school-based mental health screening.

Outline your plan in preparation of roll out:

- ▶ Start small, as a pilot
 - Such as: one grade level in one school at a time
- ▶ Consider rolling out your plan in phases, gradually scaling up as your resources and capacity allow
- ▶ Include the WHO, WHAT, WHEN, WHERE, WHY
- ▶ Consider forming a stakeholder group to inform your decision making:
 - Parents, students, teachers, administrators, mental health professionals in the school and/or the community.
- ▶ Think through your community partnerships to support this work and invite them into this process. Remember, you don't have to do this alone!

Questions to answer as part of your plan:

What tool(s) are you going to use? [USB E Approved Tools](#)

What conditions are you going to screen for? [USB E Approved Conditions](#)

Who is going to administer and score the screening tool(s)?

*Same day review of results is necessary to ensure safety for those who indicate a high risk.
Administering and scoring can be done by different people or the same people.*

What is your plan for triaging?

What services will be provided in the school?

What community partnerships do you have in place for referrals?

How will parent consent be obtained?

How will you advertise screening to parents?

How will results be shared with students and parents?

Who will collect the required data?

Resource:

- [School Mental Health Quality Guide: Screening](#)
- [SHAPE District Assessment \(Page 11\)](#)

If you have questions or need additional clarification please reach out to:

Michelle Knight

SBMH Program Manager

Michelle.knight@schools.utah.gov



School-Based Mental Health Screening Guidebook:

Parent Information

The purpose of this document is to be a sample flier for LEAs to provide to parents about screenings.

What is mental health screening?

Screening is a process for evaluating the possible presence of a particular problem. Mental health screening may only happen after the students' parents opt into a mental health screening program or event, giving active consent.

Screening is not an assessment or a diagnosis.

What is consent?

Parental consent must be obtained within 8 weeks prior to administering the mental health screener. A separate consent form is required for each screening and cannot be combined with other consent forms. Parental consent must be obtained regardless of the age of the student.

What's the process?

(This process should summarize your implementation plan.)

Are you diagnosing my child?

No. Screening is the process by which the presence of a particular problem is identified. Further assessment would need to be completed in order for a diagnosis to be provided.

Will I receive the results of my child's screening?

Yes, schools are required to provide the results of the screening if a potential mental health condition is indicated. Results and resources will be provided to the student and parent including any services that can be provided by the school mental health provider or by a partnering entity.

What do the results of the screening mean?

The results may indicate the possible presence of a concern and will help you to determine if your student may benefit from a full assessment.

Do I need to pay for this?

Screening is free for students.

Other questions?

Resource:

- [School Mental Health Quality Guide: Screening SHAPE District Assessment \(Page 11\)](#)



School-Based Mental Health Screening Guidebook:

Methods of Screening

The purpose of this document is to help LEAs determine the method of screening that best fits their needs and resources.

1. **Grade level/Classroom:** Announced, advertised, offered to a smaller selection of students based on other data such as school discipline data, SHARP data, administrator/teacher buy in, parent buy in, etc.

A. Considerations

- ▶ This will require time taken out of the school day (BUT NOT ALOT!)
- ▶ Screening could take place on multiple days as needed or on one day.
 - If all in one day, where will students go whose parents didn't give consent?
- ▶ Consent will have to be received prior to the date of the screening.
- ▶ Teachers may need to administer the survey and SBMH professional reviews results and responds
 - Reviewing results needs to happen same day to ensure students needs are triaged and addressed immediately
 - Note: students at imminent risk of harming themselves or others should receive immediate follow-up within 24 hours
- ▶ Parents will need to be contacted separately regarding the results of the screening

2. **Screening events:** announced, advertised, offered to the entire student population (at the district/LEA level, school level, multiple schools at once, etc). Held on specific dates and times throughout the school year. Parents may sign up to attend or just show up. Parents accompany the child so consent can be signed at the event.

B. Considerations:

- ▶ Could result in data being skewed. It's possible that certain populations may not engage for a variety of reasons
 - Language barriers
 - Unsure of the process

- Misperceptions of what a screening is and its purpose
- ▶ Parents and their students can complete the screener virtually and then come to the school to review/discuss their results
 - If they don't show up, who will follow up with them about their results?
- ▶ Parents and their students can come to the event, complete the screener, then review their results with a professional
- ▶ Event must be staffed by appropriate personnel which could be an added cost (stipends, additional contracted time, etc)
 - Grant funding is available to support these costs.

Resource:

- [School Mental Health Quality Guide: Screening SHAPE District Assessment \(Page 11\)](#)



School-Based Mental Health Screening Guidebook:

Talking Points for Boards

The purpose of this document is for LEAs to have talking points to present to their Board in regards to screening.

Screening is a process for evaluating the possible presence of a particular problem. The intent of mental health screening is to determine the possible presence of a mental health concern and to determine if the student may benefit from a full assessment. Mental health screening may only happen after the students' parents opt into a mental health screening program or event, giving active consent.

Screening is not an assessment or a diagnosis.

Benefits of screening

- ▶ Support a Multi-tiered System of Supports (MTSS)
- ▶ Inform Prevention and Early Intervention Strategies
- ▶ Identify concerns specific to certain grades or classrooms
- ▶ Identify students with highest well-being
- ▶ Identify students at risk for a mental illness or harm to self or others
- ▶ Make economically sound decisions
- ▶ Improve Access to Mental Health Supports

See the [School Mental Health Quality Guide: Screening](#) for more details

Costs of screening

Grant funding is available to support screening implementation and for “qualifying parents”.

- Most screening tools are available for free, but some require purchasing.
- Stipends for school staff to support screening events may be required if offered outside contract time
- Additional funds for contracted services may be required

Liability of conducting screening

[53F-2-522](#)

“A school employee trained in accordance with rules made by the state board under [Subsection \(3\)\(a\)\(iii\)](#), who administers an approved mental health screening in accordance with this section in good faith, is not liable in a civil action for an act taken or not taken under this section.”

Connecting it to Child Find

- ▶ Mental health screenings are one way to identify students with a possible presence of a disability, which is our responsibility. It supports our Child Find efforts but isn't the only way.
- ▶ In accordance with the requirements of Part B of the IDEA and the USBE Special Education Rules, each LEA implementing a mental health screener must have policies and procedures in place to ensure that any student suspected of having a disability, and who may need special education and related services, is identified, located, and evaluated consistent with the LEA's Child Find system.

Resource:

- [School Mental Health Quality Guide: Screening SHAPE District Assessment \(Page 11\)](#)

Utah Virtual Academy Governing Board of Directors Board Meeting



Date: Wednesday, April 12, 2023

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

Board Members Present: Brian Maxwell, Kristen Davidson, Marty Carpenter, Dallin Drescher

Board Members Excused: Douglas DeVore, Amberly Keeler, Kellie Openshaw

Others Present: Meghan Merideth, Kara Finley, Kim Dohrer, Brad Taylor, Lacy Robinson, Regina Krotzer, Matthew Thue, Lori Simonson, Jillian Burns Hymas, Cindy Wright, LuAnn Charles, Drew Curth, Peter Poll, Rachel Wilson, Shelly Strahan, Jaden Harding, Carrie Justvig, Anna Schultz

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

CALL TO ORDER

- Brian Maxwell called the board meeting to order at 6:34 PM. A quorum of board members was not present.

SPOTLIGHTS

- Middle school social studies teacher, Drew Curth, goes above and beyond in school improvement plan efforts. The school is grateful for all he does to support learning.
- Sixth grader, Gio, is a super active participant and leader in class. He is very social, loves everything about attending UTVA, and is super happy at the school.

PUBLIC COMMENT

- No public comment.

BUSINESS ITEMS

- **Director Report**
Meghan Merideth provided an update on the current state of the school, including enrollment and retention and academic achievement. The third block passing rates were a stellar achievement by the students and teachers and year over year improvements were reviewed.

CALL TO ORDER

- Brian Maxwell called the board meeting to order at 6:53 PM with a quorum of board members present.

BUSINESS ITEMS

○ Board Business

● **Stride/K12 Agreement and Academica West Agreement**

The initial draft agreements have been sent out to vendor partners. Voting was tabled.

○ Finance Report

The current financial statements were reviewed, including revenue sources and the budget reconciliation process.

● **Acceptance of State Revenue**

The allotment was as anticipated.

Kristen Davidson made a motion to accept the state revenue allotment;

Brian Maxwell seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

● **Bank Reconciliations and Payment and Deposit Registers**

Brian Maxwell 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*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

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

PowerSchool serves as the student information system.

Kristen Davidson made a motion to approve invoices over \$7,500, specifically PowerSchool; Brian Maxwell seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

The school is replacing six teacher notebooks.

Kristen Davidson made a motion to approve invoices over \$7,500, specifically Virtual Technologies Group; Brian Maxwell seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

The Wonders curriculum, renewal options, and how the school is currently utilizing the curriculum was considered.

Kristen Davidson made a motion to approve invoices over \$7,500, specifically curriculum for 2023-2024 with Wonders for one year with the reading and writing companion for \$31,100; Brian Maxwell seconded.

Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

- **K12 / Stride Payment**

The invoices and aging report were provided.

Kristen Davidson made a motion to approve the K12 / Stride Payment of \$432,913.77; Brian Maxwell seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

- **Academica West Payment**

Kristen Davidson made a motion to approve the Academica West April invoice; Marty Carpenter seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

- **Director Report**

- **Salary Schedules**

The current salary schedule, local district comparisons, and potential increases were shown. The budget has been looked at to determine where breakeven is at based on enrollment and anticipated revenue and expenses.

Kristen Davidson made a motion to approve increasing the salary schedule by 15%; Dallin Drescher seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

- **Staff Handbook**

Tabled.

- **Teacher and Student Success Act (TSSA) Plan**

The TSSA plan has been updated for next year and updates include increasing the salary allocation.

Brian Maxwell made a motion to approve the Teacher and Student Success Act (TSSA) Plan; Dallin Drescher seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*

- *Marty Carpenter – AYE*
- **Board Business**
 - **March 8, 2023 Board Meeting and Closed Session Minutes**
Brian Maxwell made a motion to approve the March 8, 2023 Board Meeting and Closed Session Minutes; Dallin Drescher seconded. Motion passed; the votes were as follows:
 - *Brian Maxwell – AYE*
 - *Dallin Drescher – AYE*
 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*
 - **Assessment of Student Achievement Policy**
This policy references and addresses how the school will conduct statewide assessments, with respect to the school's statewide assessment plan, student participation in statewide assessments, and student exemptions from taking statewide assessments.
 - **Public Education Materials Development Policy**
Each school is required to develop and maintain a policy regarding public education materials that are developed with school funds. This policy explains how public education materials developed with the school's funds are shared with third parties, including by way of a license. The policy describes how the license works, attribution requirements, and how the school may not charge other educators in Utah for using their materials the license.
Kristen Davidson made a motion to approve the Assessment of Student Achievement Policy and the Public Education Materials Development Policy; Dallin Drescher seconded. Motion passed; the votes were as follows:
 - *Brian Maxwell – AYE*
 - *Dallin Drescher – AYE*
 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*

CALENDAR ITEMS

- Board Meeting May 10, 2023 at 6:30 PM
- Last Day of School May 26, 2023
- Graduation May 30, 2023 at 4 PM at Alta High School

CLOSED SESSION

- *Brian Maxwell made a motion to enter a 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) to be held at UTVA; Kristen Davidson seconded. Motion passed; the votes were as follows:*
 - *Brian Maxwell – AYE*
 - *Dallin Drescher – AYE*
 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*

Entered closed session at 7:36 PM.

- *Brian Maxwell made a motion to adjourn the closed session; Marty Carpenter seconded. Motion passed; the votes were as follows:*
 - *Brian Maxwell – AYE*
 - *Dallin Drescher – AYE*
 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*

Adjourned closed session at 8:16 PM.

BUSINESS ITEMS

- **Salary Schedules**

Brian Maxwell made a motion to authorize the board president to sign salary employment agreements; Dallin Drescher seconded. Motion passed; the votes were as follows:

- *Brian Maxwell – AYE*
- *Dallin Drescher – AYE*
- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*

ADJOURN

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

Adjourned at 8:16 PM.

**Utah Virtual Academy
Governing Board of Directors
Closed Session**



Date: Wednesday, April 12, 2023

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

Utah Virtual Academy offers students an effective, innovative learning environment through a pioneering combination of technology and hands-on instruction. Students develop mastery of fundamental skills and are provided additional in-depth learning experiences to help them discover and develop their specific talents and interests.

CLOSED SESSION SWORN STATEMENT:

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

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

Signed on the _____ day of _____, 2023.

Brian Maxwell, Board President

EXECUTIVE SUMMARY

Language Access Policy

Last year the legislature enacted a bill (HB 302) that requires each LEA to adopt a policy addressing the LEA's communication and assistance to students who are learning English and their parents. The bill (now codified in Utah Code § 53G-7-223) requires that the policy include certain provisions on an LEA's use of interpreters and translators for school activities and documents. The bill also requires that the USBE create a model policy covering the language assistance requirements, which the USBE has now completed. This policy is based on the USBE's model policy and requires the school to, among other things, designate a Language Access Coordinator, determine the primary language spoken by a student and his/her parent within 30 calendar days of a student's enrollment, provide interpretation services during regular business hours to students and their parents who require such services to communicate with the school about critical information, and provide translations of school materials to students and their parents who require the translations to communicate effectively with the school. This policy is required to be reviewed by the school on an annual basis.

Sale of Food and Beverages Policy

LEAs that don't participate in the National School Lunch Program (even online LEAs) are required to have a policy that addresses their sale of food or beverages during the school day. This policy briefly explains how the school handles school lunch and the sale of food and beverages during the school day.

Language Access Policy

Adopted: _____

Purpose

The purpose of this policy is to help ensure that Utah Virtual Academy (the “School”) provides access to its services, programs, and activities to persons who have limited English proficiency and understand languages other than English.

Definitions

For purposes of this policy, the following terms have the following meanings:

“Primary language” means the first language spoken by a student and a student’s parent/guardian.

“Interpretation” means simultaneous communication between a speaker of English and a speaker of another language.

“Translation” means written communication wherein the written words of one person are communicated to others in writing in a different language.

Policy

Language Access Coordinator

The School’s Executive Director shall designate a Language Access Coordinator who is responsible for implementing this policy at the School and ensuring that any necessary training on the policy is provided. The Language Access Coordinator may also recommend updates or changes to this policy in an effort to make the policy more effective.

Notification to Employees

The School shall notify its employees of this policy, the rights of parents/guardians and students to receive language assistance services, and the proper procedures to access language assistance services as outlined in this policy.

Determination of Primary Language

Within thirty (30) calendar days of a student's enrollment (or re-enrollment) in the School, the School shall determine the primary language spoken by the student and the student's parent/guardian, and if such language is not English, whether the student and parent/guardian require language assistance to communicate effectively with the School.

The School shall maintain a current record of the primary language of each parent/guardian of students enrolled in the School.

Obligation to Provide Language Assistance Services

The School shall, consistent with this policy and applicable law, provide translation and interpretation services to students and parents/guardians who require language assistance in order to communicate effectively with the School.

Interpretation Services

The School shall provide interpretation services during regular business hours to parents/guardians and their students who require such services in order to communicate with the School regarding critical information about the students' education. Depending upon availability, such interpretation services may be provided at the School, a reasonable location agreed upon by the School and a student's parent/guardian, or virtually.

The School shall provide the interpretation services described above for School activities, including but not limited to:

- (a) classroom activities;
- (b) impromptu and scheduled office visits or phone calls;
- (c) enrollment or registration processes;
- (d) the Individualized Education Program (IEP) process;
- (e) student educational and occupational planning processes;
- (f) fee waiver processes;
- (g) parent engagement activities;
- (h) student disciplinary meetings;
- (i) community councils (if any);
- (j) board meetings;
- (k) other School activities; and
- (l) other interactions between the parents/guardians of a student learning English and educational staff at the School.

Translation Services

The School shall provide translations of School materials to parents/guardians and their children who require them to communicate effectively with the School, and such materials include, but are not limited to:

- (a) registration or enrollment materials, including home language surveys and English learning program entrance and exit notifications;
- (b) assignments and accompanying materials;
- (c) report cards or other progress reports;
- (d) student discipline policies and procedures;
- (e) grievance procedures and notices of rights and nondiscrimination;
- (f) parent or family handbooks;
- (g) requests for parent permission; and
- (h) any other guidance, including guidance on when oral interpretation is preferable to written translation, to improve instruction and assistance by teachers, counselors, and administrators to a student learning English and the student's parents/guardians and family.

Centrally Produced Critical Communications

The School shall identify documents that it distributes or electronically communicates to parents/guardians containing critical information regarding their child's education, including, but not limited to, documents pertaining to:

- (a) registration, application, and selection;
- (b) standards and performance (e.g., standard text on report cards);
- (c) conduct, safety, and discipline;
- (d) special education and related services; and
- (e) transfers and withdrawals.

The School shall procure translations of the applicable critical communications listed above in a timely manner, in each of the covered languages, and work to make such translations available to parents/guardians and students of the School.

Student-Specific Critical Documents

Where required under this policy, the School shall provide parents/guardians with a translation of important documents that contain individual, student-specific information regarding, but not limited to, their student's:

- (a) health;
- (b) safety;
- (c) legal or disciplinary matters; and
- (d) entitlement to public education or placement in any special education, English language learner or non-standard academic program.

Qualifications of Interpreters and/or Translators

Individual interpreters and translators provided by the School do not have to be certified unless certification is required by law. However, they should be competent and, where

possible, have experience providing interpretation or translation services for school activities and materials listed in this policy. Where deemed appropriate by the School's Executive Director or Language Access Coordinator, the School may utilize online translation services such as Google Translate or Microsoft Translator to translate School materials or documents described in this policy.

The School shall follow its Special Education Policies and Procedures Manual when providing interpretation and translation services for students with disabilities.

Complaints

If any parent/guardian or student feels that they are not receiving the language assistance services set forth in this policy, they may address those concerns through the School's Parent Grievance Policy.

Annual Review of Policy

The School shall review this policy for efficacy on an annual basis. As part of this review, and for purposes of evaluating the effectiveness of this policy, the School may consult with its stakeholders and community members, refugee resettlement agencies, immigration services organizations, ethnic based community organizations.

Sale of Food and Beverages Policy

Adopted: _____

Purpose

The purpose of this policy is to comply with the applicable requirements of Utah Administrative Code R277-719.

Policy

As an online school, Utah Virtual Academy (the “School”) does not provide a traditional school lunch program or meal service to its students, nor does it regularly sell food to students, parents/guardians, employees, or other stakeholders. In the event the School elects to sell food or beverages during the school day – whether at a School event or otherwise – all such food and beverages shall be commercially prepared and packaged, and any funds received by the School for such sales shall be handled in accordance with School policy.

BUDGETING 101

Utah Virtual Academy

Compliance

- [Utah Code Title 53G, Chapter 7, Part 3](#)
- [Utah Virtual Academy Budgeting Policy](#)

Utah Code Title 53G, Chapter 7, Part 3

- Section 302:

53G-7-302. School district and charter school budgets.

- (1) As used in this section:
 - (a) "Budget officer" means:
 - (i) for a school district, the school district's superintendent; or
 - (ii) for a charter school, an individual selected by the charter school governing board.
 - (b) "LEA governing board" means:
 - (i) for a school district, the local school board; or
 - (ii) for a charter school, the charter school governing board.
- (2) Before June 1 of each year, the budget officer shall prepare a tentative budget, with supporting documentation, to be submitted to the budget officer's LEA governing board.
- (3) The tentative budget and supporting documents shall include the following items:
 - (a) the revenues and expenditures of the preceding fiscal year;
 - (b) the estimated revenues and expenditures of the current fiscal year;
 - (c) for a school district, an estimate of the revenues for the succeeding fiscal year based upon the lowest tax levy that will raise the required revenue, using the current year's taxable value as the basis for this calculation;
 - (d) a detailed estimate of the essential expenditures for all purposes for the next succeeding fiscal year; and
 - (e) the estimated financial condition of the school district or charter school by funds at the close of the current fiscal year.
- (4) The tentative budget shall be filed with the district business administrator or charter school executive director for public inspection at least 15 days before the date of the tentative budget's proposed adoption by the LEA governing board.

Utah Code Title 53G, Chapter 7, Part 3

-Section 303:

53G-7-303. LEA governing board budget procedures.

(1) As used in this section:

(a) "Budget officer" means:

- (i) for a school district, the school district's superintendent; or
- (ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:

- (i) for a school district, the local school board; or
- (ii) for a charter school, the charter school governing board.

(4) For a charter school, before June 30 of each year, a charter school governing board shall adopt a budget for the next fiscal year.

(5) Within 30 days of adopting a budget, an LEA governing board shall file a copy of the adopted budget with the state auditor and the state board.

Utah Code Title 53G, Chapter 7, Part 3

- Section 307:

53G-7-307. Warrants drawn by budget officer.

(1) As used in this section:

(a) "Budget officer" means:

- (i) for a school district, the school district's superintendent; or
- (ii) for a charter school, an individual selected by the charter school governing board.

(b) "LEA governing board" means:

- (i) for a school district, the local school board; or
- (ii) for a charter school, the charter school governing board.

(2) The budget officer of an LEA governing board may not draw warrants on school district or charter school funds except in accordance with and within the limits of the budget passed by the LEA governing board.

Utah Virtual Academy Budgeting Policy

Budgeting Policy

Adopted: August 9, 2018

Revised:

Policy

The School will comply with the budgeting requirements of Utah law, including but not limited to Utah Code Title 53G Chapter 7.

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 of Directors.

The tentative budget and supporting documents shall include the following items:

- (a) the revenues and expenditures of the preceding fiscal year;
- (b) the estimated revenues and expenditures of the current fiscal year;
- (c) a detailed estimate of the essential expenditures for all purposes for the next succeeding fiscal year; and
- (d) the estimated financial condition of the School at the close of the current fiscal year.

The tentative budget shall be filed with the School's Director for public inspection at least 15 days before the date of the tentative budget's proposed adoption by the Board of Directors.

Before June 30 of each year, the Board of Directors will adopt a budget for the next fiscal year.

By the sooner of July 15 or 30 days of adopting a budget, the Board of Directors will file a copy of the adopted budget with the state auditor and the State Board of Education.

Tentative (and final) Budget

- Tentative budget before June 1 each year
 - Prepared by budget officer (director)
 - Submitted to board for adoption by June 30
 - Available for public inspection 15 days prior to proposed adoption
 - Uploaded to USBE and OSA within 30 days or by July 15

Tentative (and final) Budget

➤ Must Include

- Revenues and expenses from prior fiscal year
- Estimated revenues and expenses for current fiscal year
- Estimated financial condition for current fiscal year
- Estimated expenses for next fiscal year

Example

Utah Virtual Academy Proposed Amended FY22 Budget For Approval at June 29, 2022 Board Meeting

	Year Ending 6/30/2021	Year-to-Date 6/30/2022	Year Ending 6/30/2023	07/01/2021 Through 5/31/2022	Year Ending 6/30/2022
	PY Actuals	CY Approved	FY23 APPROVED ADOPTED 5-13-2022	CY Actuals YTD	FY22 Amended PROPOSED
Net Income					
Income					
Revenue From Local Sources	5,437	8,500	0	3,721	4,059
Revenue From State Sources	26,673,846	19,064,377	20,880,830	22,680,369	24,483,544
Revenue From Federal Sources	876,822	658,385	1,374,287	316,645	728,385
Transfers IN from Other Fund Programs	627,346	0	0	0	0
Transfers OUT from Other Fund Programs	(627,346)	0	0	0	0
Total Income	27,556,105	19,731,262	22,255,117	23,000,735	25,215,988
Expenses					
Instruction/Salaries	7,703,398	7,143,168	7,761,965	6,444,479	7,938,614
Employee Benefits	2,113,096	2,127,026	2,191,999	1,645,979	2,171,576
Purchased Prof & Tech Serv	3,803,183	3,583,205	5,004,378	3,792,770	4,137,567
Purchased Property Services	985,558	791,968	1,067,968	722,994	788,721
Other Purchased Services	217,375	251,736	270,937	128,232	139,889
Supplies & Materials	8,528,834	5,701,730	5,857,346	5,847,529	6,379,123
Property	0	0	0	170,601	186,110
Debt Services & Miscellaneous	13,334	20,000	19,999	31,729	34,613
Total Expenses	23,364,778	19,618,833	22,174,592	18,784,313	21,776,213
Total Net Income	4,191,327	112,429	80,525	4,216,422	3,439,775

Factors to Consider

- Enrollment
- Attrition
- Legislative estimate
- Program allocations
- Prior year actuals
- Current year actuals
- Upcoming expenses
- Board priorities
- School needs
- MOE (Maintenance of Effort)
- Program Restrictions



ANNUAL BOARD MEETING CALENDAR 2023-2024

Below are the tentative Utah Virtual Academy board meeting dates for the 2023-2024 school year. Meetings are regularly scheduled for the second Wednesday monthly at 6:30 PM and will continue as long as business requires. The dates are subject to change and cancelation, and additional meetings may be held. All board meetings will be posted electronically on the Utah Public Notice website at least twenty-four hours in advance.

Please note that meetings will generally be held at 310 East 4500 South, Suite 620 in Murray, but may be held at different locations as specified by the Board of Directors.

July 12, 2023 at 6:30 PM

August 9, 2023 at 6:30 PM

September 13, 2023 at 6:30 PM

October 11, 2023 at 6:30 PM

November 3, 2023 at 6:30 PM
Southern Utah

December 13, 2023 at 6:30 PM

January 10, 2024 at 6:30 PM

February 14, 2024 at 6:30 PM

March 13, 2024 at 6:30 PM

April 10, 2024 at 6:30 PM

May 8, 2024 at 6:30 PM

June 12, 2024 at 6:30 PM