

Utah Virtual Academy Governing Board of Directors Board Meeting



Date: Wednesday, June 14, 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
 - 2022-2023 Amended Budget
 - 2023-2024 Budget
 - Fraud Risk Assessment
 - Annual Commitment to Ethical Behavior
 - Eide Bailly Audit Engagement
- Director Report
 - Enrollment and Retention
 - Academic Achievement
 - Sex Education Curriculum and Sex Education Curriculum Materials Review Committee
 - Attendance Policy and Data
 - Student Conduct and Discipline Policy and Report

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

- Math Competency Report
- Academics West Report
- Board Business
 - May 10, 2023 Board Meeting and Closed Session Minutes
 - Board Member Terms and Elected Officers
 - Administration of Medication Policy Amendment
 - Donation and Fundraising Policy Review
 - Approval of Education Service Provider Agreement
 - Approval of Marketing and Enrollment Services Agreement
 - Approval of Business Services Agreement

TRAINING

- Open and Public Meetings Act

CALENDAR ITEMS

- Electronic Board Meeting June 28, 2023 at 12 PM (if needed)
- 2023-2024 Board Meeting Calendar
- Board Retreat

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

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UTVA – Board of Directors Meeting Financial Package Updates Wednesday, June 14, 2023

Items of Note:

- May 2023 Financials are included. Revenues are at 89.3% of budget. Finishing the year strong. Updated the final FY23 budget that we will discuss later in the meeting and it reinforces the estimates made in it. Some big federal reimbursements just approved on Monday and some bigger ones going in the first week of July.
- Expenses are at 81.4% of budget. We have discussed areas that are running ahead of budget and there are areas that we adjusted for the final budget. Some of those adjustments are protection against going over budget as we discussed in last month's budget training.
- May 2023 state allotment of \$1,899,982.42 to accept this month.
- Invoices for approval (over \$7,500) at this time: Embassy Suites, Mountain State Schoolbook Depository (2 of them), Workspace Elements, and 95 Percent.
- K12 Management Invoices of \$391,803.63 recommended for payment (12 total).
- Academica West June 2023 invoice included. Total invoice of \$31,491.68. Final invoice of a 5-year agreement. Look forward to continuing the relationship!

Utah Virtual Academy Statement of Activities As of May 31, 2023

	Annual June 30, 2023	Year-to-Date	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	0	133,248	0.0 %
Revenue From State Sources	20,948,740	19,183,405	91.6 %
Revenue From Federal Sources	1,469,287	702,209	47.8 %
Total Income	22,418,027	20,018,862	89.3 %
Expenses			
Instruction/Salaries			
0121 - Salaries - Principals and Assistants	211,124	153,415	72.7 %
0131 - Salaries - Teachers	5,912,731	5,135,905	86.9 %
0132 - Salaries - Substitute Teachers	35,000	28,732	82.1 %
0142 - Salaries - Guidance Personnel	441,568	312,870	70.9 %
0152 - Salaries - Secretarial and Clerical Personnel	233,067	152,750	65.5 %
0161 - Salaries - Teacher Aides and Para-Professionals	947,726	740,619	78.1 %
0184 - Salaries - Administrative Technology Personnel	0	100,089	0.0 %
Total Instruction/Salaries	7,781,216	6,624,380	85.1 %
Employee Benefits			
0220 - Social Security	815,108	682,902	83.8 %
0230 - Local Retirement	211,265	106,058	50.2 %
0240 - Group Insurance	1,167,649	1,000,671	85.7 %
Total Employee Benefits	2,194,022	1,789,631	81.6 %
Purchased Prof & Tech Serv			
0320 - Professional - Educational Services	885,915	737,995	83.3 %
0330 - Professional Employee Training and Development	108,515	136,319	125.6 %
0340 - Other Professional Services	204,273	198,162	97.0 %
0345 - Business Services	3,730,675	2,183,389	58.5 %
0350 - Technical Services	75,000	56,069	74.8 %
Total Purchased Professional & Technical Services	5,004,378	3,311,934	66.2 %
Purchased Property Services			
0410 - Utility Services	2,000	1,419	71.0 %
0440 - Rentals	16,000	8,271	51.7 %
0441 - Rental of Land & Buildings	139,999	142,581	101.8 %
0442 - Rental of Equipment & Vehicles	28,000	12,425	44.4 %
0443 - Rental of Computers & Related Equipment	879,575	547,124	62.2 %
0450 - Construction Services	0	13,138	0.0 %
0490 - Other Purchased Property Services	2,394	1,652	69.0 %
Total Purchased Property Services	1,067,968	726,610	68.0 %
Other Purchased Services			
0518 - Student Day Trips/Field Trips (includes Admission Charges)	30,921	1,485	4.8 %
0522 - Liability Insurance	64,999	64,390	99.1 %
0530 - Communication (Telephone & Other)	127,500	120,381	94.4 %
0540 - Advertising	0	174	0.0 %
0550 - Printing and Binding	2,416	0	0.0 %
0561 - Student Tuition to other LEAs In State	0	9,159	0.0 %
0580 - Travel/Per Diem	45,101	107,617	238.6 %
Total Other Purchased Services	270,937	303,206	111.9 %
Supplies & Materials			
0610 - General Supplies	1,713,934	1,280,495	74.7 %
0641 - Textbooks	3,590	1,164	32.4 %

**Utah Virtual Academy
Statement of Activities
As of May 31, 2023**

	Annual June 30, 2023	Year-to-Date	
	Budget	Actual	% of Budget
0642 - E-Textbooks / Online Curriculum	3,933,627	3,915,646	99.5 %
0644 - Library Books	12,500	0	0.0 %
0650 - Supplies - Technology Related	48,194	44,293	91.9 %
0670 - Software	145,500	147,290	101.2 %
Total Supplies & Materials	5,857,345	5,388,888	92.0 %
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	19,193	96.0 %
Total Debt Services & Miscellaneous	20,000	19,193	96.0 %
Total Expenses	22,410,866	18,250,048	81.4 %
Total Net Income	7,161	1,768,814	24,700.7 %

**Utah Virtual Academy
Statement of Financial Position
As of May 31, 2023**

	Period Ending 05/31/2023 <u>Actual</u>	Period Ending 05/31/2022 <u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash		
Cash	5,648,956	8,046,873
Investments	5,955,808	822,451
Operating Cash	<u>11,604,764</u>	<u>8,869,324</u>
Accounts Receivables	330,230	1,064,427
Other Current Assets	14,145	10,253
Total Current Assets	<u>11,949,139</u>	<u>9,944,004</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>11,949,139</u>	<u>9,944,004</u>
Liabilities & Fund Equity		
Current Liabilities	398,207	527,457
Fund Balance	<u>9,782,119</u>	<u>4,951,096</u>
Net Income	<u>1,768,813</u>	<u>4,465,451</u>
Total Liabilities & Fund Equity	<u>11,949,139</u>	<u>9,944,004</u>

Utah State Board of Education

Allotment Memo

for Fiscal Year/Period 2023/11

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-Title I Grants to LEA	22T1FT 22T1FT Title IA Flow-Through FFY2022	7801/4800	626,580.01	9,384.16	626,580.01	626,580.01	0.00
	23T1FT 23T1FT Title 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	9,384.16	626,580.01	626,580.01	565,952.18
84027 SPED-IDEA Disabilities Educ Act	22FTFL 22FTFL IDEA Flow-Through Formula FFY2022	7524/4524	456,879.78	220,928.69	329,825.16	329,825.16	127,054.62
	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	220,928.69	329,825.16	329,825.16	293,275.85
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 Title IIA Formula Flow Through FFY2022	7860/4800	52,368.56	0.00	0.00	0.00	52,368.56
	232FT 232FT Title IIA Formula Flow Through FFY2023	7860/4800	59,327.00	0.00	0.00	0.00	59,327.00
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	224AFT 224AFT Supporting Effective Instruction Flow-Through	7905/4800	22,210.50	22,210.50	22,210.50	22,210.50	0.00
	234AFT 234AFT 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	22,210.50	22,210.50	22,210.50	43,829.93
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-Elem & 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-Elem & 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	17,838.14	196,219.60	196,219.60	17,838.15
	23PPB 23PPB Grades 1-12 SFY2023	VAR/3010	7,873,717.74	656,000.86	7,217,716.87	7,217,716.87	656,000.87
	23PPBD 23PPBD Pub Ed Online Dist SFY2023	VAR/3010	769,399.00	118,632.00	769,399.00	769,399.00	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	54,432.94	599,780.55	599,780.55	54,432.95
	23PPF 23PPF Special Education - Add-on SFY2023	1205/3100	2,166,092.45	139,243.56	2,026,848.90	2,026,848.90	139,243.55
	23PPH 23PPH Special Education - Self-contained SFY2023	1210/3100	155,821.93	12,985.16	142,836.77	142,836.77	12,985.16
	23PPI 23PPI Special Education - Extended Year SFY2023	1220/3100	2,259.00	188.25	2,070.75	2,070.75	188.25
	23PPK 23PPK CTE ADM SFY2023	VAR/3100	260,382.00	17,949.46	242,432.54	242,432.54	17,949.46
	23PPKB 23PPKB CTE Comprehensive Counseling & Guide SFY2023	5903/3100	56,999.00	4,749.92	52,249.09	52,249.09	4,749.91
	23PPKE 23PPKE CTE Technical Student Orgs SFY2023	6000/3100	814.00	51.34	762.67	762.67	51.33
	23PPKF 23PPKF CTE Skill Certification Competency SFY2023	6000/3100	9,655.00	804.58	8,850.41	8,850.41	804.59
	23PPL 23PPL Class Size Reduction SFY2023	5201/3100	429,774.55	35,784.06	393,990.48	393,990.48	35,784.07
	23PPN 23PPN Special Education - Impact Aid SFY2023	1225/3100	34,533.69	2,877.80	31,655.88	31,655.88	2,877.81
	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	257,319.04	257,319.04	23,392.63

MSPB MSPB-Minimum School Programs Basic - Summary			23,236,175.45	1,084,930.71	11,959,644.55	22,269,876.72	966,298.73
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
	22PQS 22PQS Teacher Salary Supplement Program SFY2022	5807/3400	148,565.13	0.00	60,060.17	148,565.13	0.00
	22PUI 22PUI English Lang Learner Software Support SFY2022	5911/3400	25,641.70	0.00	12,320.00	12,320.00	13,321.70
	23PQI 23PQI Concurrent Enrollment SFY2023	5333/3300	22,189.14	1,849.10	20,340.05	20,340.05	1,849.09
	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	416,765.70	4,875,151.29	4,875,151.29	416,765.71
	23PQP 23PQP Early Literacy Program SFY2023	5805/3300	113,684.59	7,592.98	89,172.61	89,172.61	24,511.98
	23PQR 23PQR Educator Salary Adjustments SFY2023	5876/3400	644,381.46	52,325.80	592,055.67	592,055.67	52,325.79
	23PQT 23PQT Library Books & Electronic Resources SFY2023	5810/3500	2,672.93	222.74	2,450.18	2,450.18	222.75
	23PUA 23PUA Teacher Supplies & Materials SFY2023	5868/3400	19,690.02	0.00	19,690.02	19,690.02	0.00
	23PUC 23PUC Grants for Professional Learning SFY2023	5666/3500	6,168.40	526.94	5,796.31	5,796.31	372.09
	23PUE 23PUE Charter School Funding Base Prog SFY2023	VAR/3200	169,227.42	13,231.76	155,995.67	155,995.67	13,231.75
	23PUU 23PUU Teacher and Student Success Program	5678/3500	580,252.19	48,354.34	531,897.84	531,897.84	48,354.35
MSPRB MSPRB-Minimum School Programs Related to Basic - Summary			7,333,078.42	540,869.36	6,652,012.25	6,762,123.21	570,955.21
PEESRA PEESRA-Public Ed Economic Stabilization Rest Acct	23ELOO 23ELOO Early Literacy Outcomes One-time PESSRA	5697/3800	8,612.00	0.00	0.00	0.00	8,612.00
	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 SupportPEESRA	5911/3400	12,976.42	0.00	0.00	0.00	12,976.42
	23PUY 23PUY Educator Professional Time PEESRA	5651/3200	209,343.99	0.00	209,343.99	209,343.99	0.00
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 & RetentionSFY18	5687/3800	174,000.00	0.00	0.00	0.00	174,000.00
	S18PKU S18PKU School Turnaround & Leadership Dev SFY2018 PSC	5295/3800	3,200.00	0.00	0.00	3,200.00	0.00
SAS SAS-Student Advocacy Services - Summary			177,200.00	0.00	0.00	3,200.00	174,000.00
SSS SSS-Student Support Services	22ECSN 22ECSN Electronic Cigarette Substance & Nicotine Prev	5673/3800	4,000.00	0.00	4,000.00	4,000.00	0.00
	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			5,000.00	0.00	5,000.00	5,000.00	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 Online 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 Online Ed Program SFY2023	5380/3800	38,069.00	21,659.00	38,069.00	38,069.00	0.00
T&L T&L-Teaching & Learning - Summary			331,563.00	21,659.00	115,024.00	331,563.00	0.00
5F0 UTAH VIRTUAL ACADEMY - Summary			37,707,232.86	1,899,982.42	20,292,517.03	30,932,599.16	6,774,633.70

May 30, 2023

- 92 -

9:10:47 AM

Utah Virtual Academy Reconciliation report

As of 05/31/2023

Account: UTVA Zions Bank Operating

Statement ending balance	5,648,955.74
Deposits in transit	0.00
Outstanding checks and charges	0.00
Adjusted bank balance	5,648,955.74
Book balance	5,648,955.74
Adjustments*	0.00
Adjusted book balance	5,648,955.74

Total Checks and charges Cleared	1,752,972.07	Total Deposits Cleared	1,900,715.16
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Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
General Ledger entry	SCHOOL DEPOSIT	04/28/2023		281.97	
General Ledger entry	SCHOOL DEPOSIT	04/28/2023		27.80	
General Ledger entry	AMAZON SMILE DONATION	05/03/2023		20.93	
Avidpay	AVID RETURNED CHECK #29498 PER VENDOR REQUEST. VENDOR COUDLN' T APPLY THE CHECK TO THE CORRESPONDING INVOICE.	05/12/2023	CHECK#29498	330.00	
General Ledger entry	AMAZON SMILE DONATION	05/19/2023		72.04	
General Ledger entry	ALLOTMENT- UTAH VIRTUAL	05/31/2023		1,899,982.42	
Total Deposits				1,900,715.16	0.00

Checks and charges

Name	Memo	Date	Check no.	Cleared	Outstanding
General Ledger entry	PAYROLL #501	05/01/2023		279.67	
General Ledger entry	CASH	05/01/2023		32,491.88	
E-Therapy LLC		05/04/2023	29500	55.50	
FedEx	4865-4182-2	05/04/2023	29501	18.00	
Solas Psychological		05/04/2023	29502	312.50	
The UPS Store		05/04/2023	29503	245.38	
AIOA, LLC		05/04/2023	29504	1,000.00	
Shelley Jo Dula		05/04/2023	29505	942.50	
General Ledger entry	PAYROLL #499	05/07/2023		404,913.97	
Amy Quebbeman		05/11/2023	29506	163.88	
Brooks Larsen		05/11/2023	29507	163.75	
CARI RICHARDS		05/11/2023	29508	17.01	
CARRIE JUSTVIG		05/11/2023	29509	32.57	
Cassidy Ulrich		05/11/2023	29510	276.18	
Certified Languages International		05/11/2023	29511	30.75	
E-Therapy LLC		05/11/2023	29512	1,877.02	
Holiday Inn Express & Suites Murray		05/11/2023	29513	1,168.02	
J & J BROTHERS PAINTING, LLC		05/11/2023	29514	295.00	
JILLIAN HYMAS		05/11/2023	29515	1,065.00	
Kevin Knutson		05/11/2023	29516	585.00	
LESLIE GORDON		05/11/2023	29517	428.68	
Melanie Denton		05/11/2023	29518	44.54	
Porshe Hansen		05/11/2023	29519	101.00	
SHAUNA HOLLADAY		05/11/2023	29520	199.78	
Shay Anderson		05/11/2023	29521	147.06	
Shayla Miller		05/11/2023	29522	76.68	
Shelley Jo Dula		05/11/2023	29523	1,105.00	
SHYLIE DICKEY		05/11/2023	29524	297.93	

Utah Virtual Academy Reconciliation report

As of 05/31/2023

Account: UTVA Zions Bank Operating

Stefanie Cragun	05/11/2023	29525	66.22
TaMerra Wallin	05/11/2023	29526	60.52
Taylor Spencer	05/11/2023	29527	461.96
Zachary Hancock	05/11/2023	29528	2,190.71
BLIND MULE BEHAV- IORAL SERVICES	05/11/2023	29529	2,800.00
Boulder Consulting	05/11/2023	29530	5,211.94
Public Consulting Group, Inc.	05/11/2023	29531	4,286.58
Solas Pyschological	05/11/2023	29532	3,093.75
T-Mobile	05/11/2023	29533	3,190.00
WORKSPACE ELE- MENTS	05/11/2023	29534	4,620.00
ACADEMICA WEST, LLC	05/11/2023	29535	31,491.68
DOTCOM THERAPY, LLC	05/12/2023	29536	29,611.00
PARR BROWN GEE & LOVELESS	05/12/2023	29538	15,464.00
PowerSchool Group LLC	05/12/2023	29539	31,335.84
PULSE TECHNOLO- GIES, INC.	05/12/2023	29540	7,468.60
Virtual Technologies Group, Inc.	05/12/2023	29541	10,601.30
Isaac Rodenbough	05/15/2023	29537	422.64
K12 Management Inc.	05/15/2023	29542	648,533.58
Zions Bank CC-Shelly Strahan	05/15/2023		5,555.86
Zions Bank - Allen CC 0569	05/15/2023		6,911.24
Zions Bank - Hymas CC 0759	05/15/2023		255.00
Zions Bank CC-Meghan Merideth	05/15/2023		3,385.73
Zions Bank - Allen CC 0569	05/16/2023		58.65
Zions Bank CC-Shelly Strahan	05/16/2023		2,692.53
AIOA, LLC	05/18/2023	29543	3,000.00
COGNIA, INC.	05/18/2023	29544	1,200.00
JOSTENS, INC	05/18/2023	29545	489.86
Pitney Bowes Global Fi- 1866443 nancial Services	05/18/2023	29546	86.34
PULSE TECHNOLO- GIES, INC.	05/18/2023	29547	61.25
STERICYCLE, INC.	05/18/2023	29548	72.63
SNOW COLLEGE	05/18/2023	29549	330.00
General Ledger entry	05/18/2023		452.29
General Ledger entry	05/21/2023		403,175.03
PAYROLL #503	05/22/2023		54.40
PAYROLL #502			
ACCOUNT ANALYSIS FEE			
ALICIA HOERNER, Ph.D. dba BILINGUAL PSYCHOLOGICAL SER- VICES	05/26/2023	29550	1,480.00
Boulder Consulting	05/26/2023	29551	5,797.62
CENTURYLINK	05/26/2023	29552	385.62
CHARTER SCHOOL THERAPY	05/26/2023	29553	4,791.07
DOTCOM THERAPY, LLC	05/26/2023	29554	31,770.30
E-Therapy LLC	05/26/2023	29555	3,883.35
ELUMA LLC	05/26/2023	29556	550.00
Gardner Batt, LLC	05/26/2023	29557	11,084.05
JOSTENS, INC	05/26/2023	29558	637.06
Kevin Knutson	05/26/2023	29559	877.50
Larry H. Miller Theatres	05/26/2023	29560	5,220.00
Pacific Office Automation	05/26/2023	29561	1,099.30

Utah Virtual Academy Reconciliation report

As of 05/31/2023

Account: UTVA Zions Bank Operating

ROCKY MOUNTAIN	05/26/2023	29562	2,368.75	
UNIVERSITY OF				
HEALTH PROFES-				
SIONS				
Shelley Jo Dula	05/26/2023	29563	1,885.00	
Solas Pyschological	05/26/2023	29564	1,781.25	
SPRINGHILL SUITES	05/26/2023	29565	2,335.82	
BY MARRIOTT - LOGAN				
Total Checks and charges			1,752,972.07	0.00

ZIONS BANK®

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

Statement of Accounts

This Statement: May 31, 2023

Last Statement: April 28, 2023

Primary Account [REDACTED]

0032770

1505-06-0000-ZFN-PG0021-00000

UTAH VIRTUAL ACADEMY
 TIFFANY ALLEN
 310 E 4500 S STE 620
 SALT LAKE CITY UT 84107-4266

For 24-hour account
 information, please contact:

1-800-789-BANK (2265)

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

<i>Account Type</i>	<i>Account Number</i>	<i>Checking/Savings Ending Balance</i>	<i>Outstanding Balances Owed</i>
Commercial Analyzed Checking	[REDACTED]	\$5,648,955.74	

COMMERCIAL ANALYZED CHECKING

128 0

<i>Previous Balance</i>	<i>Deposits/Credits</i>	<i>Charges/Debits</i>	<i>Checks Processed</i>	<i>Ending Balance</i>
5,501,212.65	1,900,715.16	1,072,371.43	680,600.64	5,648,955.74

6 DEPOSITS/CREDITS

<i>Date</i>	<i>Amount</i>	<i>Description</i>
05/02	27.80	DEPOSIT 7676041148
05/02	281.97	DEPOSIT 7676041153
05/03	20.93	AMZNGP8QCQZO AmazonSmil 4L3SF88CF0IUCEYREF # 023122005592024 1100193326
05/12	330.00	UTAH VIRTUAL ACA AVIDPA CK29498 REF # 023131003720361 1100167902
05/19	72.04	AMZNCYH35WFE AmazonSmil 6O97DTESG7DBW2EREF # 023138009505820 1100200950
05/31	1,899,982.42	State of Utah UTAHEFT 202305300001767REF # 023151008367574 1100252586

69 CHARGES/DEBITS

<i>Date</i>	<i>Amount</i>	<i>Description</i>
05/02	18,859.01	CORPORATE PYMT TO VSA ***7607 ID: 000002196 2324619043
05/04	404,913.97	Stratus HR EDI PYMNTS 1578880 REF # 023123006058902 1123500068
05/05	32,491.88	Stratus HR EDI PYMNTS 1583770 REF # 023124008240496 1123600497
05/08	18.00	AVIDPAY SERVICE AVIDPAY CK29501 REF # 023128009763153 1125500662
05/08	55.50	AVIDPAY SERVICE AVIDPAY CK29500 REF # 023128009763150 1125500661
05/08	312.50	AVIDPAY SERVICE AVIDPAY CK29502 REF # 023128009763156 1125500663
05/08	942.50	AVIDPAY SERVICE AVIDPAY CK29505 REF # 023128009762909 1125500659
05/08	1,000.00	AVIDPAY SERVICE AVIDPAY CK29504 REF # 023128009763147 1125500660
05/09	279.67	Stratus HR EDI PYMNTS 1589372 REF # 023129001036472 1123200661
05/12	17.01	AVIDPAY SERVICE AVIDPAY CK29508 REF # 023132004444726 1121700671
05/12	30.75	AVIDPAY SERVICE AVIDPAY CK29511 REF # 0231320044445321 1121700681
05/12	32.57	AVIDPAY SERVICE AVIDPAY CK29509 REF # 0231320044445384 1121700687
05/12	44.54	AVIDPAY SERVICE AVIDPAY CK29518 REF # 0231320044445349 1121700685
05/12	60.52	AVIDPAY SERVICE AVIDPAY CK29526 REF # 0231320044445346 1121700684
05/12	66.22	AVIDPAY SERVICE AVIDPAY CK29525 REF # 0231320044445338 1121700682
05/12	76.68	AVIDPAY SERVICE AVIDPAY CK29522 REF # 023132004444744 1121700677
05/12	101.00	AVIDPAY SERVICE AVIDPAY CK29519 REF # 023132004444738 1121700675
05/12	147.06	AVIDPAY SERVICE AVIDPAY CK29521 REF # 023132004444732 1121700673
05/12	163.75	AVIDPAY SERVICE AVIDPAY CK29507 REF # 023132004444741 1121700676
05/12	163.88	AVIDPAY SERVICE AVIDPAY CK29506 REF # 0231320044445341 1121700683
05/12	199.78	AVIDPAY SERVICE AVIDPAY CK29520 REF # 0231320044445390 1121700688
05/12	276.18	AVIDPAY SERVICE AVIDPAY CK29510 REF # 0231320044445318 1121700680
05/12	295.00	AVIDPAY SERVICE AVIDPAY CK29514 REF # 023132004444735 1121700674
05/12	297.93	AVIDPAY SERVICE AVIDPAY CK29524 REF # 0231320044445359 1121700686
05/12	428.68	AVIDPAY SERVICE AVIDPAY CK29517 REF # 023132004444714 1121700668
05/12	461.96	AVIDPAY SERVICE AVIDPAY CK29527 REF # 023132004444747 1121700678



An Easy Approach To Balancing Your Account

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

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

Transfer to Line 9.

PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

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

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

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

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

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

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

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

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

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

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

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

Thank you for banking with Zions Bank.

Visit us online at www.zionsbank.com

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

May 31, 2023
UTAH VIRTUAL ACADEMY

Continued ...

Date	Amount	Description
05/12	585.00	AVIDPAY SERVICE AVIDPAY CK29516 REF # 023132004444717 1121700669
05/12	1,065.00	AVIDPAY SERVICE AVIDPAY CK29515 REF # 023132004445404 1121700689
05/12	1,105.00	AVIDPAY SERVICE AVIDPAY CK29523 REF # 023132004444750 1121700679
05/12	1,168.02	AVIDPAY SERVICE AVIDPAY CK29513 REF # 023132004444723 1121700670
05/12	1,877.02	AVIDPAY SERVICE AVIDPAY CK29512 REF # 023132004445437 1121700690
05/12	2,190.71	AVIDPAY SERVICE AVIDPAY CK29528 REF # 023132004444729 1121700672
05/15	2,800.00	AVIDPAY SERVICE AVIDPAY CK29529 REF # 023135005508079 1125100740
05/15	3,093.75	AVIDPAY SERVICE AVIDPAY CK29532 REF # 023135005508082 1125100741
05/15	3,190.00	AVIDPAY SERVICE AVIDPAY CK29533 REF # 023135005505909 1125100736
05/15	4,286.58	AVIDPAY SERVICE AVIDPAY CK29531 REF # 023135005505912 1125100737
05/15	4,620.00	AVIDPAY SERVICE AVIDPAY CK29534 REF # 023135005508076 1125100739
05/15	5,211.94	AVIDPAY SERVICE AVIDPAY CK29530 REF # 023135005505915 1125100738
05/17	422.64	AVIDPAY SERVICE AVIDPAY CK29537 REF # 023137007637997 1122100641
05/17	7,468.60	AVIDPAY SERVICE AVIDPAY CK29540 REF # 023137007638006 1122100644
05/17	10,601.30	AVIDPAY SERVICE AVIDPAY CK29541 REF # 023137007637994 1122100640
05/17	15,464.00	AVIDPAY SERVICE AVIDPAY CK29538 REF # 023137007638000 1122100642
05/17	29,611.00	AVIDPAY SERVICE AVIDPAY CK29536 REF # 023137007639543 1122100645
05/17	31,335.84	AVIDPAY SERVICE AVIDPAY CK29539 REF # 023137007638003 1122100643
05/19	452.29	Stratus HR EDI PYMNTS 1600853 REF # 023138009506048 1122000363
05/19	403,175.03	Stratus HR EDI PYMNTS 1597872 REF # 023138009008238 1122000115
05/22	54.40	SERVICE AND TRANSACTION FEES
05/22	61.25	AVIDPAY SERVICE AVIDPAY CK29547 REF # 023142000848481 1123401032
05/22	72.63	AVIDPAY SERVICE AVIDPAY CK29548 REF # 023142000849080 1123401036
05/22	86.34	AVIDPAY SERVICE AVIDPAY CK29546 REF # 023142000849077 1123401035
05/22	489.86	AVIDPAY SERVICE AVIDPAY CK29545 REF # 023142000848496 1123401034
05/22	1,200.00	AVIDPAY SERVICE AVIDPAY CK29544 REF # 023142000848484 1123401033
05/22	3,000.00	AVIDPAY SERVICE AVIDPAY CK29543 REF # 023142000849083 1123401037
05/30	385.62	AVIDPAY SERVICE AVIDPAY CK29552 REF # 023150006598374 1125300653
05/30	550.00	AVIDPAY SERVICE AVIDPAY CK29556 REF # 023150006598368 1125300651
05/30	637.06	AVIDPAY SERVICE AVIDPAY CK29558 REF # 023150006598380 1125300655
05/30	877.50	AVIDPAY SERVICE AVIDPAY CK29559 REF # 023150006598365 1125300650
05/30	1,099.30	AVIDPAY SERVICE AVIDPAY CK29561 REF # 023150006598698 1125300663
05/30	1,480.00	AVIDPAY SERVICE AVIDPAY CK29550 REF # 023150006598682 1125300659
05/30	1,781.25	AVIDPAY SERVICE AVIDPAY CK29564 REF # 023150006598688 1125300661
05/30	1,885.00	AVIDPAY SERVICE AVIDPAY CK29563 REF # 023150006598371 1125300652
05/30	2,335.82	AVIDPAY SERVICE AVIDPAY CK29565 REF # 023150006598669 1125300656
05/30	2,368.75	AVIDPAY SERVICE AVIDPAY CK29562 REF # 023150006598377 1125300654
05/30	3,883.35	AVIDPAY SERVICE AVIDPAY CK29555 REF # 023150006598679 1125300658
05/30	4,791.07	AVIDPAY SERVICE AVIDPAY CK29553 REF # 023150006598695 1125300662
05/30	5,220.00	AVIDPAY SERVICE AVIDPAY CK29560 REF # 023150006598674 1125300657
05/30	5,797.62	AVIDPAY SERVICE AVIDPAY CK29551 REF # 023150006598359 1125300649
05/30	11,084.05	AVIDPAY SERVICE AVIDPAY CK29557 REF # 023150006598685 1125300660
05/30	31,770.30	AVIDPAY SERVICE AVIDPAY CK29554 REF # 023150006598708 1125300664

4 CHECKS PROCESSED

Number.....	Date.....	Amount	Number.....	Date.....	Amount	Number.....	Date.....	Amount
29503	05/11	245.38	29542*	05/23	648,533.58	29549*	05/22	330.00
29535*	05/11	31,491.68						

* 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.



May 31, 2023
UTAH VIRTUAL ACADEMY
[REDACTED]
ZIONS BANK

DAILY BALANCES

<i>Date.....</i>	<i>Balance</i>	<i>Date.....</i>	<i>Balance</i>	<i>Date.....</i>	<i>Balance</i>
05/02	5,482,663.41	05/09	5,042,670.32	05/19	4,478,748.07
05/03	5,482,684.34	05/11	5,010,933.26	05/22	4,473,453.59
05/04	5,077,770.37	05/12	5,000,409.00	05/23	3,824,920.01
05/05	5,045,278.49	05/15	4,977,206.73	05/30	3,748,973.32
05/08	5,042,949.99	05/17	4,882,303.35	05/31	5,648,955.74

Utah Virtual Academy Reconciliation report

As of 05/31/2023
Account: PTIF - UTVA

Statement ending balance	5,954,069.65
Deposits in transit	0.00
Outstanding checks and charges	0.00
Adjusted bank balance	<u>5,954,069.65</u>
Book balance	5,954,069.65
Adjustments*	0.00
Adjusted book balance	<u>5,954,069.65</u>

Total Checks and charges Cleared	0.00	Total Deposits Cleared	25,488.42
----------------------------------	------	------------------------	-----------

Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
	REINVESTMENT	05/31/2023		25,488.42	
Total Deposits				<u>25,488.42</u>	<u>0.00</u>

Checks and charges

Name	Memo	Date	Check no.	Cleared	Outstanding
Total Checks and charges				<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACCOUNT

PTIF

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

STACY LINRUD

310 EAST 4500 SOUTH #620

MURRAY UTAH 84107

Account**Account Period**

May 01, 2023 through May 31, 2023

Summary

Beginning Balance	\$ 5,928,581.23	Average Daily Balance	\$ 5,928,581.23
Deposits	\$ 25,488.42	Interest Earned	\$ 25,488.42
Withdrawals	\$ 0.00	360 Day Rate	4.9927
Ending Balance	\$ 5,954,069.65	365 Day Rate	5.0620

Date	Activity	Deposits	Withdrawals	Balance
05/01/2023	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 5,928,581.23
05/31/2023	REINVESTMENT	\$ 25,488.42	\$ 0.00	\$ 5,954,069.65
05/31/2023	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 5,954,069.65



EMBASSY SUITES SALT LAKE CITY/WEST VALLEY CITY
 3524 SOUTH MARKET ST
 WEST VALLEY CITY, UT 84119
 United States of America
 TELEPHONE 801-963-4760 • FAX 801-963-4766
 Reservations
 www.hilton.com or 1 800 HILTONS

UTAH VIRTUAL ACADEMY

Room No: H 1050
 Arrival Date: 5/15/2023 12:00:00 AM
 Departure Date: 5/20/2023 12:00:00 AM
 Adult/Child:
 Cashier ID: NWALKER13
 Room Rate:
 AL:
 HH #
 VAT #
 Folio No/Che 305496 A

UNITED STATES OF AMERICA

EMBASSY SUITES SALT LAKE CITY/WEST VALLEY CITY 5/17/2023 1:11:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
5/15/2023	1198904	BANQ - SERVICE CHARGE 5/8/23	\$425.00
5/15/2023	1198905	BANQ - MEETING ROOM 5/8/23	\$1,700.00
5/15/2023	1198906	BANQ - SERVICE CHARGE 5/9/23	\$175.00
5/15/2023	1198907	BANQ - MEETING ROOM 5/9/23	\$700.00
5/15/2023	1198908	BANQ - SERVICE CHARGE 5/10/23	\$962.50
5/15/2023	1198909	BANQ - MEETING ROOM 5/10/23	\$3,850.00
5/15/2023	1198910	BANQ - SERVICE CHARGE 5/11/23	\$962.50
5/15/2023	1198911	BANQ - MEETING ROOM 5/11/23	\$3,850.00
5/17/2023	1199581	VS *0569	(\$3,000.00)
BALANCE			\$9,625.00

PO Box 160250 Clearfield, UT 84016
 801-773-3200
 Fax 801-773-3265
 www.mssd.com

INVOICE

Bill To: Utah Virtual Academy Attn: Office 310 E 4500 S #620 Murray, UT 84107				Ship To: Utah Virtual Academy Attn: Lacey Robinson Wndrs 310 E 4500 S #620 Murray, UT 84107					
Account Number		500262		Invoice Number		514-238-935			
Date		5/11/23		Your PO		UT-2023-61			
PO Line	ISBN-13	Pub	Pub #	Description	Yr	Ty	Qty	Price	Amount

This Invoice Completes Your PO Number UT-2023-61

 Interested in receiving your invoices electronically? Call us at 801-773-3200 or email accounting@mssd.com

(1)	978-126558525-9	MAC	1265585253	Wonders K Reading/Writing Companion Pkg	23	WB	100	36.00	3600.00
(2)	978-126558642-3	MAC	126558642X	Wonders 1 Reading/Writing Companion Pkg	23	WB	135	27.00	3645.00
(3)	978-126558776-5	MAC	1265587760	Wonders 2 Reading/Writing Companion Pkg	23	WB	120	21.00	2520.00
(4)	978-126558959-2	MAC	1265589593	Wonders 3 Reading/Writing Companion Pkg	23	WB	137	21.00	2877.00
(5)	978-126559204-2	MAC	1265592047	Wonders 4 Reading/Writing Companion Pkg	23	WB	137	21.00	2877.00
(6)	978-126559328-5	MAC	1265593280	Wonders 5 Reading/Writing Companion Pkg	23	WB	155	21.00	3255.00

Comments:

Based on Sales Order 511129519

Subtotal	18,774.00
Shipping	647.70
Sales Tax	0.00
Total Invoice Amount	19,421.70
Paid Amount	0.00
Remaining Balance Due	\$19,421.70

1) This invoice is submitted by Mountain State Schoolbook Depository as an agent for and on the behalf of the Publishers it represents (visit www.mssd.com for list of Publishers).

2) Terms: Net 30 Days.

3) Back Orders will be shipped as soon as possible.

4) Please request permission before returning any items. All returns MUST be in saleable condition (unmarked, in sets and/or bundles and in customized packaging). Please include Return Authorization number on all parcels.

PLEASE SHIP ALL RETURNS TO:
 Mountain State Schoolbook Depository
 Returns Department:
 Freeport Center, BLDG N-7
 Clearfield, UT 84016-1444



PO Box 160250 Clearfield, UT 84016
801-773-3200
Fax 801-773-3265
www.mssd.com

INVOICE

Bill To: Utah Virtual Academy Attn: Office 310 E 4500 S #620 Murray, UT 84107		Ship To: Utah Virtual Academy Attn: WonderWorks 310 E 4500 S #620 Murray, UT 84107	
Account Number	500262	Invoice Number	514-238-934
Date	5/11/23	Your PO	UT-2023-58

PO Line	ISBN-13	Pub	Pub #	Description	Yr	Ty	Qty	Price	Amount
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This Invoice Completes Your PO Number UT-2023-58

Interested in receiving your invoices electronically? Call us at 801-773-3200 or email accounting@mssd.com

(1)	978-126569290-2	MAC	1265692904	Wonders K Student Workspace 1Yr	22	OX	70	49.00	3430.00
(2)	978-126569311-4	MAC	1265693110	Wonders 1 Student Workspace 1Yr	23	OX	90	36.75	3307.50
(3)	978-126569408-1	MAC	1265694087	Wonders 2 Student Workspace 1Yr	22	OX	80	28.00	2240.00
(4)	978-126569834-8	MAC	1265698341	Wonders 3 Student Workspace 1Yr	22	OX	90	28.00	2520.00
(5)	978-126569940-6	MAC	1265699402	Wonders 4 Student Workspace 1Yr	23	OX	90	21.00	1890.00
(6)	978-126584030-3	MAC	126584030X	Wonders 5 Student Workspace 1Yr	22	OX	110	28.00	3080.00
(7)	978-126441232-7	MAC	1264412320	WonderWorks K Student Workspace 1Yr OLA	22	OX	5	21.99	109.95
(8)	978-126441237-2	MAC	1264412371	WonderWorks 1 Student Workspace 1Yr OLA	22	OX	7	21.99	153.93
(9)	978-126441239-6	MAC	1264412398	WonderWorks 2 Student Workspace 1Yr OLA	22	OX	10	21.99	219.90
(10)	978-126441257-0	MAC	1264412576	WonderWorks 3 Student Workspace 1Yr OLA	22	OX	15	21.99	329.85
(11)	978-126441261-7	MAC	1264412614	WonderWorks 4 Student Workspace 1Yr OLA	22	OX	25	21.99	549.75
(12)	978-126441265-5	MAC	1264412657	WonderWorks 5 Student Workspace 1Yr OLA	22	OX	25	21.99	549.75

Comments:

Based on Sales Order 511129518

Subtotal	18,380.63
Shipping	0.00
Sales Tax	0.00
Total Invoice Amount	18,380.63
Paid Amount	0.00
Remaining Balance Due	\$18,380.63

1) This invoice is submitted by Mountain State Schoolbook Depository as an agent for and on the behalf of the Publishers it represents (visit www.mssd.com for list of Publishers).
2) Terms: Net 30 Days.
3) Back Orders will be shipped as soon as possible.
4) Please request permission before returning any items. All returns MUST be in saleable condition (unmarked, in sets and/or bundles and in customized packaging). Please include Return Authorization number on all parcels.

PLEASE SHIP ALL RETURNS TO:
Mountain State Schoolbook Depository
Returns Department:
Freeport Center, BLDG N-7
Clearfield, UT 84016-1444

INVOICE

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

INVOICE NUMBER	20767
INVOICE DATE	06/02/2023
CUSTOMER PO NO	
ORDER NUMBER	20424
CUSTOMER ACCOUNT	UTAH VIRTUAL
SALESPERSON	SARAH BREINHOLT
DUE DATE	06/02/2023
TERMS	DUE UPON RECEIPT
PAGE	1 of 2

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
1.00 EACH	LOBBY T-01 HON SCRAMBLE COFFEE TABLE, 36" DIAM		648.86	648.86
2.00 EACH	SHARED OFFICE X-01 HON CONCINNITY PEDESTAL BACKS		74.70	149.40
3.00 EACH	PRIVATE OFFICE X-05 HON VOI SHELVES		126.41	379.23
2.00 EACH	PRIVATE OFFICE ST-01 HON BOOKCASE		465.87	931.74
1.00 EACH	CONFERENCE T-02 ALLSTEEL TABLE 24"Dx96"W		990.55	990.55
1.00 EACH	BREAK AREA ST-03 HON 2H BOOKCASE		312.05	312.05
1.00 EACH	WORKSTATIONS X-06 HON COAT HOOKS		34.78	34.78
1.00 EACH	STORAGE T-05 HON NESTING TABLE 18"Dx48"W		631.62	631.62
1.00 EACH	FREIGHT FOR MOCKETT PRODUCT		10.00	10.00
3.00 HOURS	DESIGN SERVICES DESIGN SERVICES, TO INCLUDE: AUTOCAD LAYOUTS, SPECIFICATION LIST, FINISH SELECTION, INSTALLATION PLANS FOR INSTALLATION.		65.00	195.00
1.00 Each	LABOR SERVICES LABOR SERVICES: RECEIVE, INSPECT, DELIVER, STAGE, INSTALL AND REMOVE PACKAGING MATERIALS. WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS. STANDARD SITE CONDITIONS ASSUMED. SPACE TO BE FREE & CLEAR, READY FOR		815.00	815.00

INVOICE

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

INVOICE NUMBER	20767
INVOICE DATE	06/02/2023
CUSTOMER PO NO	
ORDER NUMBER	20424
CUSTOMER ACCOUNT	UTAH VIRTUAL
SALESPERSON	SARAH BREINHOLT
DUE DATE	06/02/2023
TERMS	DUE UPON RECEIPT
PAGE	2 of 2

INSTALLATION. ELEVATOR ACCESS ASSUMED (IF NEEDED).			
		FURNITURE:	\$4,078.23
		DESIGN/PM:	\$205.00
		FREIGHT:	\$0.00
		LABOR:	\$815.00
		SUB-TOTAL:	\$5,098.23
		PLEASE PAY THIS AMOUNT:	\$5,098.23

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 Address 475 Half Day Road
Ste. 350
Lincolnshire, Illinois 60069
United States

Created Date 6/9/2023
Expiration Date 5/31/2022
Quote Number 00026205

Prepared By Traci Christopherson
Phone (847) 496-9237
Email tchristopherson@95percentgroup.com

Contact Name Kiely Dewey

Bill To Name Utah Virtual Academy
Bill To 310 E 4500 S Ste 290
Salt Lake City, Utah 84107
United States

Ship To Name Utah Virtual Academy
Ship To 310 E 4500 S Ste 620
Salt Lake City, Utah 84107
United States

Product Description	Product	Sales Price	Quantity	Total Price
95 Phonics Core Program Classroom Kit-Grade K, includes Teachers' Edition, Student Workbooks and Manipulative Sets for 20 students, sound spelling cards, assessments and a subscription to Digital Presentation	PH4000	\$865.00	7.00	\$6,055.00
95 Phonics Core Program Classroom Kit-Grade 1, includes Teachers' Edition, Student Workbooks and Manipulative Sets for 20 students, sound spelling cards, assessments and a subscription to Digital Presentation	PH4001	\$985.00	7.00	\$6,895.00
95 Phonics Core Program Classroom Kit-Grade 2, includes Teachers' Edition, Student Workbooks and Manipulative Sets for 20 students, sound spelling cards, assessments and a subscription to Digital Presentation	PH4002	\$985.00	7.00	\$6,895.00
95 Phonics Core Program Classroom Kit-Grade 3, includes Teachers' Edition, Student Workbooks and Manipulative Sets for 20 students, classroom poster set, assessments and a subscription to Digital Presentation	PH4003	\$985.00	6.00	\$5,910.00
95 Phonics Core Program Classroom Kit-Grade 4, includes Teacher's Edition, Student Workbooks and Manipulative Sets for 20 Students, Classroom Posters, Assessments and a Subscription to Digital Presentation	PH4004	\$1,095.00	3.00	\$3,285.00
95 Phonics Core Program Classroom Kit-Grade 5, includes Teacher's Edition, Student Workbooks and Manipulative Sets for 20 Students, Classroom Posters, Assessments and a Subscription to Digital Presentation	PH4005	\$1,095.00	3.00	\$3,285.00
Shipping & Handling - 10% of printed product	Z8910	\$3,232.50	1.00	\$3,232.50

Subtotal \$35,557.50
Total Price \$35,557.50
Grand Total \$35,557.50

For your planning purposes, please note that effective July 1, 2023, prices for our products and services will increase. All orders for materials that are shipped by June 30 will be processed at current prices.

Limited 30 day return/replacement policy: All product returns require prior approval. Please contact orders@95percentgroup.com to receive authorization. 15% restocking fee on all printed Phonics Lesson Library products. 10% on all other printed products. NO returns on opened shrink wrapped product. Damaged materials (stamped, written on, damaged from usage by client) will not be accepted. All sales are final for 95 Phonics Booster Bundle: Summer School Edition. NO refunds, exchanges or returns.

Tax amounts subject to change based upon applicable laws.

Please fax your quote and purchase order to 847-793-0033

Company Utah Virtual Academy Vendor Aging Report

As of Date: 06/12/2023

Created On: 06/12/2023

Based on: Bill Date As of Date: 06/12/2023

Vendor ID	Vendor	Bill	Bill Date	Due Date	Days	0	1-30	31-60	61-90	91-	Total
V-12959	K12	INV-003-10343	05/11/2023	06/10/2023	33	0.00	0.00	135,645.13	0.00	0.00	135,645.13
		INV-003-10585	05/09/2023	06/08/2023	35	0.00	0.00	19,030.00	0.00	0.00	19,030.00
		INV-003-10385	05/01/2023	05/31/2023	43	0.00	0.00	20,700.00	0.00	0.00	20,700.00
		INV-003-10602	05/01/2023	05/31/2023	43	0.00	0.00	378.00	0.00	0.00	378.00
		INV-003-10430	05/01/2023	05/31/2023	43	0.00	0.00	24,223.00	0.00	0.00	24,223.00
		INV-003-10478	05/01/2023	05/31/2023	43	0.00	0.00	166,058.00	0.00	0.00	166,058.00
		INV-003-10633	05/09/2023	06/08/2023	35	0.00	0.00	9,000.00	0.00	0.00	9,000.00
		INV-003-10586	05/09/2023	06/08/2023	35	0.00	0.00	3,509.00	0.00	0.00	3,509.00
		INV-003-10386	05/01/2023	05/31/2023	43	0.00	0.00	545.00	0.00	0.00	545.00
		INV-003-10603	05/09/2023	06/08/2023	35	0.00	0.00	630.00	0.00	0.00	630.00
		INV-003-10431	05/01/2023	05/31/2023	43	0.00	0.00	128.00	0.00	0.00	128.00
INV-003-10479	05/01/2023	05/31/2023	43	0.00	0.00	11,957.50	0.00	0.00	11,957.50		
					0.00	0.00	391,803.63	0.00	0.00	391,803.63	

Total for V-12959

Grand Totals

0.00	0.00	391,803.63	0.00	0.00	391,803.63
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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-003-10343

INVOICE

Customer

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

Date **5/11/2023**
Order No. _____
Rep _____
FOB _____

Description		TOTAL
For April 2023		
Service Fee	9%	\$ 135,645.13
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		\$ 135,645.13

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 \$ 135,645.13



K12 Management Inc.

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

Invoice No.

INV-003-10385

COM

Invoice

Customer			
Name	Utah Virtual Academy		
Address			
City	State	ZIP	
Phone			

Date	5/1/2023
Order No.	
Rep	
FOB	

Description	TOTAL
Charges for May 2023	
K-8 COMPUTERS UPFRONT K-8	\$ 150.00
K-8 COMPUTERS MONTHLY K-8	\$ 11,970.00
HS COMPUTERS UPFRONT HS	\$ -
HS COMPUTERS MONTHLY HS	\$ 5,580.00
COMPUTERS RECLAMATIONS	\$ 2,500.00
COMPUTERS LOST(DAMAGE)	\$ 500.00
<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>	

Payment Details

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

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

SubTotal	\$ 20,700.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 20,700.00



K12 Management Inc.

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

Invoice No. INV-003-10602

Invoice

Customer	
Name	Utah Virtual Academy
Address	
City	
Phone	

Date	5/9/2023
Order No.	
Rep	
FOB	

Description	TOTAL
IST Fee Monthly	\$ 378.00
SubTotal	\$ 378.00
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 378.00

Payment Details

Wire Details:

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

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



K12 Management Inc

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

Invoice No.

INV-003-10430

MAT

INVOICE

Customer

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

Date 5/1/2023
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for May 2023		
K-8	MATERIALS UPFRONT K-8	\$ 75.00
HS	MATERIALS UPFRONT HS	\$ -
K-8	MATERIALS MONTHLY K-8	\$ 23,648.00
	MATERIALS RECLAMATIONS	\$ 500.00
		\$ -
	MATERIALS ADDITIONAL	\$ -
	DIGITAL MATERIALS	\$ -
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.		
By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.		
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 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	\$ 24,223.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 24,223.00



K12 Management Inc

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

Invoice No. INV-003-10478 OLS

INVOICE

Customer

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

Date 5/1/2023
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for May 2023		
OLS	OLS UPFRONT K-8	\$ 90.00
	OLS MONTHLY K-8	\$ 98,000.00
	OLS UPFRONT HS	\$ 252.00
	OLS MONTHLY HS	\$ 67,716.00
	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	\$ 166,058.00
Shipping	\$ -
	\$ -
	\$ -
	\$ 166,058.00



K12 Management Inc

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

Invoice No. **INV-003-10633**

Invoice

Customer

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

Date **5/9/2023**
Order No. _____
Rep _____
FOB _____

Description	TOTAL
Charges for May 2023	
TESTING COMPUTERS	\$ 9,000.00
TESTING Services	\$ -
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

Wire Details:

Pay: K12 MANAGEMENT INC K12 Management Inc
Bank: PNC BANK PNC Bank
ABA#: 031000053 054000030
Acct#: 5303550723 5303550723

ACH:

Check:

K12 Management Inc
PO Box 824186
Philadelphia PA 19182-4186

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

SubTotal	\$ 9,000.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 9,000.00



K12 Management Inc.

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

Invoice No. **INV-003-10586**

Invoice

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

Date	5/9/2023
Order No.	
Rep	
FOB	

Description	TOTAL
Charges for May 2023	
BLOCK Fee	\$ 3,509.00
<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	\$ 3,509.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 3,509.00



K12 Management Inc.

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

Invoice No.

INV-003-10386

COM

Invoice

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

Date	5/1/2023
Order No.	
Rep	
FOB	

Description	TOTAL
Charges for May 2023	
K-8 COMPUTERS UPFRONT K-8	\$ -
K-8 COMPUTERS MONTHLY K-8	\$ -
HS COMPUTERS UPFRONT HS	\$ 150.00
HS COMPUTERS MONTHLY HS	\$ 270.00
COMPUTERS RECLAMATIONS	\$ 125.00
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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Payment Details

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

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

SubTotal	\$ 545.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 545.00



K12 Management Inc.

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

Invoice No. INV-003-10603

Invoice

Customer	
Name	Utah Virtual Academy Part Time
Address	
City	
Phone	

Date	5/9/2023
Order No.	
Rep	
FOB	

Description	TOTAL
IST Fee Monthly	\$ 630.00
SubTotal	\$ 630.00
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 630.00

Payment Details

Wire Details:

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

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



K12 Management Inc

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

Invoice No.

INV-003-10431

MAT

INVOICE

Customer

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

Date **5/1/2023**
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for May 2023		
K-8	MATERIALS UPFRONT K-8	\$ -
HS	MATERIALS UPFRONT HS	\$ -
K-8	MATERIALS MONTHLY K-8	\$ 128.00
	MATERIALS RECLAMATIONS	\$ -
	MATERIALS ADDITIONAL	\$ -
	DIGITAL MATERIALS	\$ -
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.		
<p>By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& 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	\$ 128.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 128.00



K12 Management Inc

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

Invoice No. INV-003-10479 OLS

INVOICE

Customer

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

Date 5/1/2023
Order No. _____
Rep _____
FOB _____

Description		TOTAL
Charges for May 2023		
OLS	OLS UPFRONT K-8	\$ -
	OLS MONTHLY K-8	\$ 340.00
	OLS UPFRONT HS	\$ 84.00
	OLS MONTHLY HS	\$ 11,533.50
	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.</p> <p>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	\$ 11,957.50
Shipping	\$ -
	\$ -
	\$ -
	\$ 11,957.50



INVOICE

Invoice #: INV2008
Invoice Date: 06/01/2023
Due Date: 06/01/2023

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

Utah Virtual Academy
Proposed Final FY23 and Initial FY24 Budgets with Updated May 2023 Actuals
For Board Consideration and Approval at June 14, 2023 Board Meeting

	Year Ending June 30, 2022	Year Ending June 30, 2023	Year To Date May 31, 2023	Year Ending June 30, 2023	Year Ending June 30, 2024
	Actual	Approved	Actual	Final Budget Pending	SY Prelim Budget Proposed
Net Income					
Income					
Revenue From Local Sources	4,486	0	133,248	158,556	300,300
Revenue From State Sources	24,933,847	20,948,740	19,183,405	20,731,948	20,856,636
Revenue From Federal Sources	1,351,489	1,469,287	702,209	1,797,600	2,092,800
Revenue from Other Sources	619,780	0	0	0	0
Total Income	26,909,602	22,418,027	20,018,862	22,688,104	23,249,736
Expenses					
Instruction/Salaries	7,796,329	7,781,216	6,624,380	8,382,000	10,178,004
Employee Benefits	1,989,885	2,194,022	1,789,631	2,218,800	2,625,600
Purchased Prof & Tech Serv	4,385,809	5,004,378	3,311,934	4,254,000	3,072,312
Purchased Property Services	639,953	1,067,968	726,610	767,260	856,800
Other Purchased Services	349,437	270,937	303,206	359,400	357,000
Supplies & Materials	5,956,095	5,857,345	5,388,888	5,917,620	5,864,400
Property	798,219	215,000	86,206	108,000	60,000
Debt Services & Miscellaneous	162,853	20,000	19,193	166,800	27,000
Total Expenses	22,078,580	22,410,866	16,755,132	22,173,880	23,041,116
Total Net Income	4,831,022	7,161	3,263,730	514,224	208,620

Utah Virtual Academy
Proposed Final FY23 and Initial FY24 Budgets with Updated May 2023 Actuals
For Board Consideration and Approval at June 14, 2023 Board Meeting

	Year Ending June 30, 2022	Year Ending June 30, 2023	Year To Date May 31, 2023	Year Ending June 30, 2023	Year Ending June 30, 2024
	Actual	Approved	Actual	Final Budget Pending	SY Prelim Budget Proposed
Net Income					
Income					
Revenue From Local Sources					
1510 - Interest on Investments	4,087	0	132,599	157,920	300,000
1920 - Contributions and Donations From Private Sources	384	0	262	240	300
1990 - Miscellaneous	3	0	0	0	0
1990-001 - Field Trips	12	0	387	396	0
Total Revenue From Local Sources	4,486	0	133,248	158,556	300,300
Revenue From State Sources					
3005 - Regular School Programs K	389,218	0	196,219	214,056	216,000
3010 - Regular School Programs 1-12	11,281,926	7,744,347	7,986,648	8,524,032	7,789,560
3020 - Professional Staff	871,914	656,250	599,781	654,216	563,400
3100 - Restricted Basic School Programs	4,020,347	4,189,787	3,176,996	3,415,062	3,386,556
3200 - Related to the Basic Programs	5,937,669	5,594,215	5,489,221	5,919,210	6,048,180
3300 - Special Populations	224,272	451,896	109,513	135,876	142,380
3400 - Other Programs	859,230	710,604	677,776	677,040	1,531,800
3500 - One-time Funding	1,106,590	1,151,641	827,227	876,180	860,760
3800 - Non-MSP State Revenues (via USBE)	242,681	450,000	120,024	316,276	318,000
Total Revenue From State Sources	24,933,847	20,948,740	19,183,405	20,731,948	20,856,636
Revenue From Federal Sources					
4200 - Unrestricted Revenue Received From Federal Gov	415,882	0	0	891,600	1,260,000
4500 - Restricted Federal-Received via USBE	0	860,000	0	0	78,000
4522 - IDEA - B -- Pre-School Disabled (Sec 619)	11,841	4,207	0	6,000	7,800
4524 - IDEA - B -- Disabled (PL 101-476)	108,897	280,999	288,881	330,000	324,000
4800 - Federal No Child Left Behind	814,869	324,081	413,328	570,000	423,000
Total Revenue From Federal Sources	1,351,489	1,469,287	702,209	1,797,600	2,092,800
Revenue from Other Sources	619,780	0	0	0	0
Total Income	26,909,602	22,418,027	20,018,862	22,688,104	23,249,736
Expenses					
Instruction/Salaries					
0121 - Salaries - Principals and Assistants	139,964	211,124	153,415	210,000	1,080,000
0131 - Salaries - Teachers	6,974,548	5,912,731	5,135,905	6,480,000	7,342,356
0132 - Salaries - Substitute Teachers	0	35,000	28,732	36,000	42,000
0141 - Salaries - Attendance and Social Work Personnel	81,495	0	0	0	0
0142 - Salaries - Guidance Personnel	200,571	441,568	312,870	390,000	390,000
0144 - Salaries - Psychological Personnel	4,663	0	0	0	0
0152 - Salaries - Secretarial and Clerical Personnel	132,218	233,067	152,750	211,200	221,448
0161 - Salaries - Teacher Aides and Para-Professionals	224,418	947,726	740,619	926,400	942,000
0184 - Salaries - Administrative Technology Personnel	38,452	0	100,089	128,400	160,200
Total Instruction/Salaries	7,796,329	7,781,216	6,624,380	8,382,000	10,178,004
Employee Benefits					
0220 - Social Security	780,320	815,108	682,902	861,000	1,056,000
0230 - Local Retirement	82,535	211,265	106,058	162,000	189,600
0240 - Group Insurance	1,127,030	1,167,649	1,000,671	1,195,800	1,380,000
Total Employee Benefits	1,989,885	2,194,022	1,789,631	2,218,800	2,625,600
Purchased Prof & Tech Serv					
0320 - Professional - Educational Services	889,319	885,915	737,995	840,000	825,000
0330 - Professional Employee Training and Development	221,600	108,515	136,319	168,000	180,000
0340 - Other Professional Services	191,736	204,273	198,162	234,000	180,000
0345 - Business Services	2,980,230	3,730,675	2,183,389	2,940,000	1,836,912
0350 - Technical Services	102,924	75,000	56,069	72,000	50,400
Total Purchased Professional & Technical Services	4,385,809	5,004,378	3,311,934	4,254,000	3,072,312
Purchased Property Services					
0410 - Utility Services	5,884	2,000	1,419	2,200	2,400
0432 - Technology Related Repairs & Maint.	241	0	0	0	0
0440 - Rentals	18,526	16,000	8,271	16,800	18,000
0441 - Rental of Land & Buildings	16,452	139,999	142,581	18,000	150,000
0442 - Rental of Equipment & Vehicles	12,908	28,000	12,425	15,600	24,000
0443 - Rental of Computers & Related Equipment	585,942	879,575	547,124	696,000	660,000
0450 - Construction Services	0	0	13,138	16,800	0
0490 - Other Purchased Property Services	0	2,394	1,652	1,860	2,400
Total Purchased Property Services	639,953	1,067,968	726,610	767,260	856,800
Other Purchased Services					
0518 - Student Day Trips/Field Trips (includes Admission	636	30,921	1,485	6,000	18,000
0522 - Liability Insurance	60,814	64,999	64,390	64,800	66,000
0530 - Communication (Telephone & Other)	132,882	127,500	120,381	144,000	135,000
0540 - Advertising	81,162	0	174	600	12,000

0550 - Printing and Binding	0	2,416	0	0	0
0561 - Student Tuition to other LEAs In State	0	0	9,159	12,000	6,000
0580 - Travel/Per Diem	73,943	45,101	107,617	132,000	120,000
Total Other Purchased Services	349,437	270,937	303,206	359,400	357,000
Supplies & Materials					
0610 - General Supplies	1,625,882	1,713,934	1,280,495	1,536,000	1,530,000
0641 - Textbooks	0	3,590	1,164	1,620	2,400
0642 - E-Textbooks / Online Curriculum	4,082,413	3,933,627	3,915,646	4,146,000	4,140,000
0644 - Library Books	0	12,500	0	0	6,000
0650 - Supplies - Technology Related	57,529	48,194	44,293	48,000	42,000
0670 - Software	190,271	145,500	147,290	186,000	144,000
Total Supplies & Materials	5,956,095	5,857,345	5,388,888	5,917,620	5,864,400
Property					
0710 - Land and Site Improvements	178,440	0	0	0	0
0720 - Building	619,779	0	0	0	0
0730 - Equipment	0	35,000	0	0	18,000
0733 - Furniture and Fixtures	0	180,000	86,206	108,000	42,000
Total Property	798,219	215,000	86,206	108,000	60,000
Debt Services & Miscellaneous					
0810 - Dues and Fees	35,988	20,000	19,193	22,800	27,000
0831 - Interest on Leases	25,823	0	0	36,000	0
0841 - Lease Redemption of Principal	101,042	0	0	108,000	0
Total Debt Services & Miscellaneous	162,853	20,000	19,193	166,800	27,000
Total Expenses	22,078,580	22,410,866	18,250,048	22,173,880	23,041,116
Total Net Income	4,831,022	7,161	1,768,814	514,224	208,620

May 4, 2023

Board of Directors

School

School Address

School Address

You have requested that we audit the financial statements of the governmental activities and each major fund of **School Name** (the School) as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the School's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023, if federal expenditures exceed \$750,000. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

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

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that Management's Discussion and Analysis, Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual – General Fund and Notes to Required Supplementary Information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the

information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

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

Schedule of Expenditures of Federal Awards

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

Data Collection Form

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

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

Audit of the Financial Statements

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

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

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

We will issue a written report upon completion of our audit of the School's basic financial statements. Our report will be addressed to the governing body of the School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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

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

Audit of Major Program Compliance

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

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

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

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

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

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

Management Responsibilities

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

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

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

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

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

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

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

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

Nonattest Services

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

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

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

The School's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

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

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. Our firm will advise the School with regard to tax positions taken in the preparation of the tax return, but the School must make all decisions with regard to those matters.

Fees and Timing

Ken Jeppesen is the engagement partner for the audit services specified in this letter. He will be assisted with the Single Audit portion of the engagement (as necessary) by Paul Skeen. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately July 25, 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fees for the financial statement audit and state compliance procedures will be \$12,500. If a Single Audit is required, these fees will be billed separately. The information return (Form 990) fees are estimated to be \$1,800.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the School's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

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

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

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

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

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

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

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

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

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

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

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

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

MEDIATION

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

LIMITED INDEMNITY

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

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

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

LIMITATION OF LIABILITY

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

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit and information return preparation. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

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

ASSIGNMENTS PROHIBITED

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

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

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

Respectfully,

Kenneth D. Jeppesen, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the School by:

Name: _____

Title: _____

Board Member Annual Commitment to Ethical Behavior

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

Signature_____

Board Member Name

Date

Signature_____

Board Member Name

Date

Signature_____

Board Member Name

Date

Signature_____

Board Member Name

Date

Signature_____

Board Member Name

Date

Signature_____

Board Member Name

Date

Signature_____

Board Member Name

Date

Fraud Risk Assessment

INSTRUCTIONS:

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

Fraud Risk Assessment

Continued

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

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

*Entity Name: Utah Virtual Academy

*Completed for Fiscal Year Ending: 2023 *Completion Date: 06.14.2023

*CAO Name: Meghan Merideth *CFO Name: Dallin Drescher

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

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

* MC = Mitigating Control

Basic Separation of Duties

Continued

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

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

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

Definitions:

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

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

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

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

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

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

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

Elementary LC of the Year

Marie Halander

Nominated by:
Melanie Weight
4th Grade Teacher

Elementary LC of the Year

Megan Stone

Nominated by:

Carrie Justvig

6th Grade ELA Teacher

Elementary LC of the Year

Emily Knuteson

Nominated by:
Kimberly Joham
HS Sped Math



Executive Director Report

UTVA Board Meeting, June 14, 2023

1

SY 23 Enrollment/Retention

2

Academic Update: School
Improvement Plans

3

Sex Education Curriculum and Sex
Education Curriculum Materials
Review Committee

4

Attendance Policy and Data

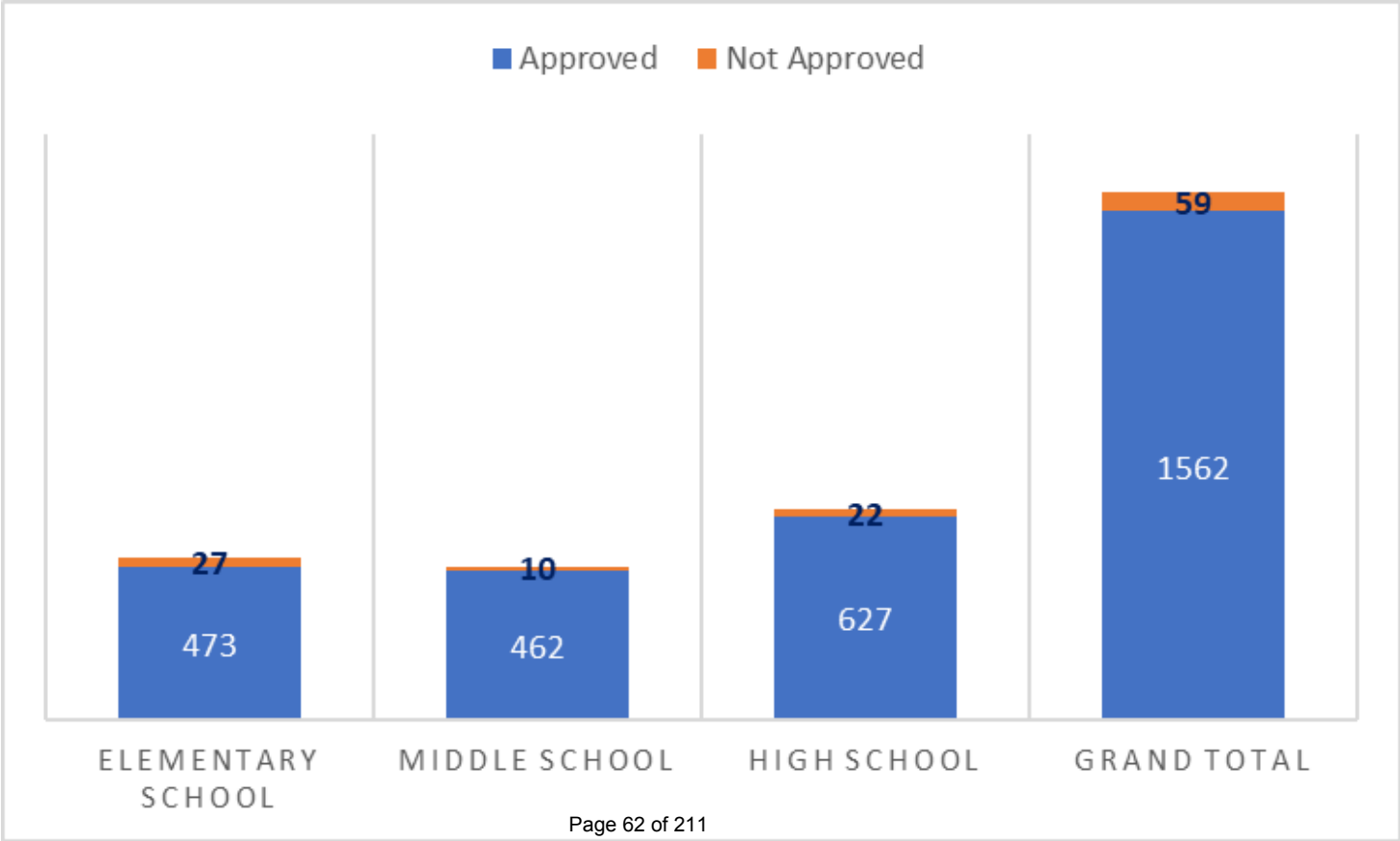
5

Student Conduct and Discipline
Policy and Report

6

Math Competency Report

UTVA Enrollment SY24





Revenue
\$807,468

Course
Enrollments
2628

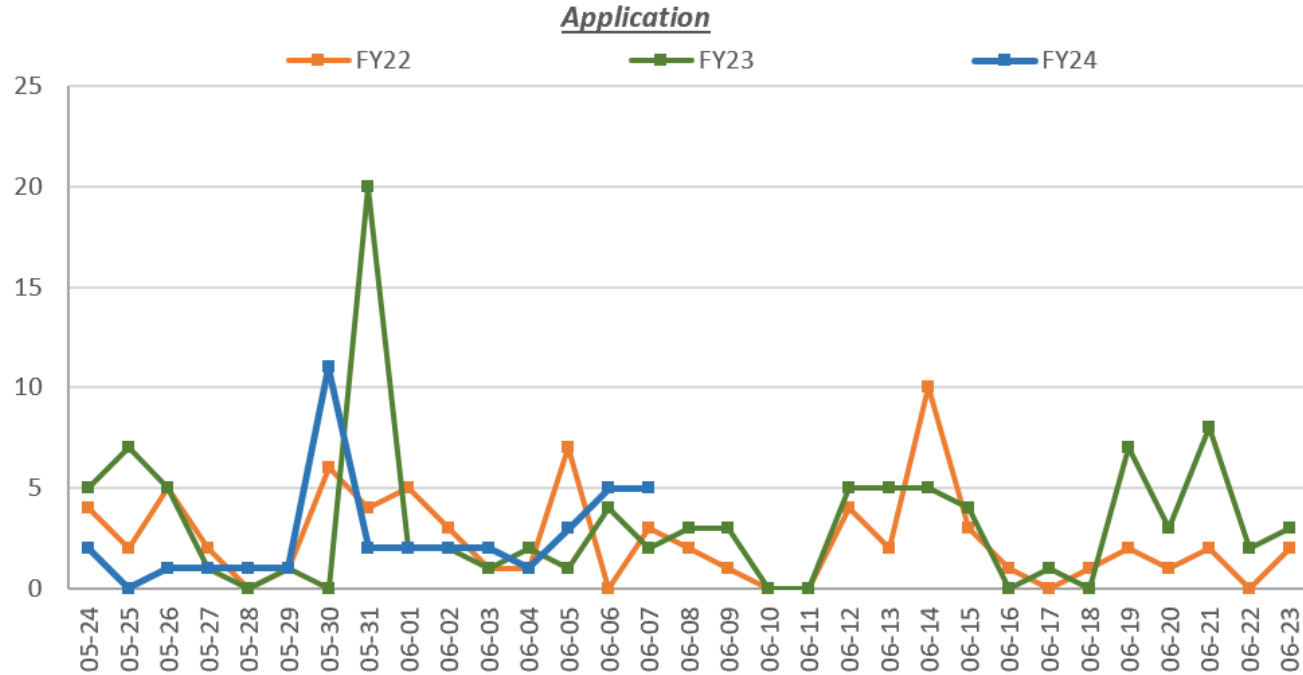
Students
664

Average courses
per student
4 (2.0 credits)

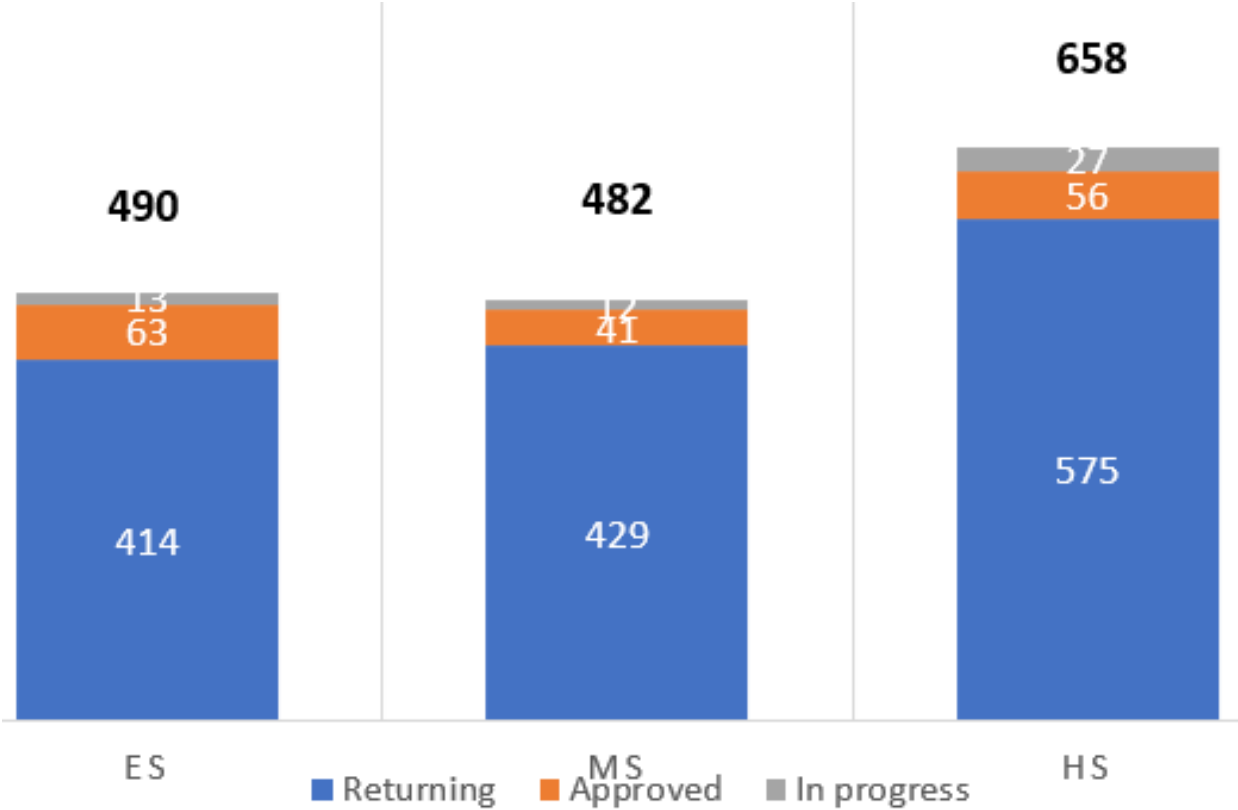
SOEP Fee Schedule

FY 2024 Fee Schedule			
FY 24 Fee Schedule	2023-2024		
FY24 is a 6% increase from FY23	0.25 Credit	0.5 Credit	1.0 Credit
Financial Literacy	150	300	600
Health	150	300	600
Fitness	150	300	600
Digital Studies	150	300	600
Driver Ed	150	300	600
Fine Arts and CTE Core	187	374	748
Social Studies Core	225	450	900
World Language	225	450	900
Language Arts, Math and Science Core	262	524	1048
Concurrent Enrollment	262	524	1048
Other Elective Credits	187	374	748

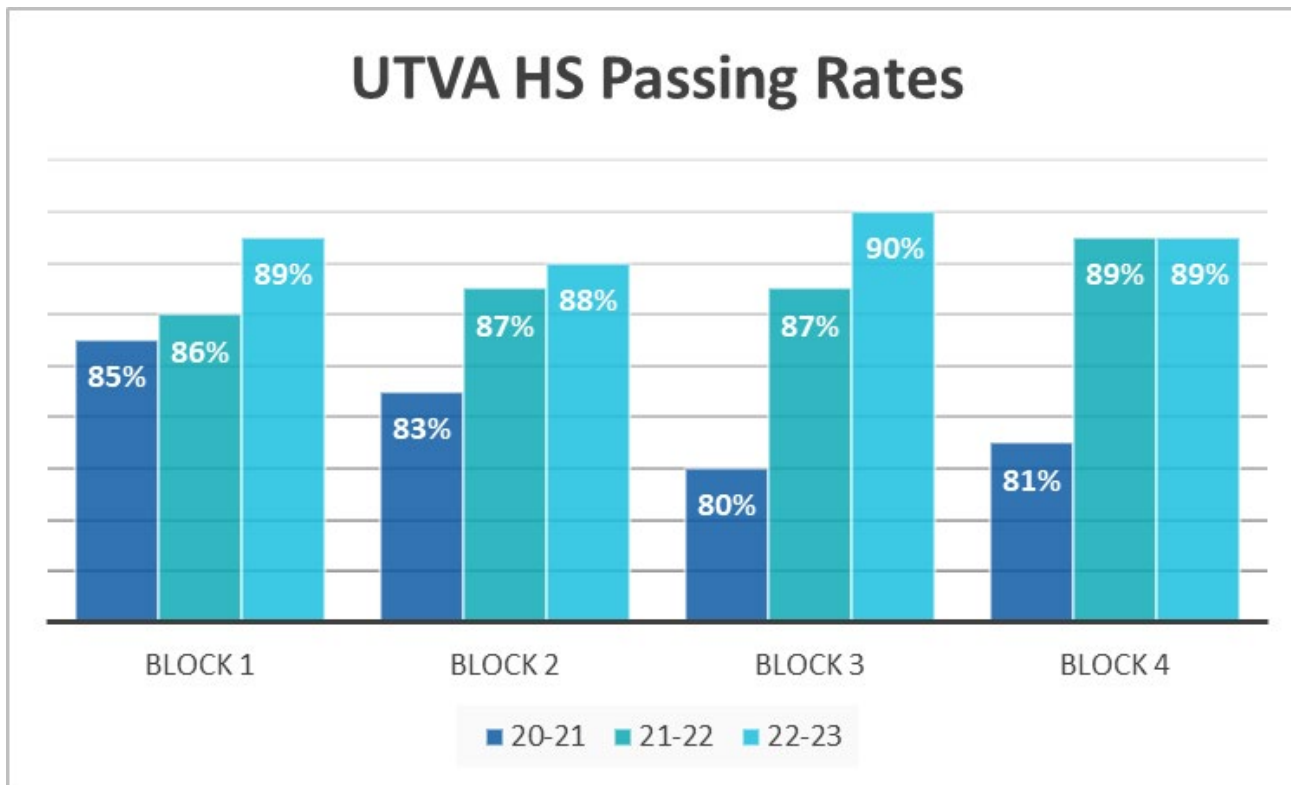
Weekly Enrollment Report: 6.7.23



UTVA Enrollment SY24

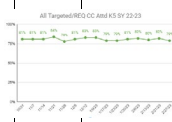



Year Over Year Passing Rate Comparison



[illegible]

2022-23 Action Plan Worksheet													
SIP Goal #2 Implement data tracking processes, protocols, and systems in all decision making and collaborative meetings.													
SIP Team Committee Members: Jaden, Jenny, Leslie, & Christi													
Strategy	If we create and implement PLC team data trackers as a comprehensive data tracking tool and implement data protocols throughout the school community, then our teams will be proficient in gathering, discussing, and using data to inform instruction in order to increase student outcome data.					Data to Collect	Team data trackers (Tier 1 & 3 tabs), ES standards passed off tracker tabs, SFS Async observations, DDI binders, RISE benchmarks.						
Milestone 2.1: Create and implement PLC team data trackers as a comprehensive data tracking tool.													
Details of the Work the School Staff Will Engage In													
Dates	Complete	Action Steps:	What additional resources do we need?	Support Needed:	Timeline:	Person(s) responsible:	What data will we use to track this?	How will we know we successfully completed this action item?	How are we impacting the bottom 25% & Hispanic population?	Artifacts:	Updates/Notes:	Challenges:	Next Steps:
Grade Level Data Trackers													
10/18	TRUE	All teachers know how to work the tracker. Support in PLC with Best Practices	Revise tier 3 tracker to be usable and in compliance with state requirements	Jenny & Kelly come to PLC	by next SIP Nov. 15	Jenny	Grade level trackers tier 3 tab	Data trackers are updated, and teachers are using these trackers in PLC each week to inform instruction.			Asynchronous Review in SFS: to make sure data trackers are up-to-date	-Some teams did not complete trackers as efficiently as they should have been completed -We have a need for additional tracking in progress monitoring and small group instruction	-Each PLC team gives feedback on their tracker and meets with Jenny to make changes as needed -Training during August/Sept for para interventionists, and all teachers on how to progress monitor more effectively, track that data, and use it to inform instruction and BOY/MO/EOY testing timelines
10/18	TRUE	Ask PLC leads how the new tracker is working	time in SIP or PLC meeting	Kiely and Jenny to take info that is gathered and follow up with teams	this SIP meeting Oct. 18	Amy B	Survey for PLC leads	Amy is typing during meeting to show Kiely the results			All teams except 4th filled the survey out. Struggles: filling in data & tier 3 tracking		
		Grade level essential standards tracked & passed off at 75% or higher after 2nd attempt. If not passed at 75% or higher, then student is invited to small group classes for review.		Grade level teachers need to input data promptly, no later than 1 day after giving CFA.	master tracker created by Nov. 15-ongoing tracking pulled monthly	Jenny pull master data, teachers input CFA data on tracker.	Grade level trackers KS Whole school ES tracker	80% of students at each grade level are passing each CFA with 75% or higher after 2nd attempt.					
11/15	TRUE	Teachers know where to pull tier 3 data from to form groups.											
11/15	TRUE	Tier 3 tracking--teachers monitoring for 80% mastery of tier 3 skills/objectives.		Grade level teachers keep tier 3 data updated daily. Weekly do a review of how instruction is going for individual students and adjust as needed.	Nov. 15-ongoing	Grade level teachers	Grade level trackers tier 3 tab	Students show mastery, 80% or higher of a skill before moving to next tier 3 skill or graduating from tier 3 class.					
RISE Benchmarks 3-5th													
	TRUE	Download RISE Browser on all computers by November			By November 30	Jenny W, Camille & Grade level teachers	RISE tracker	All students, grades 3-5, will have RISE secure browser on their computer and ready to participate in RISE Benchmarks by November			-53% downloaded as of 10.31.22 -14 kids left to download it in 5th grade! -11/16 Elise had 38 out of 98 students log in and complete a science benchmark!		
10/18		All 3-5th Teachers give at least 1 RISE benchmark test before winter break.	RISE remote benchmark Training guide		By Dec. 16	Jenny & Camille	RISE Benchmark participation & Completion Reports in TIDE	Students will be able to login to Secure Browser and interact with questions & teacher.					
11/15	TRUE	Practice RISE Benchmarks & practices tests, explicitly teach how to use tools specific to sped and latino population											
11/15	FALSE												
Milestone 2.2: Implement data protocols throughout the school community.													
Details of the Work the School Staff Will Engage In													
Date	Complete	Action Steps:	What additional resources do we need?	Support Needed:	Timeline:	Person(s) responsible:	What data will we use to track this?	How will we know we successfully completed this action item?	How are we impacting the bottom 25% & Hispanic population?	Artifacts:	Update/Notes	Challenges:	Next Steps:
PLC Notice & wonder Protocol Used													
		Ask UEPC to provide learning & practice on protocols for PLC during November LIFT session & set Smart Goals to try these in PLC's			Nov. PLCs-ongoing	Lacey	PLC Team Agendas	PLC leads implement this protocol with their teams. SMART goals set.			SMART goal: PLC Leads use SAVI grid to track at least one PLC before next PLC lead meeting in December. what else??	-Some teams leads still uncomfortable with using protocols within PLC -Teachers needed each protocol modeled before they felt comfortable using it	-Summer PL opportunities for PLC Leads on using protocols to facilitate in PLCs -Use of protocols by admin & leadership team in all meetings: data, SIP, PLC, DDI, coaching, etc. to model and effectively share ways to use protocols -Create bank of effective protocols for staff to use.
11/8	TRUE	PLC leads tracking their conversations on SAVI grid.	UEPC folder		Nov. PLCs-ongoing								
11/8	FALSE												
School wide Standards Day													
		Standards Day planned & carried out to ensure all stakeholders know essential standards that need to be mastered at each grade level.	-Parent guides for mastery of ES at each grade level -Lacey explain in 3-5th why RISE is important & school accountability	Lacey come to each 3-5th curriculum night to explain accountability (RISE benchmarks & summative)	Jan 20	Grade level teams	-Parent Flyers for Curriculum night attendance at curriculum nights	Curriculum Night Outcomes: -Discuss with Learning Coaches where students should be at now & what the EOY goals are (essential standards). -Give parents opportunities to ask questions about the curriculum. -Provide ideas of things at home they can do to support instruction. Include handout that is used by entire team for grade level. -In grades 3-5 Lacey discuss importance of RISE testing.		Parent Night ES guides last years	-Show the slide we made -Make sure Lacey knows to jump into 3-5 for Rise testing discussion during Standards day time. No questions answered. She is just here to inform but if you have questions, please email Lacey at robinson@utahvirtual.org		
11/15	TRUE	Notes on how to implement standards day: day graded level (1 for parent, 1 for student) - day by grade level (replace class that day) why parent come? student project, show a project in class, what can students show? do we do a video or art show? - record - free homework pass for the days lessons earned when they come live, used for any nonlive assignment - January 20 replace classes that day	-something to give away from Megan-Jenny follow up with Lacey/Meghan	excel sheet with times to sign up-checklist item for PLC leads 11/22-Leslie will make it	by Dec. 16 have grade level hand out ready to go	Jenny, Leslie, PLC leads		all grades have uploaded the parent form and slideshow to a google folder		Curriculum Night handouts & Grade level agenda/slides	-Standards Day info for PLC leads		
Track Passing Rate, C/o Attendance (Tier 1 & 3)													
		Teachers trained and know how to track Attd on Stride Tracker									-weekly Stride tracker update & org HERE & in Lacey's KS weekly email.		
11/15	TRUE	Increase whole school passing rate to 90%	ensure teachers are marking off lessons if needed for lessons they teach in live class ensure gradebooks are set up correctly procedure for sending progress reports regularly & helping students	Stride tracker training (more in-depth)	Tracker ready by Nov. 15-ongoing weekly updating	Jenny -data pull/tracking ES tracking by teachers				KS Whole School Tracker	-KS Passing Rate have been 90% or above for all of November!	Whole Group Attd: Row Labels No Yes #1 21% 79% #2 23% 77% #3 15% 85% #4 14% 86% #5 16% 84% #K 13% 87% Grand Total 16% 84%	
11/16	TRUE												

		Teachers have labeled all tier 1 & 3 CC's correctly. Targeted/required. All tier 1 CC's are labeled as Other and all tier 3 classes are labeled as ELA or Math.			By 11/11 all tier 1 & 3 classes are labeled as re/targeted. By 11/22 all tier 1 CC's are labeled as Other and all tier 3 CC's are labeled as ELA or Math for subject.	Jenny put on checklist & follow through with teachers			Wonders: -Does time of day make a difference? 4th grade meets 10-11am, we noticed they had highest attd for small group -1st Grade put attd on their grades -We need a clarifying(step by step) training on how to report educational neglect. We are so lenient. How can we tighten up this process? Is this policy in the student handbook? -Can we look at strategically placing the teacher work days to Fridays before the holiday break? This could be affecting attendance! -Starting March Madness Attd/Program Challenge on Monday, Jenny will make a mock-up of what the data sheet will look like for teachers/students.	Small Group Attd: <table><tr><th>Row Labels</th><th>No</th><th>Yes</th></tr><tr><td>#1</td><td>47%</td><td>53%</td></tr><tr><td>#2</td><td>32%</td><td>68%</td></tr><tr><td>#3</td><td>24%</td><td>76%</td></tr><tr><td>#4</td><td>14%</td><td>86%</td></tr><tr><td>#5</td><td>26%</td><td>74%</td></tr><tr><td>#K</td><td>30%</td><td>70%</td></tr><tr><td>Grand Total</td><td>26%</td><td>74%</td></tr></table>	Row Labels	No	Yes	#1	47%	53%	#2	32%	68%	#3	24%	76%	#4	14%	86%	#5	26%	74%	#K	30%	70%	Grand Total	26%	74%
Row Labels	No	Yes																																
#1	47%	53%																																
#2	32%	68%																																
#3	24%	76%																																
#4	14%	86%																																
#5	26%	74%																																
#K	30%	70%																																
Grand Total	26%	74%																																
11/15	TRUE																																	
		Increase Tier 1 & Tier 3 attendance to 95%.	Lots of teachers labeling classes as other so not counting in ELA and math totals.					KS Whole School Tracker	differentiate tier 1 vs. tier 3 attd data to see where the problem is. then we see what motivation we need. make it 2 separate sessions for math and ela vs making it one big combined session. some grades add attendance as part of their gradebook--should all grades do this? partial points for attending late. In 3rd grade attd is 50% of their grade. Could we mention this at standards day?	-CC Attd/Programs. March Madness. Competition We are liking this competition and the contest for individuals and classes. Maybe we start this at the BOY as an ongoing competition for kids to earn prizes. Mandate that all teachers put Lexia/IM/IXL as grades in gradebook.																								
Lexia Usage																																		
		Increase Tier 3 supplemental reading program Lexia usage 95% each week.		Nov Contest Details	Nov 1 start contest--ongoing			Week 1 Update Week 2 Update Week 3 Update Week 4 Update	Lexia K-3 usage will increase to 95% met each week.	Lexia English Usage targets EL population. 	Lexia Usage as of 10/28 at 79% Lexia Usage as of 11/7 at 81% Lexia Usage as of 1/23 at 75% February contest--class level--teacher level? Discuss in PLCs to do a grade challenge with units passed off.																							
11/1	TRUE				Jenny --data pull/tracking-- send weekly reminder Fri. afternoons Teachers--Reminders & student engagement/follow through Casey R--prize creation/distribution Cami W--send monthly contest info in LC newsletter				Only 39% of K-3 students who are well below or below on Acadience BOY are meeting their Lexia usage goal as of 10/31.																									
		Students will increase to 80% working on grade level material.									At BOY, 43% of students were working on Grade level material. As of 10/28, 53% are working on grade level material. As of 11/7 55% are working on grade level material. As of 1/30 72% are working on or above grade level.																							
11/1	FALSE	Lexia Predictors-- Students on target to meet benchmark by EOY increase to 60%									Lexia Predictors--11/7--Currently at 37% on target to meet benchmark EOY. -As of 1/31 35% are on target to meet benchmark EOY.																							
11/1	FALSE																																	
Imagine Math Usage																																		
		Increase Imagine Math passing rate to 80%.						Imagine Math Tracker			Passing rate as of 11/14 kinder-71%, leading school with avg. 17 lessons passed 1-73%, 10 avg. lessons passed 2-58%, 9 avg. lessons passed 3-67%, 8 avg. lessons passed 4-79%, 8 avg. lessons passed 5-61%, 6 avg. lessons passed																							
11/15	FALSE																																	
		Every student passing 30 lessons in Imagine Math by EOY.						Jenny made IM no login tracker. Inactive, contacting students and making a plan to log in.			1st grade reward is opening up math facts for passing 30 lessons. Most lessons passed per grade contest like March madness contest. Maybe just a reminder to complete your 30 lessons and what are teachers doing for those kids not passing lessons? once they get 30 passed lessons they get a free pizza or something.																							
Progress Monitoring																																		
		Increase PM % to 95% for all below benchmark & well below benchmark in Acadience						PM Tracker			K-3 Currently at 54% of Well below & below students being PM'ed at correct rate. 4-5th currently at 55% of well below & below being PM'ed at correct rate.																							
11/15	FALSE																																	

2022-23 Action Plan Worksheet											
SIP Goal #3 Build productive Professional Learning Communities with targeted and differentiated professional learning tied to the SIP and district goals.											
SIP Team Committee Members: Kylie G, Amy, Camille, Diana											
Strategy	If our PLC's create a collective vision focused on shared ownership of data, improvement, and professional learning and PLC leads are effective communicators and facilitators, then our teams will be strong in their teaching practice which will increase our ELA growth and proficiency on state assessments by 3-5%.					Data to Collect	Team SIP reflection data, team data trackers, observations using protocols, PLC Leads				
Milestone 3.1: PLC's have a collective vision focused on shared ownership of data improvement, and professional learning.											
Details of the Work the School Staff Will Engage In											
Date	Done	Action Steps:	What additional resources do we need?	Support Needed:	Timeline:	Person(s) responsible:	What data will we use to track this?	How will we know we successfully completed this action item?	Artifacts:	Challenges:	Next Steps:
9/6	TRUE	Teacher's will update data trackers before each PLC so that we can review data.			Oct 3rd- Trackers will be updated	PLC Leads share in PLC Lacey will add this as a task in the email for PLC leads - The entire tracker does not need to be filled out. Just what you have done so far needs to be updated. You can change the colors or delete columns that don't work for your team.	Team data trackers are updated weekly and used in PLC meetings to collaborate and inform instruction.		Team data trackers	-Not all PLC leads were committed to the basics of effective PLC meetings: use of protocols, reviewing norms, etc. -Some PLC leads felt they were not ready for leadership -Some PLCs lacked clarity of focus on essential standards aligned to the curriculum -Some PLCs did not schedule in enough time for planning in addition to PLC	-New team of PLC leads with intro interview about expectations, etc. -Facilitating PLCs book sent to each new PLC lead in May to prep for July PL -Schedule new PLC Lead training July 17-19th -Model effective PLC: norms, agenda, protocols, etc. in each PLC lead meeting -Make sure each PLC team has aligned goals to the SIP and reports on those in SIP meetings each month -Planning time scheduled in master schedule on Tuesdays for 90 minutes.
	TRUE	Engagement Team will create a more specific data tracker to use for PLC Collaborate with Priority group #2 to make sure they include questions specific to tier 3 tracker. Each team will have the ELA Tier 3 intervention tab updated weekly and use it in PLC.		Meet together with Lacey to collaborate on what to track	Oct 3rd- Trackers will be updated	PLC leads will share in PLC			Engagement Team Data tracker		
	10/18	TRUE			Reach out to Jenn if support is needed.	November 4th	Leslie	Survey results from Data Team's survey.	We will be able to see if our interventions are working for the students, and make changes as discussed as a team.	Tier 3 ELA intervention tab on team data trackers	
11/15	TRUE	Each person on their team will bring a short clip of their class to watch during PLC. PLC teams will decide what focus and teacher will share.	Guiding Question Sheet	-Camille will create a sheet for us to keep the links and a place to mark off. -Guiding questions to help generate conversation -Lacey will share a protocol with Camille	December 2nd	Camille	We will use the Learning walk document to make sure teams are completing the learning walk	We will know that we have completed the task when all teams have watched each other teach and completed a discussion for each one.	Learning Walk Document		
1/17	TRUE	Use a survey to gather preferences from staff on plans for next year's PLC- created a rating for each type of PL and feedback and questions for in person.	Survey created	Camille will create survey Add to checklist PLC leads will encourage teams to give good honest feedback	February 21	Camille	Survey results				
2/28		Create a PL plan for next year									
7		Learning Walk plan									
8											
9											
10											
Milestone 3.2: PLC Leads are effective communicators and facilitators.											
Details of the Work the School Staff Will Engage In											
Date		Action Steps:	What additional resources do we need?	Support Needed:	Timeline:	Person(s) responsible:	What data will we use to track this?	How will we know we successfully completed this action item?	Artifacts:	Notes	
9/6	TRUE	Read through Lacey's document and give feedback suggestions.			September 27	Cami, Hayley, Leslie					
	FALSE	Lacey Revises and create a pacing guide/Calendar for PLC			October 3	Lacey- still working on this. Want to have it ready by LIFT on November 8		PLC Leads will have this on their trackers and use it to plan 4-6 weeks in advance	PLC Agendas		
10/18	TRUE	PLC Agenda that fits their teams needs and includes the 4 essential questions and have it uploaded to the PLC Folder	https://drive.google.com/drive/folders/1K34Pn1S1Ued7Zoe4GzCDeJskRWkEVjOT	Reach out to Camille or Kelly for help creating an Agenda	November 4th	Hayley	Checklist completion- to make sure all teams are in compliance	Following the 4 essential questions will help PLC's stay focused on student outcomes.	PLC Agenda		
4											
5											
6											
7											
8											
9											
10											

Overall Goal: Increased student learning outcomes for each student.

Area of Focus: Instructional Strategies

GOAL: Shift the focus of classroom instruction from teaching, to a culture of learning, by using research-based tiered instructional strategies that support student progress and learning based on evidence of student mastery.

[SIP at a Glance 2022-23](#)

MTSS Instructional Strategies Monitoring

Milestones/Strategy	Action Steps	Supplemental Supports What accompanying action steps will be implemented to support these student groups?	Evidence of Implementation	Evidence of Impact	STATUS	PERSON(S) Responsible	COMMENTS
1.1 Evaluate our essential standards and develop well-defined learning targets that are rigorous, explicit, transparent, and measurable.	Evaluate the current essential standards using the RISE Blueprints and RISE data from 2021-22 to determine whether teams need to make changes to their essential standards. Make changes, as needed.	Bottom 25%: See note	• BOY PL • MS Vertically Aligned Essential Standards • Essential Standard Support	• Essential Standard Support Responses	In Progress	• Data/Accountability Committee • Instructional Strategies Committee	(student-centered learning, essential standards, learning targets, CFA's, data tracking, rigor) • This is an ongoing process. A PL session took place at BOY PL regarding re-evaluating essential standards. Teachers edit the MS Vertically Aligned Essential Standards document to reflect their current essential standards. • Teachers completed an Essential Standard Support survey so the DIA Committee can offer individualized support, as needed.
	Create a system for determining and writing rigorous and measurable learning targets for each essential standard.	ELL: See note	• Unpacked Essential Standards		In Progress		• BOY PL session took place regarding the unpacking of essential standards to determine appropriate learning targets. • Next step: Routinely communicating the success criteria from the Unpacked Essential Standards to students?
	Provide staff with professional learning opportunities that support the creation of learning targets and how they correlate to student learning outcomes.		• BOY PL		In Progress		• Objectives Professional Learning Presentation (February 2022)
1.2 Develop and implement a plan that ties viable assessment data to our essential standards.	Implement a schoolwide data tracking process for monitoring student outcomes on essential standard assessments, NWEA, and RISE.	Bottom 25%:	• Teacher Data Documents		In Progress	• Data & Accountability Committee	• Teachers update individual data documents with CFA data, and have completed NWEA data dives for BOY and MOY.
	Provide professional learning on how to evaluate the effectiveness of an assessment. (Is it an assessment problem? Or a Tier 1 teaching problem?)	ELL:			Not Started		• Next Steps: Collaborate with Amy to provide resources and PL regarding assessments.
	Continue to work with USBE for the possible implementation of RISE Benchmarks as our essential standard assessments.		• MS Remote Benchmarks		In Progress		• RISE Benchmarks are available for remote administration. • Next Steps: How do we ensure that all students are able to access RISE Benchmarks through the RISE Secure Browser?
	Provide training on how and when to use RISE Benchmarks.		• MS Remote Benchmarks		Complete		• RISE Benchmark training was in-person in January.
1.3 Develop a process to shift the focus of our classrooms from teaching, to a culture of learning, by using instructional strategies that support student progress based on evidence of mastery.	Develop a system for evaluating the benchmark data and the next steps for targeting student learning needs based on the data.				Not Started	• Instructional Strategies Committee	• Next Steps: How do we ensure that all students are able to access RISE Benchmarks through the RISE Secure Browser so that we have enough data to analyze?
	Define what mastery of a standard looks like and how the teachers and the students will know if they have mastered a standard.		• Unpacked Essential Standards		In Progress		
	Develop a basic understanding of competencies aligned with the Portrait of a Graduate with the staff.				In Progress		Every Flipped PL includes a PDF that shows how different resources, including Portrait of a Graduate, relates to the current Professional Learning topic: Portrait of a Graduate Examples: Pages 7-11
	Provide professional learning on (PCBL) Learner Agency with examples of a range of instructional strategies that support demonstrated competency and learner self-assessment.	Bottom 25%: See note ELL: See note	• Self-Reported Student Grading BOY PL		In Progress		BOY PL - SIP 1 Presentation Every Flipped PL includes a PDF that shows how different resources, including Utah's PCBL, relates to the current Professional Learning topic: See Slides 2-3
	Support staff in understanding and implementing Universal Design for Learning Guidelines and how they impact student learning outcomes.		• PL Schedule		In Progress		Scheduled for Feb/Mar 2023. Currently our "flipped" PL's include information on UDL. Every Flipped PL includes a slide with UDL options for further learning such as slide 12 on the Research-Based Grading Practices Part 1 presentation. Slide 22 - What/Why/How/Who Approach to Assessment using UDL

Theory of Action

If we define, teach, and assess the skills needed for mastery of the essential standards in our tiered instruction, then we will achieve higher student growth and proficiency outcomes for all students

Area of Focus: Student Engagement

COAL: Assist students in becoming active participants in evaluating and understanding their own learning in order to ensure their academic success.

Theory of Action

If we create a schoolwide infrastructure where students are empowered daily to make important decisions about their learning experiences, how they will create and apply knowledge, and how they will demonstrate their learning, then students will be engaged in opportunities for deeper learning and increased student outcomes.

Page 73 of 211

Overall Goal: Increased student learning outcomes for each student.

GOAL: Build positive and collaborative relationships within our school and PLC teams while focusing on professional learning that supports student performance data, data-driven outcomes, and increased state accountability outcomes for each student.

SIP at a Glance 2022-23

PLC Data Outcomes & Collaborative Team Monitoring

Milestones/Strategy	Action Steps	Supplemental Supports What accompanying action steps will be implemented to support these student groups?	Evidence of Implementation	Evidence of Impact	STATUS	PERSON(S) Responsible	COMMENTS
3.1 Implement student-focused PLC's based on team norms that support data-driven outcomes based on standards mastery.	Collaboratively define what a "student-focused PLC" looks like.	Bottom 25%: ELL:	• BOY PL - Intended Outcomes of MS PLCs • PLC Agendas		In Progress	• Data/Accountability Committee	
	Create team norms based upon our definition of "student-focused PLC."		• PLC Agendas		In Progress		
	Develop a system (data chain) for using data to guide PLC discussions and target the individual learning needs of each student.		• Data Think Tank		In Progress		• PLC Process with guiding questions is listed in each agenda.
	Provide professional learning that supports a shift in our PLC's from "What is the data?" to "What are we going to do with the data?"		• PLC Agendas		In Progress		
	Create PLC planning documents that help guide PLC discussions based on team norms, team SIP goals, and student data outcomes that include time to reflect on the data and implement next steps in supporting student mastery of the standards.				In Progress		
3.2 Build a system that fosters continuous reflection and understanding of passing rates/grading practices and how they relate to student learning outcomes.	Determine first steps in implementing a standards-based grading system.	Bottom 25%: ELL:	• SBG Team Check-In Agenda		In Progress	• Data/Accountability Committee • Instructional Strategies Committee	Find a pilot team to work with for sem 2 SBG
	Work with predetermined teams to pilot standards-based grading and document the process as it pertains to increased student standards mastery.		• SBG Team Check-In Agenda		In Progress		
	Provide professional learning on what standards-based grading is and how it ties to standards mastery for each student. (Grades are not leverage)		Research-Based Grading Practices PL - Part 1 Slides 5-15		In Progress		Supplement included within Research Based Grading Practices PL - How to Support EL Students When Grading
	Develop a process of monitoring and reflecting on what we grade, why we grade what we do, and how students show mastery of a standard.		• SY22-23 PCBL/SBG Tracker • PCBL/SBG Implementation		In Progress		Proficiency Scales PL Newspod
	Create a school-wide plan that moves us from exploration to full implementation of a standards-based grading system.		• PL Schedule		In Progress		
3.3 Align our instructional practices (Focus Area 1) to our weekly PLC meetings.	Use the system developed in 1.2 for evaluating the benchmark data and the next steps for targeting student learning needs based on the data in our weekly PLC.	Bottom 25%: ELL:	• Teacher Data Documents		In Progress	• Data/Accountability Committee • Instructional Strategies Committee	
	Create PLC's that focus on analyzing the data gathered from instruction/assessment and then develop action steps to target individual student learning outcomes.		• PLC Agendas		In Progress		
	Create a framework, based on student standards mastery, for remediation and extension of instruction.		• PLC Agendas		In Progress		
3.4 Build relationships among staff in order create a positive culture of collaboration that supports student learning.	Create a system that supports building relationships and sense of community among staff.		• SIP Support Committees		In Progress	• Enrichment & Collaboration Committee	
	Develop a system to recognize staff members for special events (birthdays, weddings, other accomplishments)		• Birthdays/ Birthdays/ Gift cards		In Progress		
	Build staff's capacity for a growth-mindset.		• Teacher spotlights		In Progress		
	Promote and oversee staff appreciation opportunities (holiday parties, teacher appreciation week, etc.)				In Progress		



TAKING STOCK: MONITORING & ADJUSTING THE SCHOOL IMPROVEMENT PLAN

As the academic year comes to a close, monitoring the years' work to make adjustments is imperative. As leaders, it is our responsibility to ensure the school improvement plan is implemented in a way that develops sustainable processes and structures, and through inquiry and reflection, we obtain the appropriate data to show what aspects of the plan are completed and which aspects need adjusting. It is also important to maintain an equity lens in which we look to close opportunity gaps, challenge assumptions, and take an assets-based approach to build on students' and families' assets and strengths. Reflecting on this past year (both the accomplishments and challenges), how will we close out this year as strong as we can and move forward with the coming academic school year?

SIP Strategy Review ¹

Directions:

Step 1

- Review: Strategy Performance Measures for each priority area in the [SIP](#).
- Discuss: What progress has been made on the performance indicators?

Step 2

- For each strategy determine the current implementation progress, accomplishments and evidence of implementation, challenges, and next steps.

Priority 1: Student Mastery of Standards

Strategy Performance Measures

What are our indicators of progress for this priority area?

Are we making anticipated progress (e.g., comparing Baseline with Year 1 and Year 2 targets)?

What data are we missing?

¹ Source: Adapted from USBE. (2018) School Improvement Handbook.

Strategy 1.1	Implementation Progress Rating				Accomplishments and Evidence of Implementation	Challenges	Next Steps	
Strategy 1.1 If teachers develop data-tracking systems for student driven use and guide students toward standards mastery then student growth will increase	NS	B	OT	C	https://docs.google.com/document/d/1NazyB6GMCiSmIcr1kBiUZdq-rrTfm9Jf/edit?usp=sharing&oid=103754320388941669331&rtpof=true&sd=true	When meeting with members from each PLC, many expressed their hesitation to implement something that would take a great deal of time. Initial upstart is a big time commitment and can be intimidating.	Strategies must be easily implemented. Strategies must be deliverable for teachers who are starting up. Veteran teachers may share strategies that have been effective for them.	
			X		https://docs.google.com/presentation/d/1UiiGMpx4d_7k2jZwKIPI65geFaURamjs/edit?usp=sharing&oid=103754320388941669331&rtpof=true&sd=true	Members of the SIP 1.1 Committee decided to pioneer a student goal-setting system in each subject. There are examples of each strategy in the PPT.	Create a self-reported grading system that is relevant to each subject.	
					https://docs.google.com/presentation/d/1EYAn-jLvoXE3I0zO-3naKz4CmUtKOPtw/edit?usp=sharing&oid=103754320388941669331&rtpof=true&sd=true	Hopefully, when teachers see each implementation strategy, they may find one that will work for them.	What am I learning? Why am I learning it? How will I know when I learned it?	
					https://teacher.desmos.com/activitybuilder/custom/63bc5a969ed3378db9bf3d19		How can we demonstrate that we have learned it? How can we make student learning visible?	
Strategy 1.2	Implementation Progress Rating				Accomplishments and Evidence of Implementation	Challenges	Next Steps	
	NS	B	OT	C	In History/Electives and CTE in one unit a block, teachers have created separate pathways to learning.	More training and examples in how to create and implement multiple pathways.	School team provides training and examples of what different pathways look like.	
			X		The Science department is creating at least two pathways of	Some units are easier to create multiple pathways than others.		
						Time to create content.		
			X					

Strategy 1.2: If teachers provide students with multiple routes to learning, then they will choose the method(s) leading to growth		X	X		<p>learning for one assignment per unit.</p> <p>The math department feels like they are a little behind. They have tried doing it, but need more examples.</p> <p>ELA has multiple paths within each of their units and continues to make more pathways.</p>		Create a shared protocol for using multiple data points to demonstrate competency
Strategy 1.3 If teachers intentionally track data through various sources, then they will adjust instruction accordingly		X	X		<p>Progress on NWEA, EOY State Testing, CTE Testing, and other EOY testing (show growth), passing rates.</p> <p>Data Sources: NWEA Scores, EOY State Testing Scores, CTE Test Scores, DPA Meetings</p> <p>Teachers will use in class data daily to adjust live instruction.</p> <p>Teachers will hold DPAs to track data and adjust instruction accordingly.</p>	<p>Teachers who don't use NWEA, BOY/EOY teachers create assessments to use.</p> <p>Teachers create pre and post tests to track growth (idea - DESMOS).</p>	<p>Establish times to meet for DPAs and have a system in place to track growth (use PLC time).</p> <p>Work within the PLC group for assessment creation and data tracking strategies.</p> <p>Trainings for new data tracking resources, assessment tools, etc.</p>

Priority 2: College and Career Readiness

Strategy Performance Measures

What are our indicators of progress for this priority area?

Are we making anticipated progress (e.g., comparing Baseline with Year 1 and Year 2 targets)?

What data are we missing?

Strategy 2.1	Implementation Progress Rating				Accomplishments and Evidence of Implementation	Challenges	Next Steps
Strategy 2.1 Create systems and structures that support higher graduation rates for all students	NS	B	OT	C	Increased grad rate Credit recovery structure for identification. MTSS tiers for engagement Increased passing rates	Credit recovery design continuous improvement.	Credit recovery: remediating with continued progress Increase percentage of GRs
		x					
Strategy 2.2	Implementation Progress Rating				Accomplishments and Evidence of Implementation	Challenges	
Strategy 2.2: Create systems and structures that increased indicators of postsecondary readiness for all students	NS	B	OT	C	Increased of CCR indicator Skill cert % higher than state average Mentor/Counselor training collaboration Data tracking and projecting Course scheduling	Data validation (internal systems and USBE data) CE recruitment	Student knowledge and tracking Student recruitment plan
		X					

Utah Law and Policy

Return by
5/31/2023

Utah State Board of Education
Attn: Jodi Parker
Jodi.Parker@schools.utah.gov

Sex Education and Maturation Instruction Assurances

Local Education Agency (LEA): _____ School Year: 2022-23

Health, Science, and Consumer Science Teachers

- ☐ New and newly assigned educators of sex education topics have received USBE sponsored professional development.
- ☐ All veteran assigned educators of sex education topics have received at least one LEA-sponsored update training in the last three years.

LEA Curriculum Materials Review Committee

Committee members must include at least as many parents as school employees

- ☐ Our LEA has an active committee consistent with [R277-474-5\(4\)\(b\)](#)

The committee makeup includes: (Please indicate the **number in each category).**

Administrator(s) (required) ____ District or Charter Administrator ____ Principal or Assistant Principal	School Health Educators (required) ____ Middle School ____ High School
____ Parents (required)	____ Elementary Teacher(s)
____ School Counselor(s)	____ Health Professional (required)
____ School Board Member(s)	____ Other – please explain:

- ☐ Our LEA does not have an active committee in place, but will have a committee functioning by:

Date

Contact Person for Health Education

- ☐ Our LEA does not have a health specialist
- ☐ Our LEA does have a health specialist

Name: _____ Email: _____

Materials/Curricula List and Guest Speakers

Please list or insert link to view the materials, media, and guest speakers approved relating to maturation/sex education instruction in any course

- ☐ USBE recommended materials and/or curricula found at <https://usbe.midaseducation.com/rims>
- ☐ Our LEA uses the following materials recommended by the Curriculum Materials Review Committee, but not by the State Instructional Materials Commission. *If needed, attach a link or a list of materials to this document.*

Please fill out the sections below as necessary.

Curriculum used:

Media used:

Approved Guest Speakers:

Appeals Process Requirements

In accordance with [53G-10-402](#), each LEA governing board must have an appeal and review process for the adoption of instructional materials. Please confirm by checking below and provide a link to the LEA policy for this required process.

- ☐ Our LEA has a policy in place.

Link to appeal and review process: _____

Data Review Requirements for Instruction in Health

A local school board shall review every two years county data on the following: teen pregnancy, child sexual abuse and sexually transmitted disease and infections. In addition, the local board shall review the number of pornography complaints or other instances reported within jurisdiction of the local school board. Please indicate which data was reviewed by the local school board in 2022-2023. Current data can be found here:

<https://tinyurl.com/yrz37963>

- ☐ Teen pregnancy
- ☐ Child sexual abuse
- ☐ Sexually transmitted diseases and infections
- ☐ Number or pornography complaints or other instances reported

Our LEA School materials, whether approved by the State Instructional Materials Committee, selected by the local Board of Education, our Governing Board consistent with 53G-10-402, were adopted in an open board meeting on (date)_____.

LEA Representative Title: _____ **Date:** _____

Signature _____

Utah Virtual Academy
08/17/2022 to 05/31/2023 = 180 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
0	0	78	0	25	53	14040	0	4084	678.00	9278.00	51.54	93.19%
Subtotal	0	78	0	25	53	14040	0	4084	678.00	9278.00	51.54	93.19%
1	0	111	2	30	81	19620	0	4458	1059.00	14103.00	78.35	93.02%
2	0	101	3	37	64	17640	0	4916	672.00	12052.00	66.96	94.72%
3	1	110	1	30	81	19800	0	5277	608.00	13915.00	77.31	95.81%
Subtotal	1	322	6	97	226	57060	0	14651	2339.00	40070.00	222.62	94.48%
4	0	113	0	25	88	20340	0	4407	671.00	15262.00	84.79	95.79%
5	1	132	2	28	105	23580	0	4374	888.00	18318.00	101.77	95.38%
6	0	170	5	34	136	29700	0	6273	1295.00	22132.00	122.96	94.47%
Subtotal	1	415	7	87	329	73620	0	15054	2854.00	55712.00	309.52	95.13%
7	0	194	4	37	157	34200	0	7578	1632.00	24990.00	138.83	93.87%
8	6	250	5	51	205	45180	0	9546	2807.00	32827.00	182.37	92.12%
Subtotal	6	444	9	88	362	79380	0	17124	4439.00	57817.00	321.20	92.87%
9	0	247	5	41	206	43560	0	6697	2487.00	34288.00	190.49	93.01%
10	0	269	16	64	205	45540	0	7433	2964.00	35076.00	194.87	92.05%
11	0	292	24	97	195	48240	0	6962	4793.00	36485.00	202.69	88.39%
12	0	287	18	275	12	48420	0	16312	4838.00	27270.00	151.50	84.93%
Subtotal	0	1095	63	477	618	185760	0	37404	15082.00	133119.00	739.55	89.73%
Grand Total	8	2354	85	774	1588	409860	0	88317	25392.00	295996.00	1644.43	92.05%

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain - Mult. Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E)] X 100 = ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.]

Incident List for Utah Virtual Academy

ID	Title	Incident Type	Incident Date	Incident Location	School
7073	Truancy	UT State Reporting^	5/23/2022 12:00 PM	Off School Grounds^	Utah Virtual Academy
7072	Truancy	UT State Reporting^	5/23/2022 11:59 AM	Off School Grounds^	Utah Virtual Academy
7071	Truancy	UT State Reporting^	5/23/2022 11:57 AM	Off School Grounds^	Utah Virtual Academy
7021	Truancy	UT State Reporting^	5/13/2022 11:28 AM	Off School Grounds^	Utah Virtual Academy
7020	Truancy	UT State Reporting^	5/13/2022 10:59 AM	Off School Grounds^	Utah Virtual Academy
6971	Truancy	UT State Reporting^	5/12/2022 09:23 AM	Off School Grounds^	Utah Virtual Academy
6970	Truancy	UT State Reporting^	5/12/2022 09:19 AM	Off School Grounds^	Utah Virtual Academy
6920	Truancy	UT State Reporting^	5/11/2022 12:36 PM	Off School Grounds^	Utah Virtual Academy
6870	Truancy	UT State Reporting^	5/10/2022 12:39 PM	Off School Grounds^	Utah Virtual Academy
6820	Truancy	UT State Reporting^	5/6/2022 09:29 AM	Off School Grounds^	Utah Virtual Academy
6770	Truancy	UT State Reporting^	5/5/2022 08:54 AM	Off School Grounds^	Utah Virtual Academy
6720	Truancy	UT State Reporting^	5/4/2022 09:05 AM	Off School Grounds^	Utah Virtual Academy
6673	Truancy	UT State Reporting^	4/29/2022 10:07 AM	Off School Grounds^	Utah Virtual Academy
6672	Truancy	UT State Reporting^	4/29/2022 10:03 AM	Off School Grounds^	Utah Virtual Academy
6671	Truancy	UT State Reporting^	4/29/2022 10:01 AM	Off School Grounds^	Utah Virtual Academy
6670	Truancy	UT State Reporting^	4/29/2022 09:57 AM	Off School Grounds^	Utah Virtual Academy
6620	Truancy	UT State Reporting^	4/28/2022 09:23 AM	Off School Grounds^	Utah Virtual Academy
6570	Truancy	UT State Reporting^	4/27/2022 08:54 AM	Off School Grounds^	Utah Virtual Academy
6520	Truancy	UT State Reporting^	4/26/2022 09:02 AM	Off School Grounds^	Utah Virtual Academy
6470	Truancy	UT State Reporting^	4/25/2022 09:47 AM	Off School Grounds^	Utah Virtual Academy
6424	Truancy	UT State Reporting^	4/22/2022 11:34 AM	Off School Grounds^	Utah Virtual Academy
6423	Truancy	UT State Reporting^	4/22/2022 11:33 AM	Off School Grounds^	Utah Virtual Academy
6422	Truancy	UT State Reporting^	4/21/2022 08:05 AM	Off School Grounds^	Utah Virtual Academy
6420	Truancy	UT State Reporting^	4/21/2022 08:02 AM	Off School Grounds^	Utah Virtual Academy

ID	Title	Incident Type	Incident Date	Incident Location	School
6370	Truancy	UT State Reporting^	4/19/2022 09:17 AM	Off School Grounds^	Utah Virtual Academy
6320	Truancy	UT State Reporting^	4/18/2022 09:08 AM	Off School Grounds^	Utah Virtual Academy
6270	Truancy	UT State Reporting^	4/15/2022 10:04 AM	Off School Grounds^	Utah Virtual Academy
6220	Truancy	UT State Reporting^	4/13/2022 09:18 AM	Off School Grounds^	Utah Virtual Academy
6171	Truancy	UT State Reporting^	4/12/2022 09:45 AM	Off School Grounds^	Utah Virtual Academy
6170	Truancy	UT State Reporting^	4/12/2022 09:43 AM	Off School Grounds^	Utah Virtual Academy
6120	Truancy	UT State Reporting^	4/11/2022 10:11 AM	Off School Grounds^	Utah Virtual Academy
6070	Truancy	UT State Reporting^	4/1/2022 12:24 PM	Off School Grounds^	Utah Virtual Academy
5970	Truancy	UT State Reporting^	3/24/2022 09:36 AM	Off School Grounds^	Utah Virtual Academy
5920	Truancy	UT State Reporting^	3/22/2022 09:43 AM	Off School Grounds^	Utah Virtual Academy
5875	Truancy	UT State Reporting^	3/17/2022 07:58 AM	Off School Grounds^	Utah Virtual Academy
5874	Truancy	UT State Reporting^	3/17/2022 07:50 AM	Off School Grounds^	Utah Virtual Academy
5873	Truancy	UT State Reporting^	3/15/2022 07:46 AM	Off School Grounds^	Utah Virtual Academy
5872	Truancy	UT State Reporting^	3/15/2022 07:44 AM	Off School Grounds^	Utah Virtual Academy
5871	Truancy	UT State Reporting^	3/15/2022 07:40 AM	Off School Grounds^	Utah Virtual Academy
5870	Truancy	UT State Reporting^	3/11/2022 07:00 AM	Off School Grounds^	Utah Virtual Academy
5825	Truancy	UT State Reporting^	3/7/2022 10:39 AM	Off School Grounds^	Utah Virtual Academy
5824	Truancy	UT State Reporting^	3/7/2022 10:17 AM	Off School Grounds^	Utah Virtual Academy
5823	Truancy	UT State Reporting^	3/7/2022 10:16 AM	Off School Grounds^	Utah Virtual Academy
5822	Truancy	UT State Reporting^	3/7/2022 10:11 AM	Off School Grounds^	Utah Virtual Academy
5821	Truancy	UT State Reporting^	3/7/2022 10:10 AM	Off School Grounds^	Utah Virtual Academy
5820	Truancy	UT State Reporting^	3/7/2022 10:09 AM	Off School Grounds^	Utah Virtual Academy
5770	Truancy	UT State Reporting^	3/4/2022 09:15 AM	Off School Grounds^	Utah Virtual Academy
5720	Truancy	UT State Reporting^	3/2/2022 09:31 AM	Off School Grounds^	Utah Virtual Academy
5670	Truancy	UT State Reporting^	2/25/2022 07:44 AM	Off School Grounds^	Utah Virtual Academy
5620	Truancy	UT State Reporting^	2/23/2022 10:14 AM	Off School Grounds^	Utah Virtual Academy

ID	Title	Incident Type	Incident Date	Incident Location	School
5571	Truancy	UT State Reporting^	2/15/2022 09:48 AM	Off School Grounds^	Utah Virtual Academy
5570	Truancy	UT State Reporting^	2/15/2022 09:45 AM	Off School Grounds^	Utah Virtual Academy
5520	Truancy	UT State Reporting^	2/14/2022 09:14 AM	Off School Grounds^	Utah Virtual Academy
5472	Truancy	UT State Reporting^	2/11/2022 12:13 PM	Off School Grounds^	Utah Virtual Academy
5473	Truancy	UT State Reporting^	2/11/2022 12:13 PM	Off School Grounds^	Utah Virtual Academy
5470	Truancy	UT State Reporting^	2/11/2022 12:12 PM	Off School Grounds^	Utah Virtual Academy
5471	Truancy	UT State Reporting^	2/11/2022 12:12 PM	Off School Grounds^	Utah Virtual Academy
5423	Truancy	UT State Reporting^	2/8/2022 10:12 AM	Off School Grounds^	Utah Virtual Academy
5422	Truancy	UT State Reporting^	2/8/2022 10:10 AM	Off School Grounds^	Utah Virtual Academy
5421	Truancy	UT State Reporting^	2/8/2022 10:09 AM	Off School Grounds^	Utah Virtual Academy
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5370	Truancy	UT State Reporting^	2/7/2022 11:38 AM	Off School Grounds^	Utah Virtual Academy
5322	Truancy	UT State Reporting^	2/3/2022 09:26 AM	Off School Grounds^	Utah Virtual Academy
5321	Truancy	UT State Reporting^	2/3/2022 09:21 AM	Off School Grounds^	Utah Virtual Academy
5320	Neglect	UT State Reporting^	2/2/2022 08:22 AM	Off School Grounds^	Utah Virtual Academy
5270	Truancy	UT State Reporting^	1/31/2022 07:38 AM	Off School Grounds^	Utah Virtual Academy
5221	Truancy	UT State Reporting^	1/27/2022 12:18 PM	Off School Grounds^	Utah Virtual Academy
5220	Truancy	UT State Reporting^	1/27/2022 12:15 PM	Off School Grounds^	Utah Virtual Academy
5170	Truancy	UT State Reporting^	1/25/2022 09:40 AM	Off School Grounds^	Utah Virtual Academy
5120	Well Child Check	UT State Reporting^	1/24/2022 09:10 AM	Off School Grounds^	Utah Virtual Academy
5075	Truancy	UT State Reporting^	1/20/2022 07:40 AM	Off School Grounds^	Utah Virtual Academy
5074	Truancy	UT State Reporting^	1/20/2022 07:37 AM	Off School Grounds^	Utah Virtual Academy
5071	Truancy	UT State Reporting^	1/19/2022 07:23 AM	Off School Grounds^	Utah Virtual Academy
5070	Truancy	UT State Reporting^	1/14/2022 07:19 AM	Off School Grounds^	Utah Virtual Academy
4970	Truancy	UT State Reporting^	1/13/2022 08:03 PM	Off School Grounds^	Utah Virtual Academy
5021	Truancy	UT State Reporting^	1/13/2022 09:54 AM	Off School Grounds^	Utah Virtual Academy

ID	Title	Incident Type	Incident Date	Incident Location	School
5020	Truancy	UT State Reporting^	1/13/2022 09:53 AM	Off School Grounds^	Utah Virtual Academy
4922	Truancy	UT State Reporting^	1/11/2022 09:53 AM	Off School Grounds^	Utah Virtual Academy
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4871	Truancy	UT State Reporting^	1/7/2022 09:37 AM	Off School Grounds^	Utah Virtual Academy
4870	Truancy	UT State Reporting^	1/7/2022 09:36 AM	Off School Grounds^	Utah Virtual Academy
4920	Abuse	UT State Reporting^	1/7/2022 08:22 AM	Off School Grounds^	Utah Virtual Academy
4921	Abuse	UT State Reporting^	1/7/2022 08:22 AM	Off School Grounds^	Utah Virtual Academy
4822	Truancy	UT State Reporting^	1/5/2022 10:13 AM	Off School Grounds^	Utah Virtual Academy
4823	Truancy	UT State Reporting^	1/5/2022 10:13 AM	Off School Grounds^	Utah Virtual Academy
4821	Truancy	UT State Reporting^	1/5/2022 10:12 AM	Off School Grounds^	Utah Virtual Academy
4770	Truancy	UT State Reporting^	1/4/2022 09:17 AM	Off School Grounds^	Utah Virtual Academy
4722	Truancy	UT State Reporting^	1/3/2022 09:07 AM	Off School Grounds^	Utah Virtual Academy
4721	Truancy	UT State Reporting^	1/3/2022 09:06 AM	Off School Grounds^	Utah Virtual Academy
4720	Truancy	UT State Reporting^	1/3/2022 09:05 AM	Off School Grounds^	Utah Virtual Academy
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4678	Truancy	UT State Reporting^	12/21/2021 12:14 PM	Off School Grounds^	Utah Virtual Academy
4674	Truancy	UT State Reporting^	12/21/2021 12:13 PM	Off School Grounds^	Utah Virtual Academy
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4670	Truancy	UT State Reporting^	12/21/2021 12:10 PM	Off School Grounds^	Utah Virtual Academy
4620	Well Child Check	UT State Reporting^	12/14/2021 07:58 AM	Off School Grounds^	Utah Virtual Academy
4570	Truancy	UT State Reporting^	12/2/2021 10:49 AM	Off School Grounds^	Utah Virtual Academy

ID	Title	Incident Type	Incident Date	Incident Location	School
4520	Truancy	UT State Reporting^	12/1/2021 02:49 PM	Off School Grounds^	Utah Virtual Academy
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4470	Truancy	UT State Reporting^	11/29/2021 08:58 AM	Off School Grounds^	Utah Virtual Academy
4420	Truancy	UT State Reporting^	11/23/2021 09:35 AM	Off School Grounds^	Utah Virtual Academy
4374	Truancy	UT State Reporting^	11/22/2021 10:05 AM	Off School Grounds^	Utah Virtual Academy
4373	Truancy	UT State Reporting^	11/22/2021 10:03 AM	Off School Grounds^	Utah Virtual Academy
4372	Truancy	UT State Reporting^	11/22/2021 10:02 AM	Off School Grounds^	Utah Virtual Academy
4371	Truancy	UT State Reporting^	11/22/2021 10:00 AM	Off School Grounds^	Utah Virtual Academy
4370	Truancy	UT State Reporting^	11/22/2021 09:58 AM	Off School Grounds^	Utah Virtual Academy
4321	Truancy	UT State Reporting^	11/17/2021 08:13 AM	Off School Grounds^	Utah Virtual Academy
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4171	Truancy	UT State Reporting^	11/5/2021 09:59 AM	Off School Grounds^	Utah Virtual Academy
4170	Truancy	UT State Reporting^	11/5/2021 09:54 AM	Off School Grounds^	Utah Virtual Academy
4120	Truancy	UT State Reporting^	11/4/2021 09:01 AM	Off School Grounds^	Utah Virtual Academy
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3921	Truancy	UT State Reporting^	10/28/2021 09:02 AM	Off School Grounds^	Utah Virtual Academy
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3870	Well Child Check	UT State Reporting^	10/27/2021 08:31 AM	Off School Grounds^	Utah Virtual Academy
3822	Truancy	UT State Reporting^	10/26/2021 09:18 AM	Off School Grounds^	Utah Virtual Academy
3821	Truancy	UT State Reporting^	10/26/2021 09:17 AM	Off School Grounds^	Utah Virtual Academy

ID	Title	Incident Type	Incident Date	Incident Location	School
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3771	Neglect	UT State Reporting^	10/25/2021 02:30 PM	Off School Grounds^	Utah Virtual Academy
3770	Truancy	UT State Reporting^	10/25/2021 09:18 AM	Off School Grounds^	Utah Virtual Academy
3725	Truancy	UT State Reporting^	10/19/2021 09:59 AM	Off School Grounds^	Utah Virtual Academy
3723	Truancy	UT State Reporting^	10/19/2021 09:58 AM	Off School Grounds^	Utah Virtual Academy
3724	Truancy	UT State Reporting^	10/19/2021 09:58 AM	Off School Grounds^	Utah Virtual Academy
3722	Truancy	UT State Reporting^	10/19/2021 09:57 AM	Off School Grounds^	Utah Virtual Academy
3721	Truancy	UT State Reporting^	10/19/2021 09:56 AM	Off School Grounds^	Utah Virtual Academy
3720	Truancy	UT State Reporting^	10/19/2021 09:55 AM	Off School Grounds^	Utah Virtual Academy
3672	Truancy	UT State Reporting^	10/15/2021 12:52 PM	Off School Grounds^	Utah Virtual Academy
3671	Truancy	UT State Reporting^	10/15/2021 12:51 PM	Off School Grounds^	Utah Virtual Academy
3620	Truancy	UT State Reporting^	10/14/2021 09:22 AM	Off School Grounds^	Utah Virtual Academy
3521	Truancy	UT State Reporting^	10/12/2021 12:08 PM	Off School Grounds^	Utah Virtual Academy
3520	Truancy	UT State Reporting^	10/12/2021 12:05 PM	Off School Grounds^	Utah Virtual Academy
3670	Well Child Check	UT State Reporting^	10/12/2021 07:19 AM	Off School Grounds^	Utah Virtual Academy
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3421	Truancy	UT State Reporting^	10/7/2021 09:33 AM	Off School Grounds^	Utah Virtual Academy
3420	Truancy	UT State Reporting^	10/7/2021 09:31 AM	Off School Grounds^	Utah Virtual Academy
3370	Police Well Child Check	UT State Reporting^	10/5/2021 09:00 AM	Off School Grounds^	Utah Virtual Academy
3320	Truancy	UT State Reporting^	10/4/2021 08:53 AM	Off School Grounds^	Utah Virtual Academy
3270	Truancy	UT State Reporting^	9/24/2021 02:22 PM	Off School Grounds^	Utah Virtual Academy
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ID	Title	Incident Type	Incident Date	Incident Location	School
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3032	Truancy	UT State Reporting^	8/31/2021 11:32 AM	Off School Grounds^	Utah Virtual Academy
3030	Truancy	UT State Reporting^	8/31/2021 11:31 AM	Off School Grounds^	Utah Virtual Academy
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3027	Truancy	UT State Reporting^	8/31/2021 10:49 AM	Off School Grounds^	Utah Virtual Academy
3025	Truancy	UT State Reporting^	8/31/2021 10:48 AM	Off School Grounds^	Utah Virtual Academy
3026	Truancy	UT State Reporting^	8/31/2021 10:48 AM	Off School Grounds^	Utah Virtual Academy
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3022	Truancy	UT State Reporting^	8/31/2021 10:44 AM	Off School Grounds^	Utah Virtual Academy

Math Competency Report

R277-700-9

AP (3 or higher)

0

IB

0

CLEP

0

ACT Math (26
or higher)

4

CE Math (C or
higher)

7

1.0 Math Credit
(Senior Year)

58

Marketing Agenda

1

Local Marketing Strategy

2

National Enrollment Strategy

3

Be Kind 365 National Campaign

The Product Marketing Team

Our Role

- Understand what makes your school unique, its strengths and areas to seek improvement
- Market your school, drive awareness and enrollment
- Serve as liaison between school and other Stride corporate teams
- Champion your school with internal and external partners

Team Structure

- Led by Roger Welch, Sr. Director Product Marketing
- 6 team members
- Product Marketer supporting UTVA
 - Beth Honcharski, Product Marketing Sr. Manager, primary POC
 - Local Agency Support – A. Cory Maloy, Maloy PR
 - Ken Schwartz – Sr. Manager Corporate Communications

Local Marketing Strategy

Priority Focus: Local Marketing Strategy

Utah Virtual Academy is your local school, delivered virtually.



We Are Local



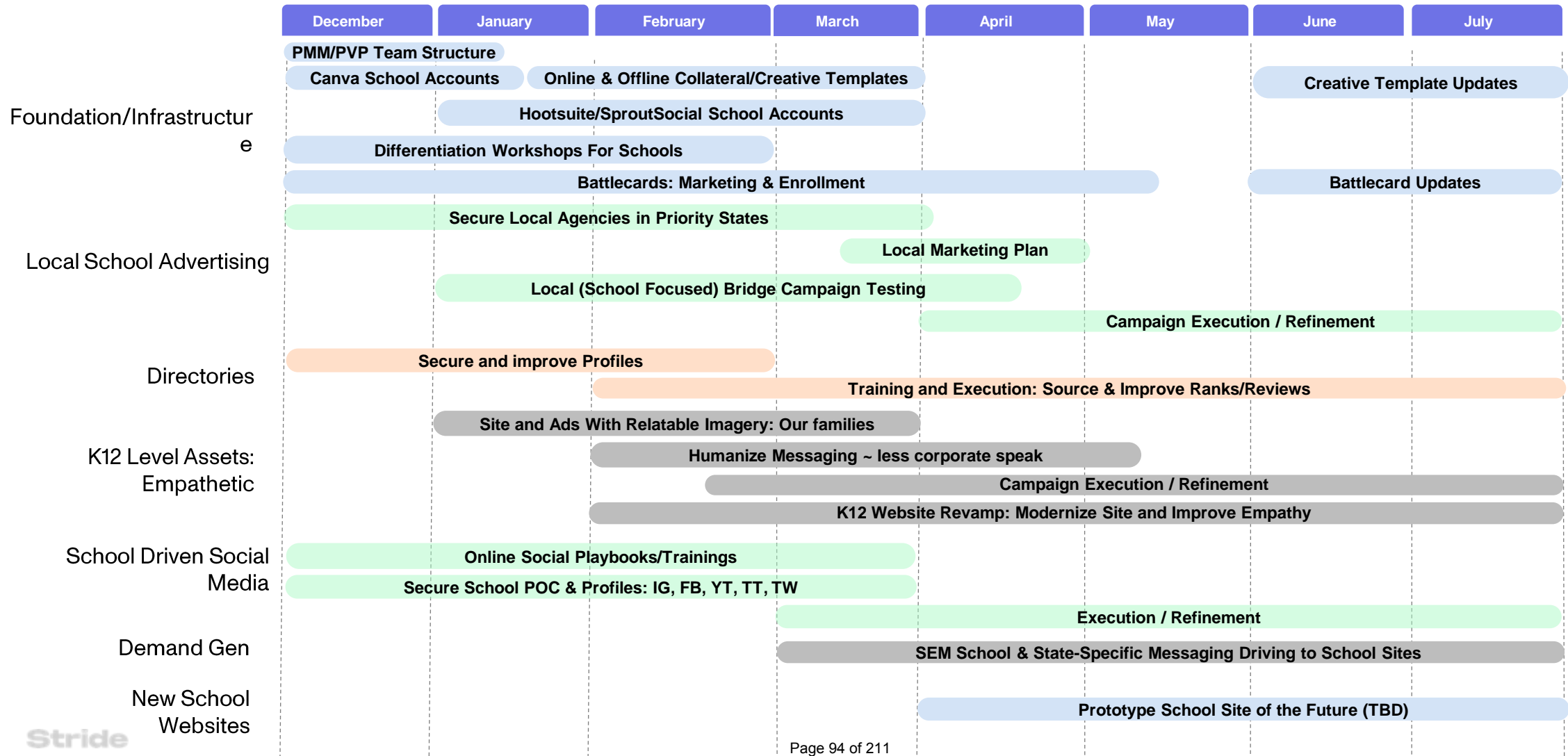
You're Not Alone



This is Who We Are

- Enhanced differentiation & value proposition: integrate what makes your school unique into core messaging
- Empower parents, students and staff to tell our story
- Highlight school successes and students' outcomes
- Build local awareness through empathetic, relatable messaging

Local Marketing Overview



Brainstorm- Value / Features / Outcomes

Each participant should begin in the "solo brainstorm space" by silently brainstorming ideas and placing them into the template. This "silent-storming" avoids group-think - go for quantity. And "think outside of the box".

7 minutes

QUESTION

What are we promising to students and their families?

Future preparation- college and career

We will provide students with certifications and WBL experiences that allow students to be successful employees out of HS

CTSO Opportunities
Work Based Learning
Career Based Experiences
Career and college readiness
Concurrent Enrollment opportunities
Post Secondary Planning and Readiness via quarterly meetings
Graduation with more than a diploma
career exploration

Flexibility / Blended Learning

Flexibility in exploring student interests and passions in relation to education
Blended environment - virtual school with in person learning opportunities in work based learning
Flexible learning environment

Hands on learning

Mobile Lab
Field Trips and Hands-On Experiences
Academic Lab for Special Education

Supportive and Collaborative Environment

Student Collaboration
Individualized
Supportive staff from all sections of the school
Highly Qualified teaching staff
Connection to staff and other students
Accepting Environment
Creating a trusting academic environment for students
3rd party accreditation; outside CO Dept of Ed assurances
Unique education

QUESTION

What are our key features?
What the product does, describing which attributes set it apart from the competition.

Career experiences

Medical Mobile Lab
Mobile Lab makes health sciences field requirements more accessible
Mobile Lab
Meaningful WBL experiences inside and outside the classroom
Career learning opportunities for all - equity - mobile lab

Career education

Career Education Experiences and Connections
Certifications for specific courses
Diverse pathways for students
Only online school with approved CTE program-FACT CHECK
Virtual and blended school with career ready opportunities (certs, WBL, PBL)

Unique Career Electives / Explore Interests

Increased opportunities to follow passions and interests
Unique electives
Graduate with a unique set of skills
unique electives
Unique learning experiences
Fun electives that other schools don't offer
18 pathways in CTE - unique to our regional competitors
Opportunities to explore interests

Available t1 learning; small group

Great communication of staff to families

College Credit

Concurrent enrollment opportunities (college credit)
the value of offering concurrent enrollment opportunities to all students who will be successful in college-level courses
Project Based Learning

3-assessments designed to ensure proper instruction levels for students

Growth Based Model of Education

Flexibility

Freedom, time and learning schedule
real time access to staff and teachers M-F, school access 24/7
Flexibility with support and accountability

Credit Recovery

In year credit recovery
Truncated Course Length for credit deficient students who can make up classes in less time
Block schedule or Trimester schedule for seniors who need to acquire more credits in short amount of time

QUESTION

What are (intended) outcomes?

Career training and certification

Certification based on pathways and career interests
networking with industry partners leading to opportunities for internships and job placement

Students that are better prepared to attain and be successful in their chosen career path

Unique feeder school for CTE secondary education

Graduates that are well prepared for college or career
industry based certifications

Opportunity for career placement after high school

Graduates that have experience and education in various needed careers

Graduates with more than a diploma - certs, WBL experience, soft skills

Teacher Specialization and Connection to Student Learning

Increased student engagement and investment

2

Brainstorm- Competitors

Each participant should begin in th brainstorming ideas and placing th avoids group-think - go for quant

7 minutes

QUESTION

What do we do better than competitors in the market?

Career Learning

Online CTE
Unique opportunities
Career Learning

WBL experiences that are meaningful to students and their pathways

Offer several field trips and educational tour opportunities annually and on student demand

Only online school in CO approved CTE programs

Graduation Rates

HS Graduation rates among the best in online schools in CO

Graduation Rates

Highest Performing Online School

Student needs and accountability

Meeting students' individual needs
Student accountability

Mobile lab

Close transportation gaps with use of our mobile lab
Mobile lab
Community involvement

Flexibility / accessibility

Great communication with families
Offer learning flexibility
CODCA makes curriculum accessible to all students at all learning levels

Offer a school and life balance for students - effective communication

staff-Student relationships

Individualized learning

Teachers

United staff with common goal
Retention of Teachers?

School Differentiation Workshop: Collaborative Approach



**Living doc updated
by PMM**

Product: Utah Virtual Academy (UTVA/UTVA-PT)	Target Audience: Parents of K-12 graders in UT		Business: MPS	
Customer Value Proposition Utah Virtual Academy (UTVA) is a full-time online public school for students in grades K-12. We're dedicated to inspiring and empowering students through an education experience tailored to each child's needs.	Competitors What they do <div> <div>Better</div> <div>Worse</div> </div>		Executive Sponsor: Cindy Wright	
Key Features/Benefits	Stride K12 Virtual Offerings: CAU K-12 (?)		Product Owner/SME: Meghan Merideth	
Personalized, tuition-free, quality education: all materials are shipped to families for free (UTVA) <ul style="list-style-type: none"> • Loaner computers for those that meet income eligibility (UTVA only, NOT UTVA-PT) • Engaging curriculum, <u>research based</u> materials and practices in classrooms • Individualized, live class instruction that is differentiated for all tiers of instruction • Small group instruction as needed for students below grade level • Highly qualified, caring teachers and staff • ELL support Flexibility <ul style="list-style-type: none"> • Opportunities for asynchronous learning for those who qualify • Elective offerings • SOEP Safe place for all students to come and feel welcome and know they belong Family engagement <ul style="list-style-type: none"> • Social opportunities within the virtual environment as well as in regional areas. • Family partnerships (?) • Clubs, student government, dances (clubs include SkillsUSA, National FBLA, Utah State FBLA, and FCCLA) 7th and 8th graders can earn high school credits PT classes CTE pathways <ul style="list-style-type: none"> • 7 career fields, 9 pathways *please see comment from Lindsey for all fields and pathways* Credit recovery Student growth and success Post secondary success <ul style="list-style-type: none"> • College and career ready students • Career skills and certifications • 3Es (Employ, Enroll, Enlist) 	Utah Online School <ul style="list-style-type: none"> • <u>Asynch</u> courses • Student schedules • Staying off radar (connections hides under bigger schools) Utah Connections Academy <ul style="list-style-type: none"> • Marketing • Getting parent/student reviews Provo <u>g</u>school Mountain Heights Academy (grades 7-12)		Value to Stride <ul style="list-style-type: none"> • Capitalize on the student population/demand within the state of Utah. 	
Proof Points Insert reasons why this product is great, or better than the competition. Can be ratings, rankings, awards, reviews, satisfaction scores, etc... What can we list here? Testimonials/reviews? Graduation rate data?	Brick and Mortar Schools <ul style="list-style-type: none"> - Follow the "traditional" model that families know -No LC needed 		Product Metrics <ul style="list-style-type: none"> • Enrollment Goal: • Parent Satisfaction Surveys • Retention • Niche.com: B- 	
	What we need to do to win <ul style="list-style-type: none"> • Get students and families to share their UTVA/UTVA-PT experience • Online reviews (google, social media) • Improved ranking on directory sites (niche.com, greatschools.org, publicschoolreviews.com, google business) • Improved brand organic social brand awareness. • Improved awareness of PT (SOEP) offerings 		Where audience can find it <div> <div> https://utva.k12.com/ Facebook Instagram (?) YouTube (?) </div> <div> Niche.com GreatSchools.org PublicSchoolReview.com Google Listing </div> </div>	
			Scorecard <div> <div> Value Prop Strength (Product-Market Fit, Differentiation, Proof Points) </div> <div> Customer Experience/Journey </div> <div> Presentation and Content </div> </div>	
			Last Update: 2/9/23	

Key Messaging Informs Marketing

We focus on the individual needs, and interests of students and families, helping them reach their academic goals.

- High Quality Instructional Support from Utah-Licensed Teachers
- Personalized instruction and support
- Programs for advanced learners and special education
- Career-focused electives in high-demand fields
- Preparation for industry-recognized certifications
- Socialization: Field trips, extracurricular activities, community service, and clubs
- Part-time options for grades 7-12



Every Student...Every Class...Every Day

At UTVA we focus on the individual needs, desires, and interests of our students and families, and we will do everything we can to help our students reach their academic goals.

Our approach is tailored to meet the unique needs of every child, no matter where the child lives in Utah. Our UT-licensed teachers are out in the communities across the state for face-to-face academic instruction, hosting academic outings, and even social events.

We go a step beyond most schools by offering not only college-level courses, but also career pathways and classwork designed to help our students be better prepared for careers after high school.

Local Playbook Marketing Assets

School branded / customizable templates in Canva for UTVA

- Brand kit (logos, colors, fonts)
- Social media static image template for posts
- Facebook cover photo
- Business card and letterhead
- Brochures, flyer, and one-sheet
- Display banner ads for desktop and mobile
- Video graphics template (3 sizes for post, story and YouTube)
- PowerPoint presentation
- Zoom background



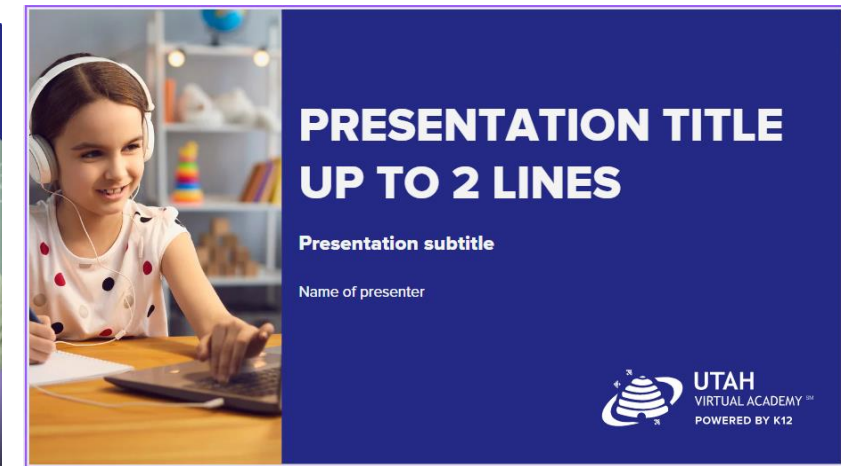
Customizable video



Business Card



Social Media Post



PowerPoint

Local Agency: Paid Media



Local Agency: Earned Media

- UTVA Commencement
- Drafting: Troy Podmilsak- Olympic Skier
- Drafting: Madeline Kahl- Valedictorian
- Drafting: Meghan Merideth, Utah expert (guide) to school choice
 - Focus on Part-Time leading to fulltime enrollment at UTVA

No coverage to report yet.

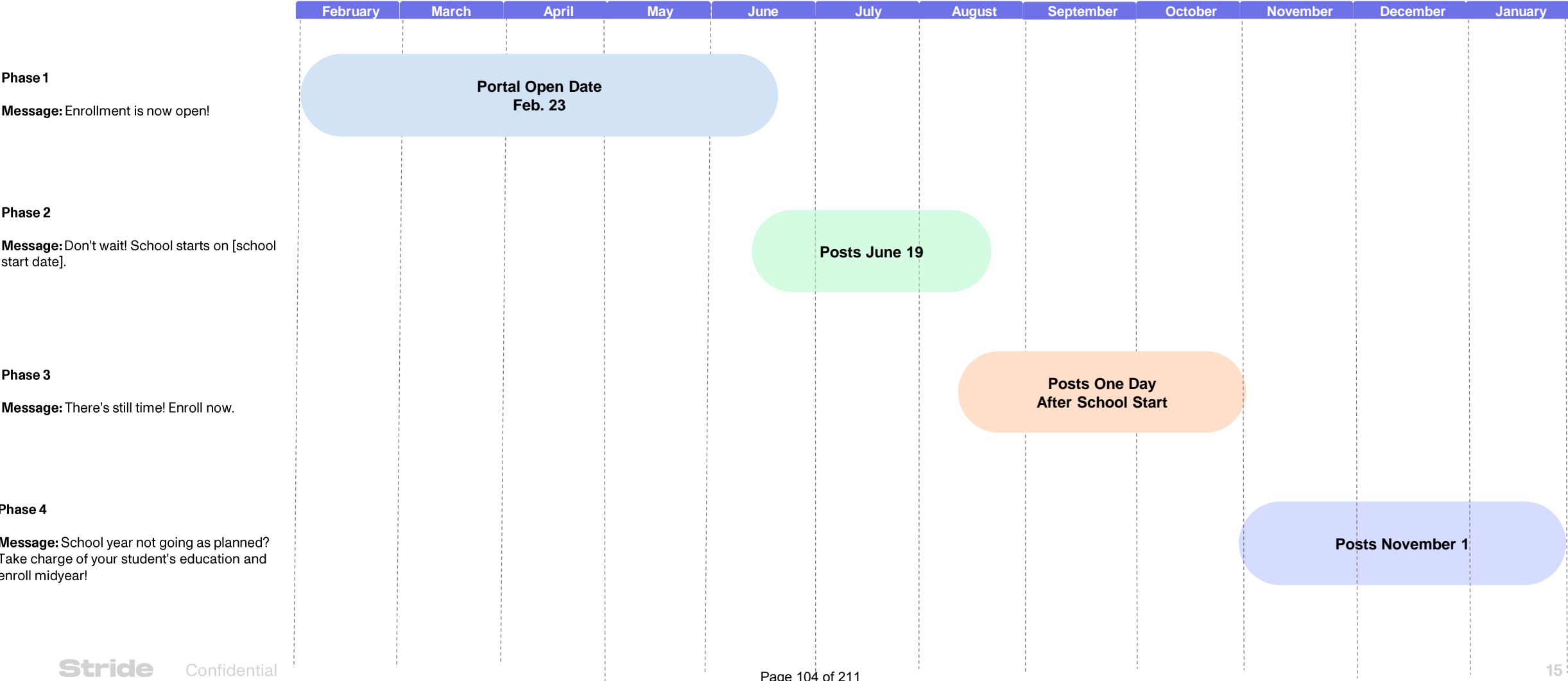


Marketing Update

Action Item	Timing
Finalize selection of PR agency for local marketing partnership	In progress
Share Social Media best practices guide and Student Stories & Messaging guides	COMPLETE
Design Templates in Canva – Facebook and Instagram posts; business cards and letterhead; PowerPoint presentation; brochures, flyers, one-sheets; video templates sized for social media posts, stories, and YouTube	COMPLETE
Secure license for Hootsuite – a social media management tool to help schools schedule posts and engage with followers	COMPLETE
Secure license for Sprout Social – a social media management tool to help schools schedule posts and engage with followers	In Progress
Resume monthly success calls – offer training in Canva and Sprout Social	In Progress
Marketing Battlecard	COMPLETE
Local Marketing Strategy to include local earned media and local paid media (Facebook, Display, Billboards and Posters)	In Progress

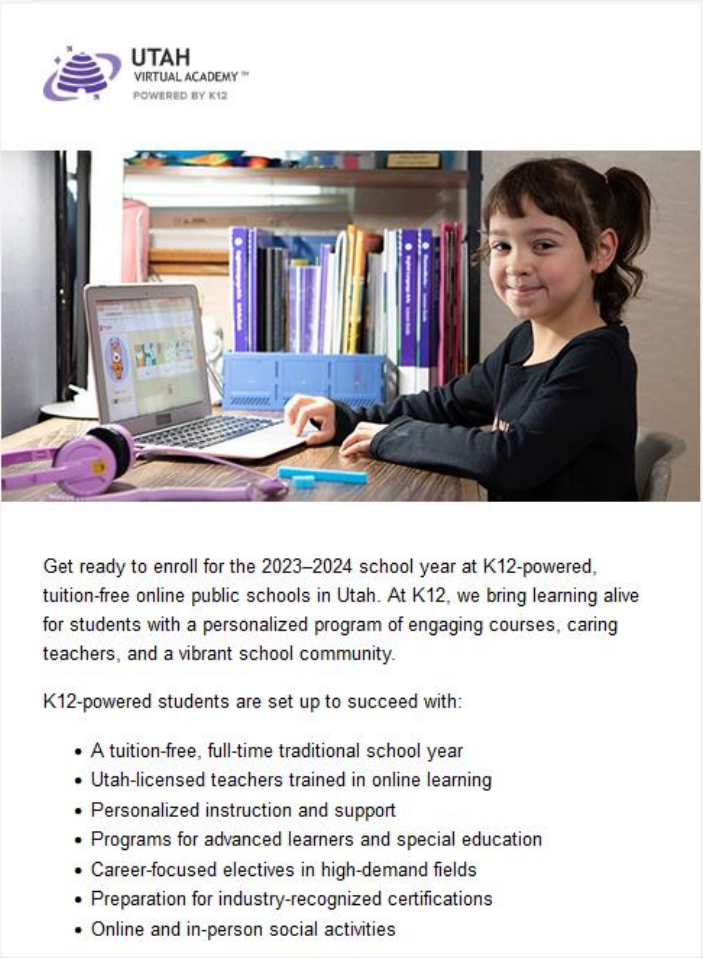
Enrollment Season: National Strategy

Open Enrollment Email Timeline



Open Enrollment

Email Campaign



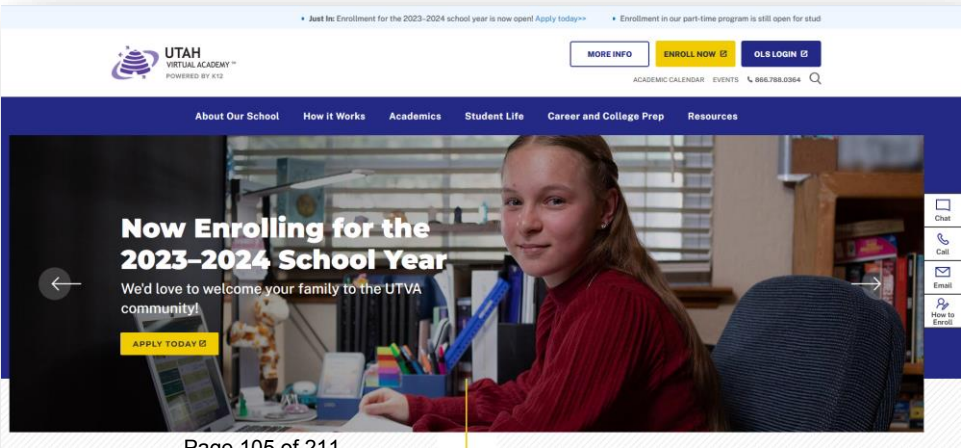
Facebook Cover



Facebook Post



Website Spotlight



Enrollment Campaign Overview

Insight

Recent research has proven that parents inherently want their children to succeed and **reach their full potential**. To achieve this messaging approach, it is imperative to focus on student outcomes and how K12 can help achieve those goals.

Strategy

Use empowerment tonality to **generate qualified leads**, prompt them to **apply and enroll at UTVA and remarket to unconverted leads**. Use platform-specific messaging and visuals to boost engagement and optimize the funnel. Develop campaign that supports multiple executions (see graphic below)

- **Goals:** Drive new leads and new enrollments, convert existing leads to enrollments. Create awareness and maximize consideration to funnel traffic to conversion

Brand Campaign: Concept Selection

Scalable Across Theme / Initiative

Test, Iterate, Optimize

- **Insights from segmentation** studies and **messaging research**
- **Opportunity to scale and flex** throughout the year in various executions including topic and geo

Support multiple themes and

- Safety
- Dual Enrollment
- Mental Health
- Learning Loss
- Extracurriculars
- Tallo
- Flexibility

- Continuous content optimization **across owned and earned channels**
- **Data driven insights** to drive outcomes



Empowered by K12

Every parent, every teacher, every learner has their reason for choosing a K12-powered school. That choice gives the student, parents, families the **power** to have the best possible experience with the best possible outcome.

Our families and students have the power to choose their school, their learning environment, location, program and so much more – they are truly Empowered by K12.

This theme can be executed in a multitude of ways based on content, platform, school, geo, initiative, drivers, etc.

Please note this is NOT a tagline, but the essence of the season – empowerment, happiness and student outcomes.

Stride

Integrating Evolved Messaging & Visuals

Top-converting K12 web pages received a content audit & update to include empowerment and data-proven messages

National Paid Media Landing Pages getting a facelift with expanded messaging

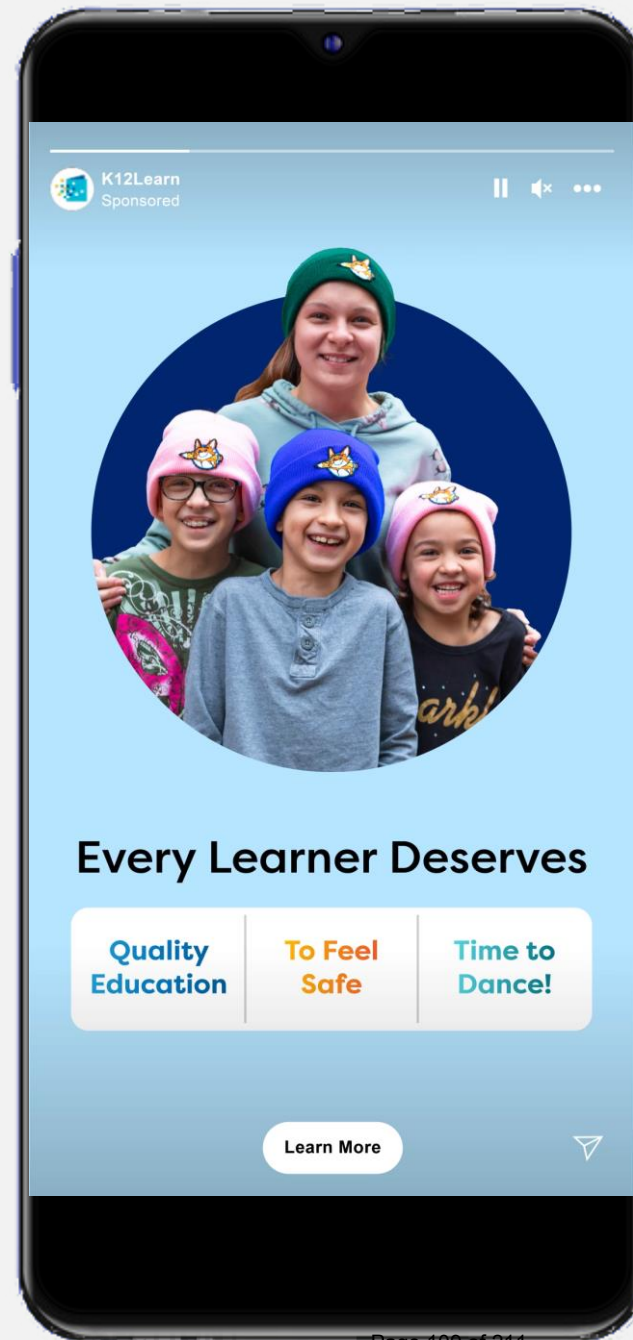
Organic social channels updated with evolved graphic covers

Video shoot to continue gathering content that feels more organic and focuses on the stories of our students & families

Graphic evolution that will apply across all enrollment creative



Creative Evolution



- Testing 3 new styles on the first of three campaign concepts
- Tied directly to message testing results
- New approach to a paid story ad, emulating in-platform polls
- Softer design approach
- Minimal, clean design elements
- Lighter, less blocky colors
- Focus on storytelling through photos



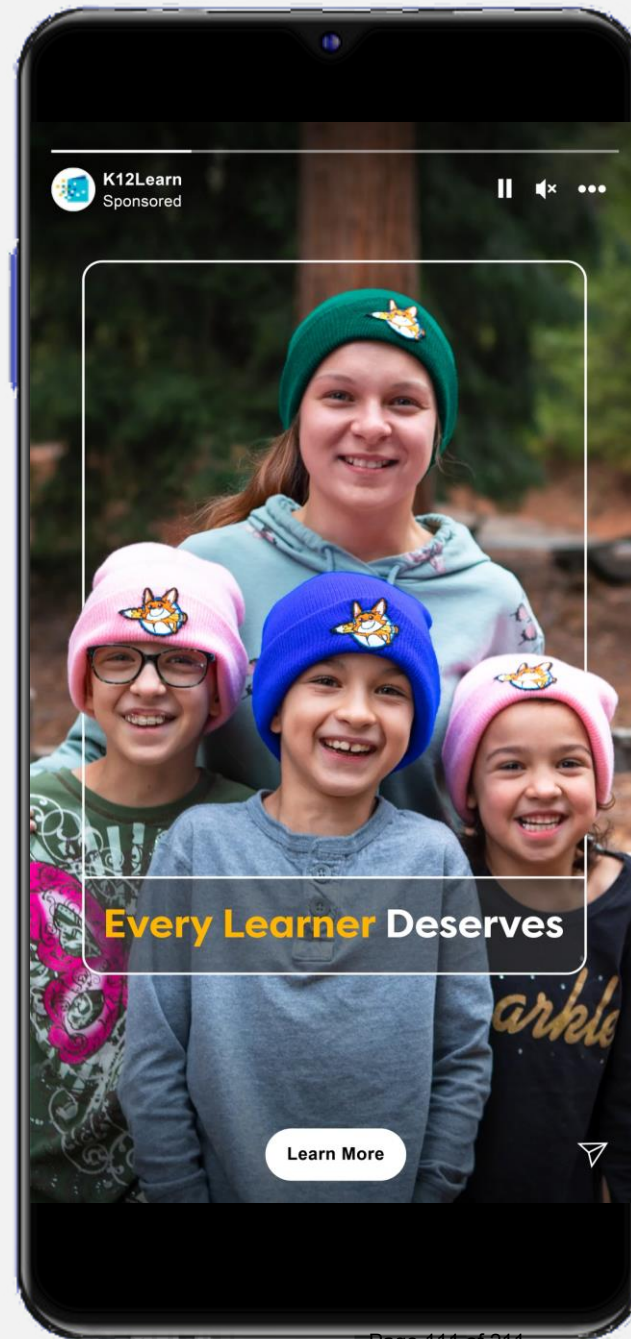
Creative Evolution



- Testing 3 new styles on the first of three campaign concepts
- Tied directly to message testing results
- Minimal design elements
- Setting up and ending the story with simple, bold copy callouts
- Focus on storytelling through large photos
- New animation styles



Creative Evolution



- Testing 3 new styles on the first of three campaign concepts
- Tied directly to message testing results
- Emulating platform with swiping motion
- Minimal, clean design elements
- Softened corners
- Focus on storytelling through large photos
- New animation styles

BE KIND 365

Campaign Launch

Stride

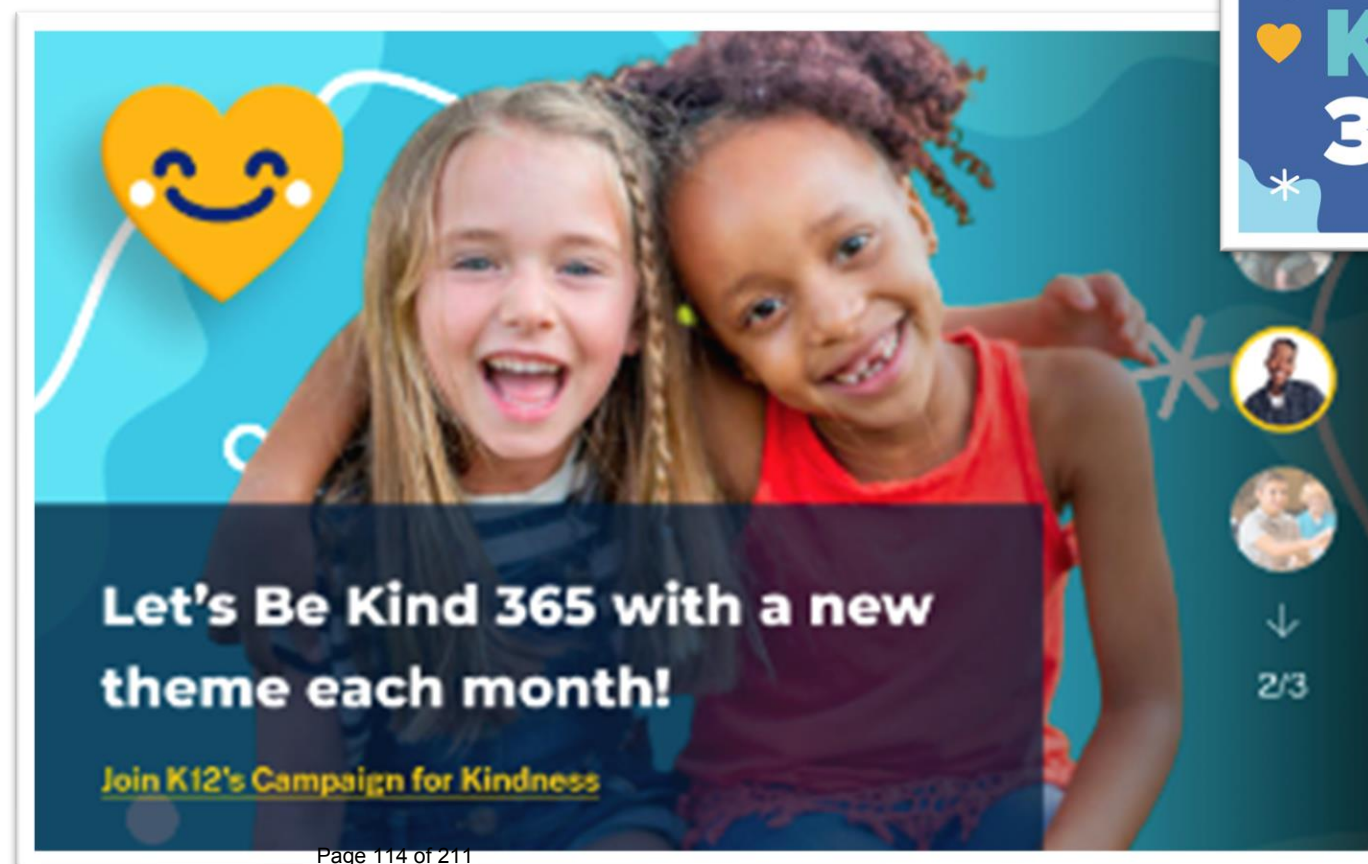
**BE
KIND
365**

Empowering
our students, parents,
families, employees and
everyone K12 touches to
incorporate kindness
and mental health into
their daily life.

BE KIND 365

Monthly themes, organic outreach, [new landing page](#), homepage carousels, UGC and partnerships are just the tip of the iceberg when it comes to the potential of this evergreen campaign.

We kicked off May with "Be Kind to Teachers!"
(our Teacher Appreciation efforts last all month long!)



BE
KIND
365

Kindness Calendar





School Participation

Campaign Graphic

(Download at link below)

[Be Kind 365 - Campaign graphic.png](#)



Logo Suite

(Download at link below)

[Be Kind 365](#)



Beth Honcharski
Product Marketing Sr. Manager
bhoncharski@k12.com

Roger Welch
Sr. Director, Product Marketing
rwelch@k12.com

Stride

Utah Virtual Academy Governing Board of Directors Board Meeting



Date: Wednesday, May 10, 2023

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

Board Members Present: Kristen Davidson, Marty Carpenter, Douglas DeVore, Dallin Drescher, Kellie Openshaw

Board Members Excused: Brian Maxwell, Amberly Keeler

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, Shelly Strahan, Beth Honcharski, Kalyn Dewey, Emily Griffin, Roger Welch, Melanie Denton

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

- Douglas DeVore called the board meeting to order at 6:33 PM.

SPOTLIGHTS

- Emily Griffin and Kalyn Dewey were spotlighted for successfully implementing the co-teaching model and having outstanding student engagement.
- Third grader Richard has made exceptional growth this year. He is a great student and classmate and makes his class better.

PUBLIC COMMENT

- No public comment.

BUSINESS ITEMS

- **Board Business**
 - **Stride/K12 Agreement and Academica West Agreement**

The Academica West agreement is almost finalized. The Stride / K12 agreement is in progress and on track for approval before the agreements expire at the end of the fiscal year.

Voting tabled.

Kellie Openshaw joined the board meeting at 6:44 PM.
- **Finance Report**

Brad Taylor reviewed the current financial statements and explained the expenses in comparison to the revenue. Operating cash has increased this year,

and the budget is as anticipated.

- **Acceptance of State Revenue**

State revenue was as expected for this period.

Kristen Davidson made a motion to accept state revenue; Dallin Drescher seconded. Motion passed; the votes were as follows:

- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Dallin Drescher – AYE*
- *Kellie Openshaw – AYE*

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

The reconciliations were provided, and the related service providers and the services they are providing were clarified.

Dallin Drescher left the board meeting.

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

- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kellie Openshaw – AYE*

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

The invoices were explained along with the reasons for the expenses and discussion on previous quoted prices and an increase was considered.

Kristen Davidson made a motion to approve the following invoices: Parr Brown, Virtual Technologies Group, Workspace Elements, Blind Mule Behavioral Services, and Public Consulting Group; Kellie Openshaw seconded. Motion passed; the votes were as follows:

- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kellie Openshaw – AYE*

- **K12 / Stride Payment**

The invoices were provided along with an aging report, and it was recommended to pay the full amount.

Douglas DeVore made a motion to approve the K12 / Stride payment of \$648,533.58; Kristen Davidson seconded. Motion passed; the votes were as follows:

- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kellie Openshaw – AYE*

- **Academica West Payment**

Kellie Openshaw made a motion to approve the Academica West May invoice; Kristen Davidson seconded. Motion passed; the votes were as follows:

- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Dallin Drescher – AYE*
- *Kellie Openshaw – AYE*
- **Director Report**

Meghan Merideth provided an update on the current state of the school, including enrollment and retention. Roger Welch explained the focus on school-related marketing by driving awareness and building enrollment. Beth Honcharski discussed the local agency engaged to run UTVA branded ads. The school has a state approved counseling program, and the accountability and counseling data project was presented.

 - **Positive Behaviors Plan Report**

The board was provided with an update on the implementation of the positive behaviors plan.
 - **Staff Handbook**

The employee handbook has been updated for next school year and it has been reviewed Stratus and Academica West. The meal per diem was updated to be “Meals & Incidentals Daily Total”.

Kristen Davidson made a motion to approve the Staff Handbook with the noted update; Kellie Openshaw seconded. Motion passed; the votes were as follows:

 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*
 - *Douglas DeVore – AYE*
 - *Kellie Openshaw – AYE*
 - **Special Education Policies and Procedures Manual**

Updates to the special education policies and procedures manual were made to ensure compliance and the document has already received pre-approval from USBE.

Douglas DeVore made a motion to approve the Special Education Policies and Procedures Manual; Kristen Davidson seconded. Motion passed; the votes were as follows:

 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*
 - *Douglas DeVore – AYE*
 - *Kellie Openshaw – AYE*
 - **Mental Health Screening**

Recent legislation requires the board to determine if they will participate in administering a USBE-approved mental health screener. The board discussed the burden on the school if it was implemented.

Douglas DeVore made a motion to not participate in the mental health screening program for the 2023-2024 school year; Kristen Davidson seconded. Motion passed; the votes were as follows:

 - *Kristen Davidson – AYE*
 - *Marty Carpenter – AYE*

- Douglas DeVore – AYE
 - Kellie Openshaw – AYE
- **Academica West Report**

Kim Dohrer provided an update on the work recently completed by Academica West, specifically with board support, legal, and human resources.

Kristen Davidson made a motion to formally thank Kara Finley for her support; Douglas DeVore seconded. Motion passed; the votes were as follows:

 - Kristen Davidson – AYE
 - Marty Carpenter – AYE
 - Douglas DeVore – AYE
 - Kellie Openshaw – AYE
- **Board Business**
 - **April 12, 2023 Board Meeting and Closed Session Minutes**

Kristen Davidson made a motion to approve the April 12, 2023 Board Meeting and Closed Session Minutes; Marty Carpenter seconded. Motion passed; the votes were as follows:

 - Kristen Davidson – AYE
 - Marty Carpenter – AYE
 - Douglas DeVore – AYE
 - Kellie Openshaw – AYE
 - **Language Access Policy and Sale of Food and Beverages Policy**

The policies were summarized and are required policies.

Douglas DeVore made a motion to approve the Language Access Policy and the Sale of Food and Beverages Policy; Kellie Openshaw seconded. Motion passed; the votes were as follows:

 - Kristen Davidson – AYE
 - Marty Carpenter – AYE
 - Douglas DeVore – AYE
 - Kellie Openshaw – AYE

TRAINING

- **Budgeting**

Brad Taylor provided training to the board on the legal requirements of a budget and the school responsibilities for preparation, adoption, and transparency. The standard format of the budget and how to read it was explained. Factors to consider when budgeting include enrollment, attrition, expenses, priorities, needs, MOE, and program restrictions.

CALENDAR ITEMS

- The annual board meeting is scheduled for June 14, 2023 at 6:30 PM.
- The board was provided with a draft 2023-2024 board meeting calendar.
- Graduation will be held on May 30, 2023 at 4 PM at Alta High School.

CLOSED SESSION

- Tabled.

ADJOURN

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

- *Kristen Davidson – AYE*
- *Marty Carpenter – AYE*
- *Douglas DeVore – AYE*
- *Kellie Openshaw – AYE*

Board meeting adjourned at 8:03 PM.

DRAFT

UTVA BOARD OF DIRECTORS

Name	Elected Office	Term End
Brian Maxwell	President	6/30/24
Marty Carpenter	Member	6/30/25
Dallin Drescher	Financial Coordinator Secretary	6/30/24
Kristen Davidson	Vice President	6/30/25
Douglas DeVore	Member	2/28/25
Kellie Openshaw	Member	3/31/25
Amberly Keeler	Parent Representative	6/30/23

Administration of Medication Policy

Adopted: March 6, 2019

Revised:

Purpose

The purpose of this policy is to authorize personnel of Utah Virtual Academy (the "School") in limited circumstances to administer medication to students consistent with applicable law.

The School's Board of Directors (the "Board") acknowledges that a student's medication should typically be administered by the student or the student's parent or guardian. In addition, because the School is an online charter school there normally will be few, if any, situations where School personnel will need to administer medication to students. However, the Board recognizes that situations may arise where student accommodations required under the Individuals with Disabilities Education Act (the "IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or other applicable law may require School personnel to administer medication to a student during School events, such as during end of year assessments where students and School personnel are physically together.

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

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

Policy

Administration of Medication by School Personnel

School personnel may provide assistance in the administration of medication to students in circumstances where student accommodations required under the IDEA, Section 504, or other applicable law require School personnel to provide such assistance to a student when the student is under the School's physical control. In such circumstances, the School will comply with applicable state and federal laws, including but not limited to Utah Code Ann. § 53G-9-502, regarding the administration of medication to students by School personnel.

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

- (1) Glucagon. Glucagon is an emergency diabetic medication used to raise blood sugar. The School will comply with the requirements of Utah Code Ann. § 53G-9-504 regarding the emergency administration of glucagon to a student at the School or a School activity. Accordingly, the School will administer glucagon to a student in accordance with the statute if the School (a) receives a glucagon authorization from the parent or guardian of the student; and (b) any School personnel who have been trained (as described in the statute) in the administration of glucagon are available to administer the glucagon. The School may not compel School personnel to become trained in the administration of glucagon nor may it obstruct School personnel from becoming trained in the administration of glucagon.
- (2) Seizure Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-505 regarding the emergency administration of seizure rescue medication to a student. Accordingly, the School will administer seizure rescue medication to a student in accordance with the statute if the School (a) receives a seizure rescue authorization from the parent or guardian of the student; and (b) a School employee who has become a “trained school employee volunteer” as defined in the statute is available to administer the seizure rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.
- (3) Epinephrine Auto-Injector. The School will comply with the requirements of Utah Code Ann. §§ ~~26B-4-401~~, et seq., regarding emergency injection for anaphylactic reactions in the event any School personnel seeks to become a “qualified adult” under that provision. The School will make an emergency epinephrine auto-injector available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from becoming a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing an epinephrine auto-injector on School property or administering an epinephrine auto-injector to any person in accordance with the statute.
- (4) Opiate Antagonist. In accordance with Utah Code Ann. § ~~26B-4-509~~, School personnel may administer an opiate antagonist when acting in good faith to an individual whom the person believes to be experiencing an opiate-related drug overdose.
- (5) Stock Albuterol. The School will comply with the requirements of Utah Code Ann. §§ ~~26B-4-401~~, et seq., regarding emergency administration of stock albuterol in response to an asthma emergency, in the event any School personnel seeks to become a “qualified adult” under that provision.

Deleted: -41-101

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The School may make stock albuterol available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing stock albuterol on School property or administering stock albuterol to any person in accordance with the statute.

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

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

Self-Administration of Medication by Students

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

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

Observations and Medical Recommendations by School Personnel

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

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

Deleted:

Donations and Fundraising Policy

Adopted: December 13, 2018

Reviewed: June 10, 2020

Reviewed: June 9, 2021, June 8, 2022

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

Donations and Gifts

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

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

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

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

Fundraising

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

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

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

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

12. Any fundraising activities that are related to the School but not school sponsored, such as fundraising activities of the parent organization, should clearly inform School patrons that the activity is not school sponsored. School employees may participate in such activities as volunteers but must not represent that they are acting as employees or representatives of the School.
13. The Head of School will ensure that charitable donation receipts are provided as necessary.
14. The School's employer identification number and sales tax exemption number may only be used by School personnel in connection with school-sponsored activities. No other entity, including the School's parent organization, may use these numbers.
15. Any School employee involved in managing or overseeing non-School-sponsored fundraising must disclose to the Head of School any financial or controlling interest in or access to bank accounts of the fundraising organization or company.
16. The School may cooperate with outside entities such as the parent organization in connection with non-school-sponsored fundraising activities. The School may allow these groups to use School facilities at little or no charge. At the Head of School's discretion, the School may provide some level of support or pay for portions of these activities. The details of the arrangements for non-school-sponsored fundraising activities shall be understood and agreed to by the Head of School and the representatives of the outside entity. This must take into consideration the School's fiduciary responsibility for the management and use of public funds and assets.
17. The School is committed to principles of gender equity and compliance with Title IX guidance. The School commits to use all facilities, unrestricted gifts and other available funds in harmony with these principles. The School reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in gender inequity or a violation of Title IX. Fundraising opportunities should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.

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

The Board will review this policy annually.

EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

Between

UTAH VIRTUAL ACADEMY

And

K12 VIRTUAL SCHOOLS LLC

**FOR THE UTAH VIRTUAL ACADEMY
FOR GRADES K THROUGH 12**

TABLE OF CONTENTS
EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

RECITALS.....	1
1. DEFINITIONS.....	1
2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.....	2
3. SCHOOL RESPONSIBILITIES.....	4
4. TERM OF AGREEMENT.....	4
5. PRICING, FEES AND PAYMENT.	4
6. PROGRAM PERSONNEL.....	5
7. PAYMENT OF PRODUCT AND SERVICE FEES.....	6
8. RELATIONSHIP OF THE PARTIES.....	7
9. OTHER SCHOOLS	7
10. TERMINATION.....	7
11. TERMINATION EFFECTS.	8
12. INTELLECTUAL PROPERTY RIGHTS.....	9
13. LIMITS ON LIABILITY AND DAMAGES.	11
14. ASSIGNMENT.....	11
15. INDEMNITY.....	11
16. INSURANCE.....	13
17. REPRESENTATIONS AND WARRANTIES.....	13
18. OFFICIAL NOTICES.....	15
19. NON-SOLICITATION/NON-HIRING.....	15
20. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.....	16
21. MISCELLANEOUS.....	17
EXHIBIT A.....	21
EXHIBIT B.....	25
EXHIBIT C.....	27
EXHIBIT D.....	28

EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

Between the
UTAH VIRTUAL ACADEMY
And
K12, INC.

This EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT (“**Agreement**”) is made and entered into, by and between the Utah Virtual Academy, a Utah nonprofit public benefit company (hereinafter the “**School**”) and K12 Virtual Schools LLC, a Delaware limited liability company (hereinafter “**K12**”), each a “**Party**” together the “**Parties**”, as of the date signed by both Parties, and includes the following exhibits:

- a. Exhibit A (Educational Products and Services)
- b. Exhibit B (Marketing and Enrollment Services)
- c. Exhibit C (K12 Proprietary Marks)
- d. Exhibit D (Agreement Products)

RECITALS

A. **WHEREAS**, the Utah Virtual Academy is operated and governed by its Board of Directors (the “**Board**”),

B. **WHEREAS**, the Parties have previously had an agreement under which K12 provided educational products and services (the “**Prior Agreement**”),

C. **WHEREAS**, K12 responded to the School’s Request for Proposal for Education Services and Marketing and Enrollment Services with a proposal submittal deadline of February 1, 2023,

D. **WHEREAS**, the Board awarded those branches of the RFP to K12, and

E. **WHEREAS**, the Parties now wish to enter into a final and binding Agreement,

NOW, THEREFORE, the Parties mutually agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. **Affiliates.** An Affiliate of K12 is an entity that controls, is controlled by, or under common control with K12, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. **Applicable Law.** Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public charter schools in the State.

1.3. **Charter.** The Charter is defined as the authorization provided to the Board by the Charter Authorizer pursuant to Applicable Law, permitting the Board to operate a public charter school and entitled to receive public funds, appropriations and other revenues.

1.4. Charter Authorizer. The Charter Authorizer is the entity which has been granted the authority by law to permit the Board to operate a school in accordance with the Charter and Applicable Law. The Charter Authorizer is currently the Utah State Board of Education.

1.5. Facility. Facility means the real property leased by the School for the Program's administrative offices located at 310 East 4500 South, Suite 620, Murray, UT 84107.

1.6. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.7. Program. The Program is the School's public online educational offering using K12 products and services in Accordance with this Agreement and currently known as UTVA.

1.8. Shareholder. A Shareholder is a holder of greater than one percent (1%) of Stride Inc.'s outstanding shares of common stock.

1.9. State. The State is Utah.

1.10. Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.

2.1. Description of Educational Products. For each school year during the Term, K12 and Affiliates shall license to the School solely for use in the Program and, solely as to curriculum, for part-time students taking courses through the Statewide Online Education Program ("SOEP Students"), on a non-exclusive, non-assignable, non-sublicensable basis and/or provide the services, the products and offerings set forth in Exhibit D as generally described in Exhibit A, including the K12 curriculum, access to its online school and designated learning management system(s) and/or available third party curriculum, instructional tools and other products and offerings (collectively the "**Educational Products**"). During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs), at agreed-upon fees, beyond those listed in Exhibits D. Provision of additional products will be mutually agreed upon and shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.2. Description of Marketing and Enrollment Services. For each school year during the Term, K12 and Affiliates shall provide marketing and enrollment services ("**Services**") to the School solely for the Program as described in Exhibit B. During the Term, the Parties may agree upon K12 and Affiliates providing the School with additional services, at agreed-upon fees, beyond those listed in Exhibit B. Provision of additional services shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.3. Special Education, Section 504 and ELL Services. For each school year during the Term, K12 shall assist the staff and teachers with the provision of special education and/or related special needs services for Students with special education needs or any Students who have, will have or require an Individualized Education Plan ("**IEP**") by having a K12 Placement Counselor help the School to satisfy Child Find requirements in Applicable Law, providing professional development to the Teachers regarding Child Find responsibilities, posting information required by Applicable Law regarding Child Find on the Program's website and proving such information to enrolled families, providing a special programs enrollment team to assist the Program with creating and implementing an enrollment plan for students with special needs, providing related services team personnel to provide support to the Program in procuring related service providers and providing an annual audit of special education files and operational procedures. K12 shall assist the staff and teachers with the provision of English Language Learner ("**ELL**") services by including Home Language Survey questions in the enrollment process, verbally asking those questions during the placement

process, providing translation and interpretation services as required by Applicable Law, and providing professional development on ELL. K12 shall assist the staff and teachers with the provision of services under Section 504 of the Rehabilitation Act of 1973 as amended (“504”) by providing consultation services to the staff and teachers. K12 will assist the Program with compliance with Applicable Laws on special education, ELL Services and 504 services by providing its review team to review and correct special programs submissions prior to submission to the appropriate governmental agency. The K12 Public Schools Data Analytics Team will work with the Program to provide management reviews of key special programs data points. Except as explicitly set forth in this Section 2.3, the School shall be responsible for all Special Education, 504 and ELL services.

2.4. Place of Performance. Performance of Services is not required to be rendered at the Facility, unless specifically stated in Exhibit A or required for compliance with Applicable Law or the Charter.

2.5. Standards of K12 Performance.

2.5.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement as set forth on Exhibits A and B, and any amendments hereto in accordance with Applicable Law, the Charter, and Board and School policies that are both made known to K12 in writing and relate to academics. Subject to Section 11, K12 shall also comply with changes in Academic Policies (as defined in Section 3.3) within thirty (30) days of receipt of written notice and a copy thereof; however, Academic Policies shall be adopted in accordance with Section 3.3. For the sake of clarity, a Board or School policy (whether on academics or otherwise) cannot and does not revise, amend or create additional rights or obligations to either Party of this Agreement, except as may be agreed to by both Parties as a written amendment hereto.

2.5.2. Confidentiality of Records/FERPA. The School shall ensure that K12 has the right to access personnel, Student and School financial data. As such, K12 will maintain the confidentiality of School personnel, Student data and other records in accordance with the requirements of Applicable Law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and the State open records act, K12 has a legitimate educational interest for purposes of the School representatives disclosing a student’s educational records to K12. The School shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

2.5.4. Non-Discrimination. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation, and on all other bases required by Applicable Law.

2.5.5. Exclusivity. K12 shall be the sole provider of the Education, Marketing and Enrollment Services provided pursuant to this Agreement for the Program unless otherwise waived in writing by an authorized officer of K12. Notwithstanding the forgoing the Board is permitted to procure goods and services from a third party to the extent required by law or in order to fulfill its fiduciary responsibilities to the School. Prior to any third-party procurements of the Education, Marketing and Enrollment Services provided pursuant to this Agreement, the Board shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods the Board shall procure them from K12. For the avoidance of doubt, the provisions of this Section shall only apply during the term of this

Agreement and shall not be applicable with respect to any period following the expiration of the Term or the termination of this Agreement.

2. SCHOOL RESPONSIBILITIES.

3.1. **Payment Obligation.** For the Educational Products and Services, the School shall compensate K12 at the rates and conditions set forth in this Agreement or as amended as mutually agreed in writing.

3.2. **Oversight of K12.** The School shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. The School shall also be responsible for overseeing the Program's quality, operational and financial performance and for working with the Charter Authorizer and other authorities.

3.3. **Adoption of Policies.** The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various academic policies for the Program ("**Academic Policies**"). K12 will implement procedures consistent with such policies, but the School retains ultimate responsibility for adopting policies and for overseeing K12's implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and the School will work collaboratively and in a timely manner on the creation of Academic Policies. The School shall promptly provide K12 written copies of all policies (academic or otherwise) adopted and must promptly notify K12 in writing of any changes to such policies.

3.4. **School Related Documents.** The School shall promptly provide K12 with any reports, documents and other findings that are related or may have an impact on K12's obligations herein. Such School related correspondence includes, but is not limited to, Board resolutions and reports, minutes of Board meetings, State audit preliminary and final reports, and Charter Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

3.5. **School Compliance.** The School will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law, the Charter and the Charter Authorizer's policies.

3.6. **Employment of Teachers and Staff.** Unless otherwise mutually agreed in a written amendment to this Agreement, the School will employ the teachers and staff and will be responsible for all costs, whether third party operational costs for human resources and payroll (including without limitation software, and payroll services) or compensation and benefits associated with their employment (including without limitation salaries, benefits, travel, and other related expenses). The School will review recommendations that may be made by K12 regarding the hiring or dismissal of the teachers and staff, but the School will have the authority to determine in its sole discretion whether any person to be employed by the School shall be hired or dismissed.

4. TERM OF AGREEMENT.

4.1 **Term.** This Agreement will become effective upon the date of full execution by the Parties, for commencement on July 1, 2023 ("**Effective Date**") and will terminate on June 30, 2028 ("**Term**") unless sooner terminated under Section 10 of this Agreement. In the event the Charter Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and Applicable Law, unless this Agreement is otherwise terminated in accordance with Section 10 herein.

5. PRICING, FEES AND PAYMENT.

5.1. Educational Product and Services Prices. For students enrolled in UTVA, in consideration of the value of the Educational Products and Services provided by K12 as set forth in Exhibit D and generally described in Exhibit A, the School will pay K12 and its Affiliates (a) at the rate of \$3373.00 per fulltime student with the number of students based on the certified October Count Date Enrollments (as defined bellow) as further described in Section 7.1 and (b) with respect to SOEP Students \$150 per 0.5 credit course funded. Notwithstanding anything in this Agreement to the contrary, the School agrees that the fees set forth in this Section 5.1 will be subject to change, no more than once per calendar year, at K12's reasonable discretion and communicated to the School during the annual budget process. Notwithstanding the foregoing, under no circumstances shall the annual increase exceed the change in Consumer Price Index – All Urban (“CPI-U”) published by the US Department of Labor Statistics, which shall be calculated each October based on changes in the CPI-U from the previous October. Payment for the Educational Products shall be made in accordance with Section 7 below.

5.2. Waiver and Release. UTVA hereby releases, acquits and forever discharges, and covenants not to sue to bring any legal action against K12, any of its Affiliates or any of their officers, directors, employees, or agents with respect to any and all claims or causes of action of any nature, both past and present, at law or in equity, which UTVA has or which could be asserted on its behalf, resulting from or arising out of any act or omission of any kind occurring on or before the date on which UTVA executes this Agreement. K12 hereby releases, acquits and forever discharges, and covenants not to sue to bring any legal action against UTVA or any of its officers, directors, employees, or agents with respect to any and all claims or causes of action of any nature, both past and present, at law or in equity, which K12 has or which could be asserted on its behalf, resulting from or arising out of any act or omission of any kind occurring on or before the date on which K12 executes this Agreement; provided, however, that nothing herein is a waiver or release of any claim or cause of action with respect to (a) standard fees in the ordinary course of business under that certain Educational Products and Services Agreement between K12 and the School, dated as of July 1, 2018, as amended (the “**Original Agreement**”) for the periods of May and June of 2023, (b) any amounts which may be due to K12 for fiscal year 2022 pursuant to Sections 7.5 and 7.7 of the Original Agreement and (c) the amount of \$85,000 which the School agrees to pay as a compromise for amounts invoiced by K12 under the Original Agreement for fiscal year 2021. Nothing in Section 5.2 shall be deemed or construed at any time or for any purpose to be an admission by either Party of any wrongdoing, failure to act or violation of contract or law.

6. PROGRAM PERSONNEL.

6.1. K12 Staff Release. Effective upon the full execution of this Agreement, and as a condition to the School's obligations under this Agreement, K12 will release all of its employees who are then assigned solely to the Program from their non-competes for employment but only to the extent that it permits such persons to become employees of the School. The School will employ and determine the employment terms for all teachers and staff. The School will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members. K12 hereby agrees to waive any rights, remedies or prohibitions in non-compete or non-solicit provisions in this Agreement or the Prior Agreement solely to the extent that it permits the School to solicit, make employment offers to and employ K12's staff that are assigned solely to the Program.

6.2. Complaints About K12 Staff. If the School is dissatisfied or concerned about the job performance of a K12 staff member assigned to the Program, the School shall discuss the matter with K12 via written notice.

6.3. Teachers and Staff. The School shall employ and be ultimately responsible for the teachers and staff, except in limited circumstances, and with written School permission, where K12 deems it reasonably

necessary to employ such staff to deliver the Educational Products and Services hereunder. K12 may make recommendations regarding the hiring and firing of a teacher or staff. The School will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel, payroll processing and other School related expenses). The School shall ensure that, to the extent required by law, all teachers and staff personnel shall be State certified or possess the necessary credentials, qualifications, background and conduct checks as required by Applicable Law and/or the Charter.

6.4. Complaints About School Employees. If K12 is dissatisfied or concerned about the job performance of any of the School's staff, including administration, teachers or staff, K12 may discuss the matter with the Board via written notice.

6.5. Background Investigations on K12 Employees. As part of its Educational Products and Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the Program to the extent required under Applicable Law and will maintain documentary evidence that it has done so. Upon the School's request, K12 will provide the School with documentary evidence of its compliance of this Section, subject to any privacy restrictions or confidentiality requirements imposed by Applicable Law.

6.6. Background Investigations on School Employees. The School will ensure that, with respect to teachers and staff, the School fulfills its responsibilities to: a) conduct criminal background checks required by Applicable Law; and b) maintain evidence that it has performed such actions.

7. PAYMENT OF PRODUCT AND SERVICE FEES.

7.1. Invoicing and Payment of Fees. With respect to fulltime students, K12 will submit to the School an invoice for the Educational Products and Services each month from August to May of each Fiscal Year. With respect to SOEP Students, K12 will submit to the School an invoice following each semester. Invoices for the students enrolled in UTVA shall be at the price set forth in Section 5.1, spread equally over each of the 10 months and ultimately based on the certified number of students determined as of the date in October of each school year that is used by the Utah Department of Education for the determination of funding UTVA based on the number of students ("**October Count Date Enrollments**"). Prior to the availability of the October Count Date Enrollments, UTVA will provide an estimated number of students during the school's annual budget process for initial billing purposes. In a Fiscal Year, invoices delivered more than thirty days after the October Count Date Enrollments are made available will use the October Count Date Enrollments for UTVA. Invoices that used the estimated number of students will be recalculated and trued-up using the October Count Date Enrollments for UTVA for that Fiscal Year. To the extent that any of the invoices that used the estimated number of students resulted in an overpayment to K12 by UTVA, K12 will credit that amount in the February invoice. To the extent that any of the invoices that used the estimated number of students resulted in an underpayment to K12 by UTVA, K12 will invoice that amount to UTVA in the February invoice.

7.2. Location of Payment. All payments made hereunder will be made to K12 (or its designated Affiliate) and at the address set forth above, or such other address provided by K12 in writing.

7.3. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within sixty (60) days from the date the School receives the invoice. Any amounts past due and owing to K12, other than Disputed Amounts, will accrue interest at one and one-quarter percent (1.25%) but not to exceed fifteen percent (15%) per annum on such overdue amount. The School shall not intentionally withhold payments due to K12 other than any Disputed Amounts.

7.4. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the School. Without limiting the foregoing, the School

agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, and except for taxes based on K12's income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

7.5. Disputed Amounts. If the School disputes any charge invoiced by K12 ("**Disputed Amounts**"), the School (or its authorized designee) must submit a good faith claim in writing regarding the Disputed Amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the School's receipt of the invoice at issue. If the School (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding such Disputed Amount, then notwithstanding anything in this Agreement to the contrary, the School waives all rights to dispute and file any claim thereafter regarding such Disputed Amount (and the School also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any credits or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

8. RELATIONSHIP OF THE PARTIES.

8.1. Status of the Parties. K12 is not a division or any part of the School. The School is a body corporate authorized under State law, governed independently by its Board of Directors and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the School or Board and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of the Board and School. The School and its employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

8.2. No Related Parties or Common Control; Certain Permitted Participations. Except as contemplated by this Agreement or any agreement between the School and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including termination rights, under this Agreement. None of the School's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's board of directors or Shareholders of K12 shall be vested in the Board's or its Charter Authorizer's directors, trustees, members, managers, officers, shareholders, or employees. The School agrees to take such action as is necessary to permit employees or agents of K12 to have a nonvoting presence at the Board meetings, including executive sessions, during the Term of this Agreement, provided that, the inclusion of employees or agents of K12 in executive sessions will be at School's discretion and is not inconsistent with Applicable Law.

9. **OTHER SCHOOLS.** The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools, institutions or districts within and outside of the State. In providing student recruitment or enrollment services to schools other than UTVA which accept students from Utah, K12 will provide equitable service to all programs per the services contracted.

10. **TERMINATION.** Events of termination are as follows:

10.1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 20; however, either Party may terminate this Agreement for cause at any time with ninety (90) days' prior written notice to the other Party. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty,

covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. In addition, K12 shall cooperate in good faith to provide any requested coursework and student data to the School in the event of such termination.

10.2. Not used.

10.3. Termination Upon Loss of Program Approval, Charter or Non-Profit Status. This Agreement may be terminated immediately by either Party upon written notice to the other Party: (i) if the Charter Authorizer provides written notice that it has terminated, revoked, or not renewed the Charter, or (ii) upon a final determination by the Internal Revenue Service that the School is not eligible for 501(c)(3) status, or (iii) upon a final adverse determination by the highest court in the State that the Program is no longer valid under law or its ruling has the effect of terminating the Program; provided, however, that Section 10.3(i) shall be effective on the last day on which the Charter is in effect and, further provided, that Section 10.3(i) shall not be applicable if the Charter is replaced by a different charter with a charter authorizer.

10.4. Termination in the Event of Certain Changes in the Charter or School Policies. K12 may terminate this Agreement effective immediately upon written notice to the School in the event that the Charter is amended or the Board or the Charter Authorizer adopts or amends a policy, in each case without the prior written consent of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board or Charter Authorizer adopts such an adverse policy in the middle of a school year, K12 agrees to use reasonable efforts to complete the then current school year without waiving any rights and remedies hereunder.

10.5. Change in Applicable Law. If any change in Applicable Law (other than those changes encompassed within Section 10.2 of this Agreement) enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

11. TERMINATION EFFECTS. Effects of termination are as follows:

11.1. Outstanding Payments Due. Except as otherwise agreed by the Parties in writing, termination does not relieve the School of any obligations for payments outstanding to K12 as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

11.2. Return of Equipment. Return of K12-provided equipment is mandatory. All K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with K12's policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials will be invoiced to the School at the Replacement Value. For purposes of this Agreement, the "Replacement Value" is the cost to replace the equipment anew, without regard to depreciation.

11.3. Fees Owed. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the School shall owe for all products and services rendered to include the Educational Products and Services in accordance with this Agreement for the period up to and including the then current Fiscal Year of the termination or expiration. All such fees will be determined on an accrual basis per the School's audited financial statement up to and including the year in which this Agreement terminates or expires.

12. INTELLECTUAL PROPERTY RIGHTS.

12.1 Proprietary Materials. The School acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, school Charter application, presentations and related petitions and documents, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the School and other materials created for the School, and curricular materials and any and all customizations and derivative works thereof (collectively, "**K12 Proprietary Materials**"); provided, the K12 Proprietary Materials shall not include any UTVA IP (as defined below) or the Program name. The School further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials.

12.2 Sub-License of K12 Proprietary Materials. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, the School shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, the School will cease use of the K12 Proprietary Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the School, Teachers, School employees and Students participating in the Program.

12.3 Rights of K12 in K12 Proprietary Marks. The School acknowledges and agrees that, as between the School and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate's trademarks, service marks, trade dress and trade names including related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in Exhibit C (collectively, "**K12 Proprietary Marks**"). The School further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the K12 Proprietary Marks except in the limited capacity as set forth in Section 12.4 or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

12.4 Sub-License of K12 Proprietary Marks. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the K12 Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, the School will not be permitted to sublicense any rights under this Agreement without the advance written

approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of such license, the School will cease use of the K12 Proprietary Marks.

12.5 Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks by School. The School will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, the School also agrees not to not alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will the School act or permit action in any way that would impair the rights of K12 in them. The School's authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of the School's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the School will notify K12 promptly in writing of any known infringement thereof and of any use of K12's Intellectual Property (including the K12 Proprietary Materials, and/or the K12 Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which the School becomes aware. K12 and the School agree to reasonably assist each other in pursuing measures to prevent further use of K12's Intellectual Property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the School 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. Moreover, to the extent the School has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, the School hereby assigns and transfers to K12, its successors and assigns, all of the School's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

12.6 Publicity/Press Release. K12 may use the School and the Program's name and Program references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the School and K12.

12.7 Program Name. K12 acknowledges and agrees that, as between K12 and its Affiliates on the one hand and the School on the other, the School owns all intellectual property rights and interests in the name of the Program. K12 further acknowledges and agrees that neither it nor any of its Affiliates has any intellectual property interest or claims in or to the Program's name. The School hereby grants K12 and each of its Affiliates a royalty-free, non-exclusive, non-transferable license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the Program's name in connection with the Program's operations as contemplated in this Agreement. The School hereby grants K12 and each of its Affiliates a royalty-free, non-exclusive, non-transferrable perpetual license to use the Program name in electronic and written marketing materials to promote the goods and services offered by K12 or any of its Affiliates.

12.8 School Intellectual Property. K12 grants all of its copyrights and other intellectual property rights in all works of expression created, developed, written or conceived uniquely and solely for the promotion and marketing of UTVA by a third party under contract to K12 as a result of the marketing and enrollment services performed pursuant to this Agreement (the "**UTVA IP**"). The UTVA IP shall be the sole property of the School and, accordingly, K12 will disclose, deliver and assign to the School all such works subject to copyright, if any. K12 agrees to execute all documents to make all arrangement necessary to further document such ownership and/or assignment, and to take whatever other steps may be needed to give the School the full benefit of them. K12 specifically agrees that all UTVA IP shall be considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by the School.

Notwithstanding the foregoing, any intellectual property of K12 in existence prior to the parties' execution of this Agreement or developed by K12 wholly independent of any work performed pursuant to this Agreement and all derivative works of either of them shall be and remain K12's sole property.

13. LIMITS ON LIABILITY AND DAMAGES.

13.1 **LIMIT OF LIABILITY.** K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE SCHOOL AND THE SCHOOL'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR ONE (1) YEAR.

13.2 **CONSEQUENTIAL DAMAGES.** EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, AND WITH RESEPECT TO CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

14. **ASSIGNMENT.** Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party provided, however, K12 may assign all of its rights and obligations under this Agreement to any Affiliate, acquirer, or successor in interest to the extent not otherwise expressly prohibited by Applicable Law. K12 may delegate the performance of its duties to any person, contractor or entity but K12 shall (i) have control over any such delegees, (ii) be responsible for the performance in accordance with the terms of this Agreement, of any services performed by its delegees, and (iii) be responsible for any fees payable to delegees.

15. **INDEMNITY.** The Party charged with indemnifying and/or defending under this provision (the "**Indemnifying Party**") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 15 (the "**Indemnified Party**") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

15.1. **Indemnification of the School.** K12 will indemnify, defend, and save and hold the School and all of its employees, officers, directors, trustees, subcontractors and agents, (collectively ("**School Indemnitees**") harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "**Claim**") that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with providing the

Educational Products and Services hereunder, but excluding any Claims that arise from conduct undertaken in accordance with the Charter Authorizer's, the Board's, the School's, or the School Indemnites' instructions, procedures or written policies, except where such instructions arise from and are in accordance with explicit recommendations formally provided by or on behalf of K12, (c) act or omission of K12 or K12 Indemnites (defined below) in connection with providing the Educational Products and Services hereunder that results in injury, death, or loss to person or property, except to the extent any Claims arise out of actions or omissions of the School, the School Indemnites or the Charter Authority, and (d) Claim based upon, in connection with, relating to or arising out of infringement of patents or the improper use of other proprietary or intellectual property rights with respect to the Educational Products, the Services, and any other actions by K12, its Affiliates, or any other person directly or indirectly employed by it or for whose actions it may be liable during the performance of the work under this Agreement. Section 15.1(d) shall not apply to the extent that the claim results from the combination of Education Products or Services provided by K12 with any products or services provided to UTVA by a third party. If a claim arises with respect to Section 15.1(d), K12 shall have the right to (a) substitute substantially equivalent non-infringing intellectual property; (b) modify the intellectual property so that they no longer infringe but remain functionally equivalent; (c) pay for a license to use the intellectual property or (c) terminate the Agreement. K12 and its Affiliates shall not be liable for any Claims related to the enrollment, placement and provision of services to any Students with or seeking special education, ELL or 504 needs.

15.2. Indemnification of K12. The School will indemnify, defend, and save and hold K12 and its Affiliates and all of their respective employees, officers, directors, subcontractors, and agents and their respective successors and permitted assigns (collectively "**K12 Indemnites**"), harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the School (or its designees) pursuant to this Agreement, (b) noncompliance by or on behalf of the School with any Applicable Law in connection with Program's operations, (c) act or omission of the School or School Indemnites in connection with the Program's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12 or K12 Indemnites, and (d) for any Claims that are related to the School's (or its designees') action or inaction with respect to the enrollment, placement and provision of services to any Students with or seeking special education, ELL or 504 needs.

15.3. Indemnification Procedures:

15.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

15.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from, or in addition to, one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over

the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

16. INSURANCE.

16.1. Liability Coverage. Each Party will initiate and, with respect to all claims-made-based policies, maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$3,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by the School (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D&O and E&O insurance) will include the School and its respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

16.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within five (5) days of written request by a Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

16.3. Insurance Coverage No Limitation on K12's Rights. The School's insurance will be primary coverage and any insurance K12 may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the School. K12's insurance will be primary coverage and any insurance the School may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on a Party's indemnification obligations expressly set forth herein.

16.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the School, as required by Applicable Law.

16.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

17. REPRESENTATIONS AND WARRANTIES.

17.1. Representations and Warranties of K12. K12 hereby represents and warrants to the School:

17.1.1. Organization and Good Standing. K12 is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of Stride Inc.

17.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.1.3. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

17.1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, storage or usage of the K12-provided materials by the School, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

17.2. Representations and Warranties of the School. The School hereby represents and warrants to K12:

17.2.1. Organization and Good Standing. The School is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State.

17.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the School and constitutes the valid and legally binding obligation of the School, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.2.3. Authority Under Applicable Law. The School has the authority under Applicable Law to: (i) contract with a management company to obtain the Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

17.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by the School will not constitute, under any other agreement, note, lease, or other instrument to which the School is a party or by which it or any of its assets is bound, any violation, breach or event of default by the School or any other party thereto.

17.2.5. Provision of Authority to K12. The School has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

17.2.6. Charter Enforceability and Renewal. The Charter is in full force and effect and constitutes a valid and binding obligation of each party thereto, enforceable in accordance with its terms. The School has delivered a true and complete copy of the Charter (and the Board-Charter Authorizer agreement(s), if any) to K12. The School will use best efforts to (a) maintain the Charter in full force and effect during the Term and, (b) to renew the Charter prior its expiration. The Board will not propose revisions to the Charter that would be effective during the term and have the effect, if approved, of modifying, deleting or adding material terms to this Agreement.

17.2.7. Certain Provisions of the Charter. The Charter authorizes the Board to operate the Program and receive the federal, state and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the Program operations and other activities contemplated in this Agreement.

18. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, or (iii) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) five business days after mailing as described in clause (i) of the foregoing sentence; or (ii) on the date of personal delivery if sent by reputable overnight carrier. Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

For K12:
Stride, Inc.
Attn: President of Schools
11720 Plaza America Drive
Reston, VA 20190

With Copy To:
Stride, Inc.
Attn: General Counsel
11720 Plaza America Drive
Reston, VA 20190

For the School:
Utah Virtual Academy
310 E. 4500 S. Suite 620
Murray, UT 84107

With Copy To:
Parr Brown Gee & Loveless, PC
Attn: Doug Waddoups
101 S. 200 E. Suite 700
Salt Lake City, UT 84111

19. NON-SOLICITATION/NON-HIRING.

19.1. Non-Solicitation. Except as set forth in Section 6, each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees (or former employees who were employed by K12 within the 12 months prior to the solicitation) of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

19.2. Non-Solicitation of Students. K12 agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement, unless agreed to by the School in writing, neither K12 nor its Affiliates will directly or indirectly market any other Stride-powered program to any Student then enrolled in the School. The term “directly or indirectly market” shall not be deemed to include general marketing not specifically directed towards Students then enrolled in the School and does not include information offered by and actions taken by K12 in response to inquiries, calls, or emails to K12 from such persons or their families. Notwithstanding the forgoing, this Section 19.2 shall not apply if the termination of the Agreement is initiated by K12 pursuant to Sections 10.1, 10.2 or 10.4 of this Agreement or if the termination is initiated by either Party pursuant to Section 10.3 of this Agreement.

19.3. Unpermitted Solicitation/Hiring Remedies. Except as set forth in Section 6, in the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee’s base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction.

19.4. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party’s employee, former employee or consultant as provided for in Section 19.3.

20. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

20.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the School’s authorized designee (other than a designee acting as legal counsel for the School) and to the HOS for K12. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the matter to the School’s authorized designee (other than a designee acting as legal counsel for the School) and the Regional Vice President for K12. If the dispute is not resolved after five (5) business days thereafter, then the Parties shall escalate the effort to resolve to the Board president and the Executive Vice President of School Management and Services for K12 who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under.

20.2. Mediation and Arbitration. If the Parties are unable to resolve the dispute pursuant to the Section immediately above, the Parties agree that they will attempt in good faith to settle any and all disputes arising out of this agreement, including those disputes relating to the enforceability or validity of this Agreement, through a process of mediation in Salt Lake County, Utah under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle any such dispute(s), the Parties hereby agree to proceed to mandatory binding arbitration in Salt Lake County, Utah, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional mediator and/or arbitrator.

20.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the Parties acknowledge that in the event of a breach of any provision contained in the Section entitled “Intellectual Property Rights”, either Party may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, the injured Party may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. The Parties will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by the Parties not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

20.4. Governing Law. The laws of the State of Utah without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

20.5. Attorneys’ Fees. In the event of legal action between the Parties associated with this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

21. MISCELLANEOUS.

21.1. Coordination; Exercise of Approval or Consent Rights:

21.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12’s legal counsel and the School’s legal counsel may consult from time to time with respect to the requirements of Applicable Law, the Charter, and the School’s and the Charter Authorizer’s policies as they relate to the School’s operations.

21.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines “in its sole judgment” or “its sole discretion,” or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

21.2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

21.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.4. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

21.5. License Audit. Upon forty-five (45) days written notice, K12 may audit the School's use of the Educational Products and the School agrees to cooperate and provide reasonable assistance with such audit. The School agrees to pay within thirty (30) days of written notification any fees applicable to the School's use of the Educational Products in excess of the license rights granted herein or K12 may revoke the related technical support and license(s).

21.6. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.8. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

21.9. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the School, such services will be construed to be limited to the extent necessary to make the services valid and binding.

21.10. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

21.11. No Third-Party Rights. This Agreement is made for the sole benefit of the School and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

21.12. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

21.13. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

21.14. Books and Records; Audit. K12 shall keep accurate records for all Services performed and Educational Products provided hereunder. K12 shall make such non-privileged and non-proprietary records available sufficient to show that all Services and Educational Products invoiced to the School were performed. They will be made available for examination and reproduction by the School upon the School's notice to K12. Such records shall be maintained by K12 and made available to the School for such examination and reproduction at all reasonable times during regular business hours for twenty-four (24) months after the date of the invoice for such Services and Educational products. K12 shall provide access to such books and records during K12's regular business hours no later than five (5) business days after the School's written request unless otherwise agreed by the School. Any examination or audit shall be performed by School or a Certified Public Accountant selected by the School; subject to the condition precedent, however, that the Certified Public

Accountant has signed a non-disclosure agreement in a form acceptable to K12. Provided that the School provides notice to K12 of amounts owed by K12 to the School no later than three months after the notice to K12 of the request for examination and reproduction, if an audit discloses that the School overpaid or that K12 otherwise owes money to the School, or that K12 was underpaid or that the School otherwise owes money to K12, any sums due plus interest at the rate of one percent (1%) per month accruing from the date previously paid by the School or underpaid to K12 will be paid within thirty (30) days after the sum due is agreed upon by the Parties or otherwise determined by a court or arbitrator pursuant to the dispute resolution provisions of this Original Agreement. The notice to K12 of amounts owed by K12 shall include the dollar amount owed by K12 and sufficient information, including copies of pertinent documentation, for K12 to determine the accuracy of said dollar amount. In the event that as a result of any audit performed by or on behalf of the School it is determined that the actual billed amount exceeds the proper amount that should have been billed by more than the lesser of \$25,000 or three percent (3%) of the total amount billed during the period audited, then K12 will pay the reasonable costs of the audit including amounts paid to any auditor or fees paid to outside counsel in addition to the amounts payable to the School in accordance with the foregoing. Notwithstanding the foregoing, the School shall not exercise its audit rights hereunder more than two (2) times in any twelve-month period.

* * * * *

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of
UTAH VIRTUAL ACADEMY

For and on behalf of
K12 VIRTUAL SCHOOLS LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

Educational Products

For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, for the Program and its Students and its personnel the following Educational Products and Services in accordance with the fees as provided for in this Agreement. Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product Related Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement.

- a. Administrative Transition
 - i. Assist in transitioning to an administrative staff employed directly by the School
- b. Educational Service Products
 - i. Provide Utah state-aligned K12® Curriculum and any third-party curriculum K12 generally offers to its virtual schools, as well as learning management system(s), for grades K-8 in language arts, math, science, history, CTE, fine arts, and electives¹
 - ii. Provide Utah state-aligned K12® Curriculum and any third-party curriculum K12 generally offers to its virtual schools, as well as learning management system(s), for grades 9-12 in language arts, math, science, history, CTE, fine arts, and electives²
 - iii. Assist School administrators in developing and implementing school improvement plans to increase academic outcomes according to state accountability metrics
 - iv. Assist School employees managing special education when necessary to further the School's goals
 - v. Assist School employees managing English Language Learners (ELL) and 504 plans when necessary to further the School's goals
 - vi. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where StrideK12 deems them to be valuable
- c. Educational Tools and Supplies³
 - i. Provide textbooks – physical and/or digital to each Student as necessary to deliver the educational curriculum
 - ii. Provide multimedia tools to each Student as necessary to deliver the educational curriculum

¹ Curriculum will fulfill Utah state education requirements and K12 will modify, create or license curriculum materials if necessary to comply with such requirements

² Curriculum at each grade level will fulfill Utah state education requirements and K12 will modify or create curriculum materials if necessary to comply with such requirements

³ All educational service products shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

- iii. Provide computers for each Student, and provide additional computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the curriculum and as agreed to in writing by K12 during the budgeting process. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.
- iv. Provide policies and procedures for the responsible use of the computers provided
- v. Provide software to each student as required for the Education Products provided by K12 pursuant to this Agreement for the computers provided
- vi. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.
- vii. As requested and as available, K12 may offer the following counseling tools for high school Students where such students will have access to various counseling tool(s) to support college, career planning and exploration. These tools and related offerings are described below:
 - i. National and local counseling efforts are buttressed by an online college and career planning platform that helps students organize and plan their futures. This tool helps students keep track of their high school coursework, log extracurricular activities/work hours, and set goals and strategies for achieving those goals. Further, this tool provides values, skills, and interests assessments to help direct students toward professional fields in which they are inclined while also offering a robust college search engine, allowing students to compare colleges across many different facets. Finally, this tool assists students in managing their college applications and searching for scholarships.
 - ii. Nationally, K12 may offer tools to foster the School's efforts to support career and college planning and exploration.
 - iii. Additionally, during the school year students can take advantage of national academic and career-focused virtual clubs and/or during the summer national academic and career-focused virtual camps.
- viii. Educational School Consulting. Consulting services for the School's educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program. K12's recommendations for the Program will be consistent with Applicable Law and the Charter.
- ix. Student Discipline. Provide information and cooperate with School on the handling of student disciplinary matters, as requested, including without limitation attendance and truancy matters. K12 can recommend policy and procedures for School adoption consistent with Applicable Law.

- x. Teacher Effectiveness and Training. Provide training for new teachers and ongoing professional development for teachers as requested. Host ongoing teacher professional development sessions throughout the school year for new and returning teachers as requested.
 - xi. Property Management. Prepare and submit to the School (or its designees) proposed policies and procedures regarding the responsible use of instructional equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.
- d. **Instructional Support**
- i. Provide concepts for online instructional support both asynchronously and synchronously
 - ii. Develop and offer new teacher training and professional development including hosting professional development sessions throughout the school year for new and returning teachers
 - iii. Provide data regarding student demographic, performance, and attendance in a single data warehouse for school use in weekly dashboards and custom reports.
 - iv. In collaboration with the School, collect documentation to support ISP reimbursement for families
- e. **Technology Services**
- i. Provide 24-7 monitoring of online learning management systems
 - ii. Fix production issues as they arise
 - iii. Provide telephone support for students troubleshooting system errors
 - iv. Provide teacher support for answering technology-related questions from students, parents, teachers, and administrators
 - v. Generate reports on student academic performance, attendance, and progress
 - vi. Train school staff on technology systems
 - vii. Maintain UTVA's computer network
 - viii. Maintain software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience
 - ix. Provide electronic security of student records
 - x. Supervise and implement rollovers at the end of the academic year
- f. Public Affairs. The K12 Public Affairs team includes government relations, regulatory affairs, strategic communications, advocacy, education policy, and external affairs. These services include:
- i. **Inside Advocacy**
 - Manage a team of state-based and federal lobbyists in support of the Program
 - Monitor legislative and regulatory activity impacting the Program.
 - ii. **Outside Advocacy**

- Support and collaborate national and state-based parent-led grassroots organizations for the Program.
- Manage relationships with third party education and policy organizations and other external parties.
- iii. Education and Policy
 - Advocate for political and policy environments that yield new opportunities for the Program.
 - Promote public policies that advance digital learning, parent choice in education, and sound accountability frameworks
- iii. Crisis Team
 - Communications and Media Relations
 - Provide policy communications and media relations support for the Program

EXHIBIT B

Marketing and Enrollment Services

For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, for the Program and its Students and its personnel the following Educational Products and Services in accordance with the fees as provided for in this Agreement. Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product Related Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this

Services to be provided by K12:

- a. General
 - i. Implement recruitment strategy to achieve enrollment objectives, including a specific strategy for increasing enrollment through the Statewide Online Education Program (SOEP)
 - ii. Enrollment, Registration, and Placement Services
 - A. Create, design, and prepare all recruitment materials and advertisements.
 - B. Assist with information sessions via various media platforms and in person.
 - C. Assist in the design of letterhead, logos, and school identity collateral.
 - D. Manage application and enrollment process including communication with applicants and their families.
 - E. Plan and conduct school orientation sessions including students and parents.
 - F. Respond to all inquiries about the School's curriculum, enrollment process, instructional methods, etc.
 - G. Conduct sampling of students to interview who withdraw to better understand how to improve programming.
 - H. Create method for constituents to provide feedback and for evaluating and reporting such feedback.
 - I. Form virtual social clubs for students based on student interest and demand; clubs generally meet monthly and are formed based on Student feedback on their interests. K12 also provides access to participation opportunities in nationwide art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Students.
 - J. Assist in the graduation process and ceremonies.
 - iii. Admissions
 - A. Implementation of the Program's admissions policy and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery if required.
- b. School Website
 - i. Provide a fully-hosted "mini" web site of up to 12 pages for the School's Program. The "mini" site is created from K12 templates with editable fields whose content is customized with the Program's logo embedded. The website also includes a branded lead-capture form. K12 will use the Program's logo on the website and for recognition on the "Participating Schools", "State Paid Media Landing", and "School Finder" pages on k12.com as a partner program. The Program will be provided access to a proprietary online enrollment tool for its families to use for registration and a dedicated toll-free number. This phone number is specific to the Program and will be featured on the Program's website and emails. Utilizing K12's lead database, the Program will be marketed via email communication (in regional/state-wide messaging as appropriate). Additionally, Program-specific search terms will be added to K12's Search Engine Marketing program. The Program is provided student registration, enrollment processing and placement of all Students, along with electronic records storage (in EPR tool).

- For the avoidance of doubt, K12 shall not provide recruiting services during the Term for any forthcoming year(s) in which K12 shall not be providing the Educational Products and Services
- ii. Develop tools on the School website including those needed to support online learning such as password protected threaded discussion and message boards.
 - iii. Maintain quality assurance for website including avoiding “version control” problems.
 - iv. Coordinate security, creative, and content issues pertaining to the website.
 - v. Coordinate web hosting contracts and relationships across the state, as needed.
 - vi. Handle all troubleshooting issues with the website.
 - vii. Ensure website compliance to all applicable state policies.

EXHIBIT C

K12 Proprietary Marks

All trademarks, trade names, service marks as set forth at <https://www.stridelearning.com/ip-policy.html>, as may be revised from time to time, and each of their logos.

Trademark Quality Control – Restricted Content: The School shall not use the K12 Proprietary Marks in connection with harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise offensive material, or in any manner that would be likely to tarnish or adversely impact the reputation, quality, value and goodwill associated with K12 and/or the K12 Proprietary Marks.

EXHIBIT D⁴
Agreement Products

K-8 student curriculum and materials for curriculum
HS student curriculum
Staff and teacher access to curriculum
Teacher materials for curriculum
Student computers, logistics and technical support⁵
State testing computers⁶
Testing Nirvana
NWEA test
USA Test Prep
Teacher Services (IST)
Testing computers and standard support
Blackboard Connect
Related Services Manager software

⁴ For all third party software and services, K12 reserves the right to replace that software and services with similar software and services.

⁵ ²Computers - Includes HW/SW support, white glove delivery service, and technical support. (Routers, hotspots, and onsite tech support are available for an additional fee upon request.)

⁶ Includes computers and associated equipment and support at no more than the same number of sites and comparable levels of support as that used in each semester of the 2022-2023 school year

EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

Between

UTAH VIRTUAL ACADEMY

And

K12 VIRTUAL SCHOOLS LLC

**FOR THE UTAH VIRTUAL ACADEMY
FOR GRADES K THROUGH 12**

TABLE OF CONTENTS
EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

RECITALS	1
1. DEFINITIONS.....	1
2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.....	2
3. SCHOOL RESPONSIBILITIES.....	4
4. TERM OF AGREEMENT.....	4
5. PRICING, FEES AND PAYMENT.....	5 4
6. PROGRAM PERSONNEL.....	5
7. PAYMENT OF PRODUCT AND SERVICE FEES.....	6
8. RELATIONSHIP OF THE PARTIES.....	7
9. OTHER SCHOOLS.....	8 7
10. TERMINATION.....	8 7
11. TERMINATION EFFECTS.....	9 8
12. INTELLECTUAL PROPERTY RIGHTS.....	10 9
13. LIMITS ON LIABILITY AND DAMAGES.....	12 11
14. ASSIGNMENT.....	12 11
15. INDEMNITY.....	12 11
16. INSURANCE.....	14 13
17. REPRESENTATIONS AND WARRANTIES.....	14
18. OFFICIAL NOTICES.....	16 15
19. NON-SOLICITATION/NON-HIRING.....	16
20. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.....	17 16
21. MISCELLANEOUS.....	18 17
EXHIBIT A.....	22 21
EXHIBIT B.....	26 25
EXHIBIT C.....	28 27
EXHIBIT D.....	29 28

EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

Between the
UTAH VIRTUAL ACADEMY
And
K12, INC.

This EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT (“**Agreement**”) is made and entered into, by and between the Utah Virtual Academy, a Utah nonprofit public benefit company (hereinafter the “**School**”) and K12 Virtual Schools LLC, a Delaware limited liability company (hereinafter “**K12**”), each a “**Party**” together the “**Parties**”, as of the date signed by both Parties, and includes the following exhibits:

- a. Exhibit A (Educational Products and Services)
- b. Exhibit B (Marketing and Enrollment Services)
- c. Exhibit C (K12 Proprietary Marks)
- d. Exhibit D (Agreement Products)

RECITALS

A. **WHEREAS**, the Utah Virtual Academy is operated and governed by its Board of Directors (the “**Board**”),

B. **WHEREAS**, the Parties have previously had an agreement under which K12 provided educational products and services (the “**Prior Agreement**”),

C. **WHEREAS**, K12 responded to the School’s Request for Proposal for Education Services and Marketing and Enrollment Services with a proposal submittal deadline of February 1, 2023,

D. **WHEREAS**, the Board awarded those branches of the RFP to K12, and

E. **WHEREAS**, the Parties now wish to enter into a final and binding Agreement,

NOW, THEREFORE, the Parties mutually agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. **Affiliates.** An Affiliate of K12 is an entity that controls, is controlled by, or under common control with K12, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. **Applicable Law.** Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public charter schools in the State.

1.3. **Charter.** The Charter is defined as the authorization provided to the Board by the Charter Authorizer pursuant to Applicable Law, permitting the Board to operate a public charter school and entitled to receive public funds, appropriations and other revenues.

1.4. Charter Authorizer. The Charter Authorizer is the entity which has been granted the authority by law to permit the Board to operate a school in accordance with the Charter and Applicable Law. The Charter Authorizer is currently the Utah State Board of Education.

1.5. Facility. Facility means the real property leased by the School for the Program's administrative offices located at 310 East 4500 South, Suite 620, Murray, UT 84107.

1.6. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.7. Program. The Program is the School's public online educational offering using K12 products and services in Accordance with this Agreement and currently known as UTVA.

~~1.8. Program Revenues. Program Revenues are all revenues and income generated or appropriated for and received by or on behalf of the School as attributed to any Student or the Program which includes, but is not limited to, the following sources as applicable: state and local per-pupil basic education funds and other public school state and local funding; federal funds specific to the Program and/or its students; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 et seq., as amended); State provided facility funding, part-time Statewide Online Education Funding and other income or revenue sources provided by law and obtained by the School and/or K12 which are not specifically excluded herein and all contributions and grants (including but not limited to Charter School Block Grants and other grants as applicable) received by or on behalf of the School or its Board and granted as a matter of right and/or practice or through competitive and non-competitive grant processes, which are to assist in the improvement of the Facility, the implementation or maintenance of the Program, and/or Program operations. Notwithstanding the foregoing, Program Revenues shall not include any amounts received by the School (i) through the CARES Act, the Elementary and Secondary School Emergency Relief Fund or similar state or Federal legislation enacted to address financial impacts on K-12 schools, including charter schools, due to COVID-19 relief unless such amounts are specifically allocated to, and received by, the School to compensate the School for a reduction in weighted pupil unit funding on account of COVID-19, or (ii) on account of any educator salary adjustments.~~

1.8. ~~1.9.~~ Shareholder. A Shareholder is a holder of greater than one percent (1%) of Stride Inc.'s outstanding shares of common stock.

1.9. ~~1.10.~~ State. The State is Utah.

1.10. ~~1.11.~~ Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.

2.1. Description of Educational Products. For each school year during the Term, K12 and Affiliates shall license to the School solely for use in the Program and, solely as to curriculum, for part-time students taking courses through the Statewide Online Education Program ("SOEP Students"), on a non-exclusive, non-assignable, non-sublicensable basis and/or provide the services, the products and offerings set forth in Exhibit D as generally described in Exhibit A, including the K12 curriculum, access to its online school and designated learning management system(s) and/or available third party curriculum, instructional tools and other products and offerings (collectively the "**Educational Products**"). During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs), at agreed-upon fees, beyond those listed in Exhibits D. Provision of additional products will be mutually agreed upon and shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.2. Description of Marketing and Enrollment Services. For each school year during the Term, K12 and Affiliates shall provide marketing and enrollment services (“**Services**”) to the School solely for the Program as described in Exhibit B. During the Term, the Parties may agree upon K12 and Affiliates providing the School with additional services, at agreed-upon fees, beyond those listed in Exhibit B. Provision of additional services shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.3. Special Education, Section 504 and ELL Services. For each school year during the Term, K12 shall assist the staff and teachers with the provision of special education and/or related special needs services for Students with special education needs or any Students who have, will have or require an Individualized Education Plan (“**IEP**”) by having a K12 Placement Counselor help the School to satisfy Child Find requirements in Applicable Law, providing professional development to the Teachers regarding Child Find responsibilities, posting information required by Applicable Law regarding Child Find on the Program’s website and providing such information to enrolled families, providing a special programs enrollment team to assist the Program with creating and implementing an enrollment plan for students with special needs, providing related services team personnel to provide support to the Program in procuring related service providers and providing an annual audit of special education files and operational procedures. K12 shall assist the staff and teachers with the provision of English Language Learner (“**ELL**”) services by including Home Language Survey questions in the enrollment process, verbally asking those questions during the placement process, providing translation and interpretation services as required by Applicable Law, and providing professional development on ELL. K12 shall assist the staff and teachers with the provision of services under Section 504 of the Rehabilitation Act of 1973 as amended (“**504**”) by providing consultation services to the staff and teachers. K12 will assist the Program with compliance with Applicable Laws on special education, ELL Services and 504 services by providing its review team to review and correct special programs submissions prior to submission to the appropriate governmental agency. The K12 Public Schools Data Analytics Team will work with the Program to provide management reviews of key special programs data points. Except as explicitly set forth in this Section 2.3, the School shall be responsible for all Special Education, 504 and ELL services.

2.4. Place of Performance. Performance of Services is not required to be rendered at the Facility, unless specifically stated in Exhibit A or required for compliance with Applicable Law or the Charter.

2.5. Standards of K12 Performance.

2.5.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement as set forth on Exhibits A and B, and any amendments hereto in accordance with Applicable Law, the Charter, and Board and School policies that are both made known to K12 in writing and relate to academics. Subject to Section 11, K12 shall also comply with changes in Academic Policies (as defined in Section 3.3) within thirty (30) days of receipt of written notice and a copy thereof; however, Academic Policies shall be adopted in accordance with Section 3.3. For the sake of clarity, a Board or School policy (whether on academics or otherwise) cannot and does not revise, amend or create additional rights or obligations to either Party of this Agreement, except as may be agreed to by both Parties as a written amendment hereto.

2.5.2. Confidentiality of Records/FERPA. The School shall ensure that K12 has the right to access personnel, Student and School financial data. As such, K12 will maintain the confidentiality of School personnel, Student data and other records in accordance with the requirements of Applicable Law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“**FERPA**”) and the State open records act, K12 has a legitimate educational interest for purposes of the School representatives disclosing a student’s educational records to K12. The School shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

2.5.4. Non-Discrimination. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation, and on all other bases required by Applicable Law.

2.5.5. Exclusivity. K12 shall be the sole provider of the Education, Marketing and Enrollment Services provided pursuant to this Agreement for the Program unless otherwise waived in writing by an authorized officer of K12. Notwithstanding the forgoing the Board is permitted to procure goods and services from a third party to the extent required by law or in order to fulfill its fiduciary responsibilities to the School. Prior to any third-party procurements of the Education, Marketing and Enrollment Services provided pursuant to this Agreement, the Board shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods the Board shall procure them from K12. For the avoidance of doubt, the provisions of this Section shall only apply during the term of this Agreement and shall not be applicable with respect to any period following the expiration of the Term or the termination of this Agreement.

2. SCHOOL RESPONSIBILITIES.

3.1. Payment Obligation. For the Educational Products and Services, the School shall compensate K12 at the rates and conditions set forth in this Agreement or as amended as mutually agreed in writing.

3.2. Oversight of K12. The School shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. The School shall also be responsible for overseeing the Program's quality, operational and financial performance and for working with the Charter Authorizer and other authorities.

3.3. Adoption of Policies. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various academic policies for the Program ("**Academic Policies**"). K12 will implement procedures consistent with such policies, but the School retains ultimate responsibility for adopting policies and for overseeing K12's implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and the School will work collaboratively and in a timely manner on the creation of Academic Policies. The School shall promptly provide K12 written copies of all policies (academic or otherwise) adopted and must promptly notify K12 in writing of any changes to such policies.

3.4. School Related Documents. The School shall promptly provide K12 with any reports, documents and other findings that are related or may have an impact on K12's obligations herein. Such School related correspondence includes, but is not limited to, Board resolutions and reports, minutes of Board meetings, State audit preliminary and final reports, and Charter Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

3.5. School Compliance. The School will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law, the Charter and the Charter Authorizer's policies.

3.6. Employment of Teachers and Staff. Unless otherwise mutually agreed in a written amendment to this Agreement, the School will employ the teachers and staff and will be responsible for all costs, whether third party operational costs for human resources and payroll (including without limitation software, and payroll services) or compensation and benefits associated with their employment (including without limitation salaries, benefits, travel, and other related expenses). The School will review recommendations that may be made by K12 regarding the hiring or dismissal of the teachers and staff, but the School will have the authority to determine in its sole discretion whether any person to be employed by the School shall be hired or dismissed.

4. TERM OF AGREEMENT.

4.1 Term. This Agreement will become effective upon the date of full execution by the Parties, for commencement on July 1, 2023 (“**Effective Date**”) and will terminate on June 30, 2028 (“**Term**”) unless sooner terminated under Section 10 of this Agreement. In the event the Charter Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and Applicable Law, unless this Agreement is otherwise terminated in accordance with Section 10 herein.

5. PRICING, FEES AND PAYMENT.

5.1. Educational Product and Services Prices. For students enrolled in UTVA, in consideration of the value of the Educational Products and Services provided by K12 as set forth in Exhibit D and generally described in Exhibit A, the School will pay K12 and its Affiliates (a) at the rate of \$3373.00 per fulltime student with the number of students based on the certified October Count Date Enrollments (as defined below) as further described in Section 7.1 and (b) with respect to SOEP Students ~~42% of the Program Revenue with respect to the SOEP Students~~ \$150 per 0.5 credit course funded. Notwithstanding anything in this Agreement to the contrary, the School agrees that the fees set forth in this Section 5.1 will be subject to change, no more than once per calendar year, at K12’s reasonable discretion and communicated to the School during the annual budget process. Notwithstanding the foregoing, under no circumstances shall the annual increase exceed the change in Consumer Price Index – All Urban (“**CPI-U**”) published by the US Department of Labor Statistics, which shall be calculated each October based on changes in the CPI-U from the previous October. Payment for the Educational Products shall be made in accordance with Section 7 below.

5.2. Waiver and Release. UTVA hereby releases, acquits and forever discharges, and covenants not to sue to bring any legal action against K12, any of its Affiliates or any of their officers, directors, employees, or agents with respect to any and all claims or causes of action of any nature, both past and present, at law or in equity, which UTVA has or which could be asserted on its behalf, resulting from or arising out of any act or omission of any kind occurring on or before the date on which UTVA executes this Agreement. K12 hereby releases, acquits and forever discharges, and covenants not to sue to bring any legal action against UTVA or any of its officers, directors, employees, or agents with respect to any and all claims or causes of action of any nature, both past and present, at law or in equity, which K12 has or which could be asserted on its behalf, resulting from or arising out of any act or omission of any kind occurring on or before the date on which K12 executes this Agreement; provided, however, that nothing herein is a waiver or release of any claim or cause of action ~~for payments periods which K12 has not yet billed for~~ with respect to (a) standard fees in the ordinary course of business ~~and payments billed by K12 but not yet due to be paid by UTVA~~ under that certain Educational Products and Services Agreement between K12 and the School, dated as of July 1, 2018, as amended (the “Original Agreement”) for the periods of May and June of 2023, (b) any amounts which may be due to K12 for fiscal year 2022 pursuant

to Sections 7.5 and 7.7 of the Original Agreement and (c) the amount of \$85,000 which the School agrees to pay as a compromise for amounts invoiced by K12 under the Original Agreement for fiscal year 2021. Nothing in Section ~~5.4~~5.2 shall be deemed or construed at any time or for any purpose to be an admission by either Party of any wrongdoing, failure to act or violation of contract or law.

6. PROGRAM PERSONNEL.

6.1. K12 Staff Release. Effective upon the full execution of this Agreement, and as a condition to the School's obligations under this Agreement, K12 will release all of its employees who are then assigned solely to the Program from their non-competes for employment but only to the extent that it permits such persons to become employees of the School. The School will employ and determine the employment terms for all teachers and staff. The School will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members. K12 hereby agrees to waive any rights, remedies or prohibitions in non-compete or non-solicit provisions in this Agreement or the Prior Agreement solely to the extent that it permits the School to solicit, make employment offers to and employ K12's staff that are assigned solely to the Program.

6.2. Complaints About K12 Staff. If the School is dissatisfied or concerned about the job performance of a K12 staff member assigned to the Program, the School shall discuss the matter with K12 via written notice.

6.3. Teachers and Staff. The School shall employ and be ultimately responsible for the teachers and staff, except in limited circumstances, and with written School permission, where K12 deems it reasonably necessary to employ such staff to deliver the Educational Products and Services hereunder. K12 may make recommendations regarding the hiring and firing of a teacher or staff. The School will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel, payroll processing and other School related expenses). The School shall ensure that, to the extent required by law, all teachers and staff personnel shall be State certified or possess the necessary credentials, qualifications, background and conduct checks as required by Applicable Law and/or the Charter.

6.4. Complaints About School Employees. If K12 is dissatisfied or concerned about the job performance of any of the School's staff, including administration, teachers or staff, K12 may discuss the matter with the Board via written notice.

6.5. Background Investigations on K12 Employees. As part of its Educational Products and Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the Program to the extent required under Applicable Law and will maintain documentary evidence that it has done so. Upon the School's request, K12 will provide the School with documentary evidence of its compliance of this Section, subject to any privacy restrictions or confidentiality requirements imposed by Applicable Law.

6.6. Background Investigations on School Employees. The School will ensure that, with respect to teachers and staff, the School fulfills its responsibilities to: a) conduct criminal background checks required by Applicable Law; and b) maintain evidence that it has performed such actions.

7. PAYMENT OF PRODUCT AND SERVICE FEES.

7.1. Invoicing and Payment of Fees. With respect to fulltime students, K12 will submit to the School, an invoice for the Educational Products and Services each month from August to May of each Fiscal Year. With respect to SOEP Students, K12 will submit to the School an invoice following each semester. Invoices

for the students enrolled in UTVA shall be ~~billed on a daily basis~~ at the price set forth in Section 5.1, spread equally over each of the 10 months and ultimately based on the certified number of students determined as of the date in October of each school year that is used by the Utah Department of Education for the determination of funding UTVA based on the number of students (“**October Count Date Enrollments**”). Prior to the availability of the October Count Date Enrollments, UTVA will provide an estimated number of students during the school’s annual budget process for initial billing purposes. In a Fiscal Year, invoices delivered more than thirty days after the October Count Date Enrollments are made available will use the October Count Date Enrollments for UTVA . Invoices that used the estimated number of students will be recalculated and trued-up using the October Count Date Enrollments for UTVA for that Fiscal Year. To the extent that any of the invoices that used the estimated number of students resulted in an overpayment to K12 by UTVA, K12 will credit that amount in the February invoice. To the extent that any of the invoices that used the estimated number of students resulted in an underpayment to K12 by UTVA, K12 will invoice that amount to UTVA in the February invoice.

7.2. Location of Payment. All payments made hereunder will be made to K12 (or its designated Affiliate) and at the address set forth above, or such other address provided by K12 in writing.

7.3. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within sixty (60) days from the date the School receives the invoice. Any amounts past due and owing to K12, other than Disputed Amounts, will accrue interest at one and one-quarter percent (1.25%) but not to exceed fifteen percent (15%) per annum on such overdue amount. The School shall not intentionally withhold payments due to K12 other than any Disputed Amounts.

7.4. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the School. Without limiting the foregoing, the School agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, and except for taxes based on K12’s income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

7.5. Disputed Amounts. If the School disputes any charge invoiced by K12 (“**Disputed Amounts**”), the School (or its authorized designee) must submit a good faith claim in writing regarding the Disputed Amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the School’s receipt of the invoice at issue. If the School (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding such Disputed Amount, then notwithstanding anything in this Agreement to the contrary, the School waives all rights to dispute and file any claim thereafter regarding such Disputed Amount (and the School also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any credits or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

8. RELATIONSHIP OF THE PARTIES.

8.1. Status of the Parties. K12 is not a division or any part of the School. The School is a body corporate authorized under State law, governed independently by its Board of Directors and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the School or Board and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of the Board and School. The School and its employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

8.2. No Related Parties or Common Control; Certain Permitted Participations. Except as contemplated by this Agreement or any agreement between the School and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including termination rights, under this Agreement. None of the School's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's board of directors or Shareholders of K12 shall be vested in the Board's or its Charter Authorizer's directors, trustees, members, managers, officers, shareholders, or employees. The School agrees to take such action as is necessary to permit employees or agents of K12 to have a nonvoting presence at the Board meetings, including executive sessions, during the Term of this Agreement, provided that, the inclusion of employees or agents of K12 in executive sessions will be at School's discretion and is not inconsistent with Applicable Law.

9. **OTHER SCHOOLS.** The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools, institutions or districts within and outside of the State. In providing student recruitment or enrollment services to schools other than UTVA which accept students from Utah, K12 will provide equitable service to all programs per the services contracted.

10. **TERMINATION.** Events of termination are as follows:

10.1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 20; however, either Party may terminate this Agreement for cause at any time with ninety (90) days' prior written notice to the other Party. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. In addition, K12 shall cooperate in good faith to provide any requested coursework and student data to the School in the event of such termination.

10.2. Not used.

10.3. Termination Upon Loss of Program Approval, Charter or Non-Profit Status. This Agreement may be terminated immediately by either Party upon written notice to the other Party: (i) if the Charter Authorizer provides written notice that it has terminated, revoked, or not renewed the Charter, or (ii) upon a final determination by the Internal Revenue Service that the School is not eligible for 501(c)(3) status, or (iii) upon a final adverse determination by the highest court in the State that the Program is no longer valid under law or its ruling has the effect of terminating the Program; provided, however, that Section 10.3(i) shall be effective on the last day on which the Charter is in effect and, further provided, that Section 10.3(i) shall not be applicable if the Charter is replaced by a different charter with a charter authorizer.

10.4. Termination in the Event of Certain Changes in the Charter or School Policies. K12 may terminate this Agreement effective immediately upon written notice to the School in the event that the Charter is amended or the Board or the Charter Authorizer adopts or amends a policy, in each case without the prior written consent of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board or Charter Authorizer adopts such an adverse policy in the middle of a school year, K12 agrees to use reasonable efforts to complete the then current school year without waiving any rights and remedies hereunder.

10.5. Change in Applicable Law. If any change in Applicable Law (other than those changes encompassed within Section 10.2 of this Agreement) enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

11. TERMINATION EFFECTS. Effects of termination are as follows:

11.1. Outstanding Payments Due. Except as otherwise agreed by the Parties in writing, termination does not relieve the School of any obligations for payments outstanding to K12 as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

11.2. Return of Equipment. Return of K12-provided equipment is mandatory. All K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with K12's policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials will be invoiced to the School at the Replacement Value. For purposes of this Agreement, the "Replacement Value" is the cost to replace the equipment anew, without regard to depreciation.

11.3. Fees Owed. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the School shall owe for all products and services rendered to include the Educational Products and Services in accordance with this Agreement for the period up to and including the then current Fiscal Year of the termination or expiration. All such fees will be determined on an accrual basis per the School's audited financial statement up to and including the year in which this Agreement terminates or expires.

~~11.4. Loss of Value. The Board acknowledges and agrees that the subject matter of this Agreement is unique and that it would not be possible for K12 to resell the Educational Products or the Services that are the subject of this Agreement. In view of the difficulty in estimating K12's damages incurred, the Parties agree to the extent not precluded by Applicable Law, for the purposes hereof that K12's damages (in addition to those entitled under law or equity) shall be fifteen percent (15%) of the Program Revenues in the remaining portion of the Fiscal Year in which the Agreement is being terminated, due within thirty (30) days following date of such termination, if the Agreement is terminated as set forth in Section 10 because of the Board's actions or omissions unless said action or omission is in response to state or federal law or direction which is not caused by the negligent action or omission or the willful misconduct of the Board, and except as action is taken by the Board to terminate this Agreement in accordance with Section 10.1.~~

12. INTELLECTUAL PROPERTY RIGHTS.

12.1 Proprietary Materials. The School acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, school Charter application, presentations and related petitions and documents, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the School and other materials created for the School, and curricular

materials and any and all customizations and derivative works thereof (collectively, “**K12 Proprietary Materials**”); provided, the K12 Proprietary Materials shall not include any UTVA IP (as defined below) or the Program name. The School further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials.

12.2 Sub-License of K12 Proprietary Materials. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, the School shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, the School will cease use of the K12 Proprietary Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the School, Teachers, School employees and Students participating in the Program.

12.3 Rights of K12 in K12 Proprietary Marks. The School acknowledges and agrees that, as between the School and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate’s trademarks, service marks, trade dress and trade names including related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in Exhibit C (collectively, “**K12 Proprietary Marks**”). The School further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the K12 Proprietary Marks except in the limited capacity as set forth in Section 12.4 or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

12.4 Sub-License of K12 Proprietary Marks. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the K12 Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, the School will not be permitted to sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of such license, the School will cease use of the K12 Proprietary Marks.

12.5 Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks by School. The School will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, the School also agrees not to not alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will the School act or permit action in any way that would impair the rights of K12 in them. The School’s authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of the School’s use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the School will notify K12 promptly in writing of any known infringement thereof and of any use of K12’s Intellectual Property (including the K12 Proprietary Materials, and/or the K12 Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which the School becomes aware. K12 and the School agree to

reasonably assist each other in pursuing measures to prevent further use of K12's Intellectual Property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the School 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. Moreover, to the extent the School has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, the School hereby assigns and transfers to K12, its successors and assigns, all of the School's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

12.6 Publicity/Press Release. K12 may use the School and the Program's name and Program references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the School and K12.

12.7 Program Name. K12 acknowledges and agrees that, as between K12 and its Affiliates on the one hand and the School on the other, the School owns all intellectual property rights and interests in the name of the Program. K12 further acknowledges and agrees that neither it nor any of its Affiliates has any intellectual property interest or claims in or to the Program's name. The School hereby grants K12 and each of its Affiliates a royalty-free, non-exclusive, non-transferable license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the Program's name in connection with the Program's operations as contemplated in this Agreement. The School hereby grants K12 and each of its Affiliates a royalty-free, non-exclusive, non-transferrable perpetual license to use the Program name in electronic and written marketing materials to promote the goods and services offered by K12 or any of its Affiliates.

12.8 School Intellectual Property. K12 grants all of its copyrights and other intellectual property rights in all works of expression created, developed, written or conceived uniquely and solely for the promotion and marketing of UTVA by a third party under contract to K12 as a result of the marketing and enrollment services performed pursuant to this Agreement (the "UTVA IP"). The UTVA IP shall be the sole property of the School and, accordingly, K12 will disclose, deliver and assign to the School all such works subject to copyright, if any. K12 agrees to execute all documents to make all arrangement necessary to further document such ownership and/or assignment, and to take whatever other steps may be needed to give the School the full benefit of them. K12 specifically agrees that all UTVA IP shall be considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by the School. Notwithstanding the foregoing, any intellectual property of K12 in existence prior to the parties' execution of this Agreement or developed by K12 wholly independent of any work performed pursuant to this Agreement and all derivative works of either of them shall be and remain K12's sole property.

13. LIMITS ON LIABILITY AND DAMAGES.

13.1 LIMIT OF LIABILITY. K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE SCHOOL AND THE SCHOOL'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR ONE (1) YEAR.

13.2 CONSEQUENTIAL DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, AND WITH RESEPECT TO CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, ~~LOST PROFITS~~, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

14. ASSIGNMENT. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party provided, however, K12 may assign all of its rights and obligations under this Agreement to any Affiliate, acquirer, or successor in interest to the extent not otherwise expressly prohibited by Applicable Law. K12 may delegate the performance of its duties to any person, contractor or entity but K12 shall (i) have control over any such delegees, (ii) be responsible for the performance in accordance with the terms of this Agreement, of any services performed by its delegees, and (iii) be responsible for any fees payable to delegees.

15. INDEMNITY. The Party charged with indemnifying and/or defending under this provision (the “**Indemnifying Party**”) shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 15 (the “**Indemnified Party**”) promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

15.1. Indemnification of the School. K12 will indemnify, defend, and save and hold the School and all of its employees, officers, directors, trustees, subcontractors and agents, (collectively (“**School Indemnitees**”) harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a “Claim”) that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with providing the Educational Products and Services hereunder, but excluding any Claims that arise from conduct undertaken in accordance with the Charter Authorizer's, the Board's, the School's, or the School Indemnitees' instructions, procedures or written policies, except where such instructions arise from and are in accordance with explicit recommendations formally provided by or on behalf of K12, (c) act or omission of K12 or K12 Indemnitees (defined below) in connection with providing the Educational Products and Services hereunder that results in injury, death, or loss to person or property, except to the extent any Claims arise out of actions or omissions of the School, the School Indemnitees or the Charter Authority, and (d) Claim based upon, in connection with, relating to or arising out of infringement of patents or the improper use of other proprietary or intellectual property rights with respect to the Educational Products, the Services, and any other actions by K12, its Affiliates, or any other person directly or indirectly employed by it or for whose actions it may be liable during the performance of the work under this Agreement. Section 15.1(d) shall not apply to the extent that the claim results from the combination of Education Products or Services provided by K12 with any products or services provided to UTVA by a third party. If a claim arises with

respect to Section 15.1(d), K12 shall have the right to (a) substitute substantially equivalent non-infringing intellectual property; (b) modify the intellectual property so that they no longer infringe but remain functionally equivalent; (c) pay for a license to use the intellectual property or (c) terminate the Agreement. K12 and its Affiliates shall not be liable for any Claims related to the enrollment, placement and provision of services to any Students with or seeking special education, ELL or 504 needs.

15.2. Indemnification of K12. The School will indemnify, defend, and save and hold K12 and its Affiliates and all of their respective employees, officers, directors, subcontractors, and agents and their respective successors and permitted assigns (collectively “**K12 Indemnitees**”), harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the School (or its designees) pursuant to this Agreement, (b) noncompliance by or on behalf of the School with any Applicable Law in connection with Program’s operations, (c) act or omission of the School or School Indemnitees in connection with the Program’s operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12 or K12 Indemnitees, and (d) for any Claims that are related to the School’s (or its designees’) action or inaction with respect to the enrollment, placement and provision of services to any Students with or seeking special education, ELL or 504 needs.

15.3. Indemnification Procedures:

15.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

15.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party’s expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from, or in addition to, one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel’s reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled “Indemnification”.

16. INSURANCE.

16.1. Liability Coverage. Each Party will initiate and, with respect to all claims-made-based policies,

maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$3,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by the School (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D&O and E&O insurance) will include the School and its respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

16.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within five (5) days of written request by a Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

16.3. Insurance Coverage No Limitation on K12's Rights. The School's insurance will be primary coverage and any insurance K12 may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the School. K12's insurance will be primary coverage and any insurance the School may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on a Party's indemnification obligations expressly set forth herein.

16.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the School, as required by Applicable Law.

16.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

17. REPRESENTATIONS AND WARRANTIES.

17.1. Representations and Warranties of K12. K12 hereby represents and warrants to the School:

17.1.1. Organization and Good Standing. K12 is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of Stride Inc.

17.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.1.3. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS

SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

17.1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, storage or usage of the K12-provided materials by the School, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

17.2. Representations and Warranties of the School. The School hereby represents and warrants to K12:

17.2.1. Organization and Good Standing. The School is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State.

17.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the School and constitutes the valid and legally binding obligation of the School, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.2.3. Authority Under Applicable Law. The School has the authority under Applicable Law to: (i) contract with a management company to obtain the Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

17.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by the School will not constitute, under any other agreement, note, lease, or other instrument to which the School is a party or by which it or any of its assets is bound, any violation, breach or event of default by the School or any other party thereto.

17.2.5. Provision of Authority to K12. The School has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

17.2.6. Charter Enforceability and Renewal. The Charter is in full force and effect and constitutes a valid and binding obligation of each party thereto, enforceable in accordance with its terms. The School has delivered a true and complete copy of the Charter (and the Board-Charter Authorizer agreement(s), if any) to K12. The School will use best efforts to (a) maintain the Charter in full force and effect during the Term and, (b) to renew the Charter prior its expiration. The Board will not propose revisions to the Charter that would be effective during the term and have the effect, if approved, of modifying, deleting or adding material terms to this Agreement.

17.2.7. Certain Provisions of the Charter. The Charter authorizes the Board to operate the Program and receive the federal, state and local education funds identified in this Agreement, as well as other

revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the Program operations and other activities contemplated in this Agreement.

18. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, or (iii) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) five business days after mailing as described in clause (i) of the foregoing sentence; or (ii) on the date of personal delivery if sent by reputable overnight carrier. Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

For K12:
Stride, Inc.
Attn: President of Schools
11720 Plaza America Drive
Reston, VA 20190

With Copy To:
Stride, Inc.
Attn: General Counsel
11720 Plaza America Drive
Reston, VA 20190

For the School:
Utah Virtual Academy
310 E. 4500 S. Suite 620
Murray, UT 84107

With Copy To:
Parr Brown Gee & Loveless, PC
Attn: Doug Waddoups
101 S. 200 E. Suite 700
Salt Lake City, UT 84111

19. NON-SOLICITATION/NON-HIRING.

19.1. Non-Solicitation. Except as set forth in Section 6, each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees (or former employees who were employed by K12 within the 12 months prior to the solicitation) of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

19.2. Non-Solicitation of Students. K12 agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement, unless agreed to by the School in writing, neither K12 nor its Affiliates will directly or indirectly market any other Stride-powered program to any Student then enrolled in the School. The term "directly or indirectly market" shall not be deemed to include general marketing not specifically directed towards Students then enrolled in the School and does not include information offered by and actions taken by K12 in response to inquiries, calls, or emails to K12 from such persons or their families. Notwithstanding the foregoing, this Section 19.2 shall not apply if the termination of the Agreement is initiated by K12 pursuant to Sections 10.1, 10.2 or 10.4 of this Agreement or if the termination is initiated by either Party pursuant to Section 10.3 of this Agreement.

19.3. Unpermitted Solicitation/Hiring Remedies. Except as set forth in Section 6, in the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may

seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction.

19.4. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party's employee, former employee or consultant as provided for in Section 19.3.

20. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

20.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the School's authorized designee (other than a designee acting as legal counsel for the School) and to the HOS for K12. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the matter to the School's authorized designee (other than a designee acting as legal counsel for the School) and the Regional Vice President for K12. If the dispute is not resolved after five (5) business days thereafter, then the Parties shall escalate the effort to resolve to the Board president and the Executive Vice President of School Management and Services for K12 who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under.

20.2. Mediation and Arbitration. If the Parties are unable to resolve the dispute pursuant to the Section immediately above, the Parties agree that they will attempt in good faith to settle any and all disputes arising out of this agreement, including those disputes relating to the enforceability or validity of this Agreement, through a process of mediation in Salt Lake County, Utah under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle any such dispute(s), the Parties hereby agree to proceed to mandatory binding arbitration in Salt Lake County, Utah, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional mediator and/or arbitrator.

20.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the Parties acknowledge that in the event of a breach of any provision contained in the Section entitled "Intellectual Property Rights", either Party may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, the injured Party may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. The Parties will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by the Parties not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

20.4. Governing Law. The laws of the State of Utah without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

20.5. Attorneys' Fees. In the event of legal action between the Parties associated with this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

21. MISCELLANEOUS.

21.1. Coordination; Exercise of Approval or Consent Rights:

21.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12's legal counsel and the School's legal counsel may consult from time to time with respect to the requirements of Applicable Law, the Charter, and the School's and the Charter Authorizer's policies as they relate to the School's operations.

21.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

21.2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

21.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.4. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

21.5. License Audit. Upon forty-five (45) days written notice, K12 may audit the School's use of the Educational Products and the School agrees to cooperate and provide reasonable assistance with such audit. The School agrees to pay within thirty (30) days of written notification any fees applicable to the School's use of the Educational Products in excess of the license rights granted herein or K12 may revoke the related technical support and license(s).

21.6. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.8. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

21.9. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the School, such services will be construed to be limited to the extent necessary to make the services valid and binding.

21.10. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

21.11. No Third-Party Rights. This Agreement is made for the sole benefit of the School and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

21.12. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

21.13. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

21.14. Books and Records; Audit. K12 shall keep accurate records for all Services performed and Educational Products provided hereunder. K12 shall make such non-privileged and non-proprietary records available sufficient to show that all Services and Educational Products invoiced to the School were performed. They will be made available for examination and reproduction by the School upon the School's notice to K12. Such records shall be maintained by K12 and made available to the School for such examination and reproduction at all reasonable times during regular business hours for twenty-four (24) months after the date of the invoice for such Services and Educational products. K12 shall provide access to such books and records during K12's regular business hours no later than five (5) business days after the School's written request unless otherwise agreed by the School. Any examination or audit shall be performed by School or a Certified Public Accountant selected by the School; subject to the condition precedent, however, that the Certified Public Accountant has signed a non-disclosure agreement in a form acceptable to K12. Provided that the School provides notice to K12 of amounts owed by K12 to the School no later than three months after the notice to K12 of the request for examination and reproduction, if an audit discloses that the School overpaid or that K12 otherwise owes money to the School, or that K12 was underpaid or that the School otherwise owes money to K12, any sums due plus interest at the rate of one percent (1%) per month accruing from the date previously paid by the School or underpaid to K12 will be paid within thirty (30) days after the sum due is agreed upon by the Parties or otherwise determined by a court or arbitrator pursuant to the dispute resolution provisions of this Original Agreement. The notice to K12 of amounts owed by K12 shall include the dollar amount owed by K12 and sufficient information, including copies of pertinent documentation, for K12 to determine the accuracy of said dollar amount. In the event that as a result of any audit performed by or on behalf of the School it is determined that the actual billed amount exceeds the proper amount that should have been billed by more than the lesser of \$25,000 or three percent (3%) of the total amount billed during the period audited, then K12 will pay the

reasonable costs of the audit including amounts paid to any auditor or fees paid to outside counsel in addition to the amounts payable to the School in accordance with the foregoing. Notwithstanding the foregoing, the School shall not exercise its audit rights hereunder more than two (2) times in any twelve-month period.

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IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of
UTAH VIRTUAL ACADEMY

Signed: _____

Name: _____

Position: _____

Date: _____

For and on behalf of
K12 VIRTUAL SCHOOLS LLC

Signed: _____

Name: _____

Position: _____

Date: _____

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EXHIBIT A

Educational Products

For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, for the Program and its Students and its personnel the following Educational Products and Services in accordance with the fees as provided for in this Agreement. Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product Related Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement.

- a. Administrative Transition
 - i. Assist in transitioning to an administrative staff employed directly by the School
- b. Educational Service Products
 - i. Provide Utah state-aligned K12® Curriculum and any third-party curriculum K12 generally offers to its virtual schools, as well as learning management system(s), for grades K-8 in language arts, math, science, history, CTE, fine arts, and electives¹
 - ii. Provide Utah state-aligned K12® Curriculum and any third-party curriculum K12 generally offers to its virtual schools, as well as learning management system(s), for grades 9-12 in language arts, math, science, history, CTE, fine arts, and electives²
 - iii. Assist School administrators in developing and implementing school improvement plans to increase academic outcomes according to state accountability metrics
 - iv. Assist School employees managing special education when necessary to further the School's goals
 - v. Assist School employees managing English Language Learners (ELL) and 504 plans when necessary to further the School's goals
 - vi. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where StrideK12 deems them to be valuable
- c. Educational Tools and Supplies³
 - i. Provide textbooks – physical and/or digital to each Student as necessary to deliver the educational curriculum
 - ii. Provide multimedia tools to each Student as necessary to deliver the educational curriculum

¹ Curriculum will fulfill Utah state education requirements and K12 will modify, create or license curriculum materials if necessary to comply with such requirements

² Curriculum at each grade level will fulfill Utah state education requirements and K12 will modify or create curriculum materials if necessary to comply with such requirements

³ All educational service products shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

- iii. Provide computers for each Student, and provide additional computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the curriculum and as agreed to in writing by K12 during the budgeting process. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.
- iv. Provide policies and procedures for the responsible use of the computers provided
- v. Provide software to each student as required for the Education Products provided by K12 pursuant to this Agreement for the computers provided
- vi. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.
- vii. As requested and as available, K12 may offer the following counseling tools for high school Students where such students will have access to various counseling tool(s) to support college, career planning and exploration. These tools and related offerings are described below:
 - i. National and local counseling efforts are buttressed by an online college and career planning platform that helps students organize and plan their futures. This tool helps students keep track of their high school coursework, log extracurricular activities/work hours, and set goals and strategies for achieving those goals. Further, this tool provides values, skills, and interests assessments to help direct students toward professional fields in which they are inclined while also offering a robust college search engine, allowing students to compare colleges across many different facets. Finally, this tool assists students in managing their college applications and searching for scholarships.
 - ii. Nationally, K12 may offer tools to foster the School's efforts to support career and college planning and exploration.
 - iii. Additionally, during the school year students can take advantage of national academic and career-focused virtual clubs and/or during the summer national academic and career-focused virtual camps.
- viii. Educational School Consulting. Consulting services for the School's educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program. K12's recommendations for the Program will be consistent with Applicable Law and the Charter.
- ix. Student Discipline. Provide information and cooperate with School on the handling of student disciplinary matters, as requested, including without limitation attendance and truancy matters. K12 can recommend policy and procedures for School adoption consistent with Applicable Law.

- x. Teacher Effectiveness and Training. Provide training for new teachers and ongoing professional development for teachers as requested. Host ongoing teacher professional development sessions throughout the school year for new and returning teachers as requested.
 - xi. Property Management. Prepare and submit to the School (or its designees) proposed policies and procedures regarding the responsible use of instructional equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.
- d. Instructional Support
- i. Provide concepts for online instructional support both asynchronously and synchronously
 - ii. Develop and offer new teacher training and professional development including hosting professional development sessions throughout the school year for new and returning teachers
 - iii. Provide data regarding student demographic, performance, and attendance in a single data warehouse for school use in weekly dashboards and custom reports.
 - iv. In collaboration with the School, collect documentation to support ISP reimbursement for families
- e. Technology Services
- i. Provide 24-7 monitoring of online learning management systems
 - ii. Fix production issues as they arise
 - iii. Provide telephone support for students troubleshooting system errors
 - iv. Provide teacher support for answering technology-related questions from students, parents, teachers, and administrators
 - v. Generate reports on student academic performance, attendance, and progress
 - vi. Train school staff on technology systems
 - vii. Maintain UTVA's computer network
 - viii. Maintain software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience
 - ix. Provide electronic security of student records
 - x. Supervise and implement rollovers at the end of the academic year
- f. Public Affairs. The K12 Public Affairs team includes government relations, regulatory affairs, strategic communications, advocacy, education policy, and external affairs.

These services include:

- i. Inside Advocacy
 - Manage a team of state-based and federal lobbyists in support of the Program
 - Monitor legislative and regulatory activity impacting the Program.
- ii. Outside Advocacy

- Support and collaborate national and state-based parent-led grassroots organizations for the Program.
 - Manage relationships with third party education and policy organizations and other external parties.
- iii. Education and Policy
- Advocate for political and policy environments that yield new opportunities for the Program.
 - Promote public policies that advance digital learning, parent choice in education, and sound accountability frameworks
- iii. Crisis Team
- Communications and Media Relations
 - Provide policy communications and media relations support for the Program

EXHIBIT B

Marketing and Enrollment Services

For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, for the Program and its Students and its personnel the following Educational Products and Services in accordance with the fees as provided for in this Agreement. Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product Related Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this

Services to be provided by K12:

a. General

- i. Implement recruitment strategy to achieve enrollment objectives, including a specific strategy for increasing enrollment through the Statewide Online Education Program (SOEP)
- ii. Enrollment, Registration, and Placement Services
 - A. Create, design, and prepare all recruitment materials and advertisements.
 - B. Assist with information sessions via various media platforms and in person.
 - C. Assist in the design of letterhead, logos, and school identity collateral.
 - D. Manage application and enrollment process including communication with applicants and their families.
 - E. Plan and conduct school orientation sessions including students and parents.
 - F. Respond to all inquiries about the School's curriculum, enrollment process, instructional methods, etc.
 - G. Conduct sampling of students to interview who withdraw to better understand how to improve programming.
 - H. Create method for constituents to provide feedback and for evaluating and reporting such feedback.
 - I. Form virtual social clubs for students based on student interest and demand; clubs generally meet monthly and are formed based on Student feedback on their interests. K12 also provides access to participation opportunities in nationwide art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Students.
 - J. Assist in the graduation process and ceremonies.

iii. Admissions

- A. Implementation of the Program's admissions policy and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery if required.

b. School Website

- i. Provide a fully-hosted "mini" web site of up to 12 pages for the School's Program. The "mini" site is created from K12 templates with editable fields whose content is customized with the Program's logo embedded. The website also includes a branded lead-capture form. K12 will use the Program's logo on the website and for recognition on the "Participating Schools", "State Paid Media Landing", and "School Finder" pages on k12.com as a partner program. The Program will be provided access to a proprietary online enrollment tool for its families to use for registration and a dedicated toll-free number. This phone number is specific to the Program and will be featured on the Program's website and emails. Utilizing K12's lead database, the Program will be marketed via email communication (in regional/state-wide messaging as appropriate). Additionally, Program-specific search terms will be added to K12's Search Engine Marketing program. The Program is provided student

- registration, enrollment processing and placement of all Students, along with electronic records storage (in EPR tool). For the avoidance of doubt, K12 shall not provide recruiting services during the Term for any forthcoming year(s) in which K12 shall not be providing the Educational Products and Services
- ii. Develop tools on the School website including those needed to support online learning such as password protected threaded discussion and message boards.
 - iii. Maintain quality assurance for website including avoiding “version control” problems.
 - iv. Coordinate security, creative, and content issues pertaining to the website.
 - v. Coordinate web hosting contracts and relationships across the state, as needed.
 - vi. Handle all troubleshooting issues with the website.
 - vii. Ensure website compliance to all applicable state policies.

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EXHIBIT C

K12 Proprietary Marks

All trademarks, trade names, service marks as set forth at <https://www.stridelearning.com/ip-policy.html>, as may be revised from time to time, and each of their logos.

Trademark Quality Control – Restricted Content: The School shall not use the K12 Proprietary Marks in connection with harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise offensive material, or in any manner that would be likely to tarnish or adversely impact the reputation, quality, value and goodwill associated with K12 and/or the K12 Proprietary Marks.

EXHIBIT D⁴
Agreement Products

K-8 student curriculum and materials for curriculum
HS student curriculum
Staff and teacher access to curriculum
Teacher materials for curriculum
Student computers, logistics and technical support⁵
State testing computers⁶
Testing Nirvana
NWEA test
USA Test Prep
Teacher Services (IST)
Testing computers and standard support
Blackboard Connect
Related Services Manager software

⁴ For all third party software and services, K12 reserves the right to replace that software and services with similar software and services.

⁵ ²Computers - Includes HW/SW support, white glove delivery service, and technical support. (Routers, hotspots, and onsite tech support are available for an additional fee upon request.)

⁶ Includes computers and associated equipment and support at no more than the same number of sites and comparable levels of support as that used in each semester of the 2022-2023 school year

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 6/13/2023 4:14:11 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4874-5252-8721/19/UTVA_Stride Services Agreement.docx	
Modified DMS: nd://4874-5252-8721/21/UTVA_Stride Services Agreement.docx	
Changes:	
Add	25
Delete	30
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	55

BUSINESS SERVICES AGREEMENT

This Business Services Agreement (this “**Agreement**”) is dated June 15, 2023 and is between UTAH VIRTUAL ACADEMY, a Utah nonprofit corporation (the “**School**”), and ACADEMICA WEST, LLC, a Utah limited liability company (“**Academica West**”).

RECITALS

- A. The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school with multiple campuses.
- B. The School is governed by its Board of Directors (the “**Board**”).
- C. Academic control and freedom are integral to the success of the School, and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum.
- D. The School desires to ensure that its charter school receives professional support services and is operated in accordance with the requirements of its Charter and applicable laws.
- E. Academica West was established to provide professional support services and consulting to charter schools.
- F. Academica West’s mission is to provide tailored business, administrative, governance and compliance services and support to its clients, enhancing the charter school’s ability to achieve its unique focus and vision.
- G. Academica West personnel are familiar with the governmental agencies with which charter schools interact and applicable legal requirements associated with the establishment and operation of charter schools and charter school facilities.
- H. Academica West personnel are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for charter schools.
- I. Academica West personnel regularly attend state and national meetings and conferences for charter school operators and consultants in order to remain informed about developments in the charter school community.

J. Academica West provides support to a network of charter schools, and these schools benefit from having access to a uniform, system-wide reporting, accounting and recordkeeping system.

K. Based on the historic relationship with Academica West, and the Board's assessment of the School's needs and Academica West's capabilities, the School believes that contracting with Academica West will allow the School's administration to more fully focus on accomplishing the School's educational mission and achieving the Board's vision. The Board believes that such a relationship will benefit the School and ultimately allow it to be more successful.

L. The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide governance, business, administrative, and compliance services to the School as set forth herein.

AGREEMENT

The parties therefore agree as follows:

1. **Services.** By their mutual execution of this Agreement, the School hereby engages Academica West and Academica West hereby accepts such engagement, as an independent contractor, and agrees to provide those certain services to the School set forth and described in Exhibit A (the "**Services**") subject to the terms and conditions set forth in this Agreement. Academica West warrants that it has the required skill, experience and qualifications to perform the Services and agrees that it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Academica West shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. Academica West shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.
2. **Independent Contractor.** The School shall not control the manner or means by which Academica West performs services. Unless otherwise set forth in this Agreement, Academica West shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services. The School shall provide Academica West with access to its premises and equipment to the extent necessary for the performance of the Services subject to the terms of this Agreement. This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Academica West and School for any purpose. Academica West nor any persons

employed or utilized by it in connection with the performance of the Services hereunder will in any event be eligible under this Agreement to participate in any benefit plan of the School.

3. **Term.** The term of the Agreement will commence on July 1, 2023 (the “Effective Date”). The term of the Agreement (the “Term”) will be five (5) years from the Effective Date unless the Agreement is terminated as specified below.
4. **Termination.** The Board may terminate this Agreement prior to the end of the Term in the event that Academica West fails to remedy a material breach of the Agreement within thirty (30) days after receipt of written notice of such breach from the Board. Material breach by Academica West would include, but is not limited to: (1) failure to properly account for revenues or expenditures for and on behalf of the School; (2) failure to comply with (a) policies, procedures, rules or regulations duly adopted by the Board, (b) any law, or (c) the provisions of the Charter; (3) gross negligence or willful misconduct of any Academica West personnel in connection with the School; or (4) Academica West’s failure to meet the obligations outlined in Exhibit A or otherwise perform services pursuant to this Agreement, which failure materially interferes with the Board’s ability to fulfill its responsibilities. In the event all or any portion of this Agreement is terminated due to the fault of Academica West, Academica West shall cooperate in good faith with all reasonable requests of the School to transition to another contractor or provider of business services. In addition, Academica West will provide the School with any records and documents obtained, prepared, or maintained on the School’s behalf.

Academica West may terminate this Agreement prior to the end of the Term in the event that the School fails to remedy a material breach of the Agreement within thirty (30) days after receipt of written notice of such breach from Academica West. Material breach by the School would include, but is not limited to: (1) failure to provide Academica West with the data, records, information and documents that are reasonably necessary for Academic West to perform the services and meet the obligations set forth in Exhibit A; (2) failure to comply with the law or the policies, procedures, rules or regulations adopted by the Utah State Board of Education or the Authorizer; and (3) failure to remedy any finding or take any corrective action required by the School’s Authorizer in a timely manner as determined by the Authorizer.

5. **Compensation.** Academica West’s fee is calculated on a per-student basis. Student enrollment will be calculated each year based on the combined enrollment of all School campuses and will be established each year by the School’s audited October 1 enrollment count of full-time school-of-record students. Each year, Academica West’s fee will be

prorated and payable in monthly installments. Compensation shall be calculated as follows:

- a) Beginning on July 1, 2023 and continuing for the remainder of the Term of the Agreement, the School will pay Academica West a fee of three hundred seventy-five dollars (\$375.00) per student for the first 1,000 students enrolled, and then one hundred twenty-five dollars (\$125.00) per student for any additional students above 1,000.
 - b) Beginning with the second year of the Agreement, the per-student fee may be increased on July 1 each year during the Term of the Agreement in proportion to annual percentage changes in CPI (as calculated below in subparagraph 1) or in proportion to annual percentage increases in the per-student WPU (as calculated below in subparagraph 2), whichever is lesser. The per-student fee will not be decreased due to changes in the CPI or WPU funding.
 1. The per-student fee will be increased in proportion to annual percentage changes in the CPI between the Base CPI and the Adjusted CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. "Base CPI" means the most recently published CPI as of June 30, 2023. "Adjusted CPI" means the most recently published CPI as of June 30 each year during the Term of the Agreement; or
 2. The per-student fee will be increased in proportion to the year-to-year percentage change in the per-student WPU funding provided to the School under state law.
6. **Data Confidentiality.** The terms of the Data Confidentiality Addendum, attached hereto as Exhibit B, shall be considered part of this Agreement. Academica West will maintain the confidentiality of School personnel, student data and other records in accordance with the terms of the Data Confidentiality Addendum and other requirements of applicable law, including the Family Educational Rights and Privacy Act of 1974.
7. **Intellectual Property.** The School is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including, without limitation, any deliverables provided in accordance with the Services. Notwithstanding the foregoing, any intellectual

property of Academica West in existence prior to the parties' execution of this Agreement or developed by Academica West wholly independent of any Services performed pursuant to this Agreement shall be and remain Academica West's sole property; provided that to the extent any such preexisting or independently developed intellectual property is imbedded in, a component of or delivered along with the Services provided under this Agreement, Academica West hereby grants the School a perpetual, royalty free license to use the same as needed for the use, installation, set-up, operation, maintenance or repair of such deliverable.

8. **Indemnification.** Academica West shall defend, indemnify, and hold harmless the School and its affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the acts or omissions of Academica West or its employees, agents or contractors; or (b) a breach of any representation, warranty or obligation under this Agreement by Academica West or its employees, agents or contractors. The School may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Academica West.
9. **Insurance.** Academica West agrees to maintain workers' compensation, employer's liability, and general liability insurance for reasonable amounts of similar types of other service providers operating in the same industry, but with a minimum of not less than \$1,000,000 per occurrence.
10. **Compliance.** Academica West agrees to comply with the School's health, safety, environmental and other policies and procedures relating to work for the School and at the School's facility which policies and procedures will be made available to Academica West upon request. Academica West will ask questions and receive answers with respect to such policies as needed, and agrees to implement such policies and procedures and provide the work in compliance with such policies. Academica West agrees to educate its employees and all subcontractors regarding the requirements set forth therein. Additionally, Academica West shall provide the School with all of Academica West's policies and procedures requested by the School and any updates thereto.
11. **Non-Solicitation.** Each party agrees that during the term of this Agreement and for a period of 12 months following the termination or expiration thereof, unless mutually agreed by the parties in writing, one party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employee of the other party or their related companies if that employee

or former employee had been assigned to or worked under this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement under this Section.

12. **Confidentiality.** Academica West acknowledges that it will have access to School information that is confidential and proprietary including, without limitation, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the School, or its suppliers or customers, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Subject to the terms and conditions of Section 7, any Confidential Information that Academica West develops in connection with the Services, including, without limitation, any deliverables or intellectual property rights, shall be subject to the terms and conditions of this Section 12. Academica West agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the School in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services.

13. **Miscellaneous**

- a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party’s control and which cannot be overcome by reasonable diligence and without unusual expense.
- b) This Agreement will constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any material amendment to this Agreement will require approval of the Board.
- c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.
- d) No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.

- e) In the event of legal action between the parties associated with this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.
- f) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.
- g) This Agreement is not intended to create any rights for any third-party beneficiary.
- h) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.
- i) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

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

Utah Virtual Academy
310 E. 4500 S. Suite 620
Murray, UT 84107

- j) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and will not be considered in the interpretation of the Agreement or any provision hereof.
- k) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.
- l) Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

This Agreement was approved at a meeting of the Board of Directors of Utah Virtual Academy held on June 14, 2023. At that meeting, the undersigned individual was authorized by the Board to execute a copy of this Agreement.

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

UTAH VIRTUAL ACADEMY
a Utah nonprofit corporation

Brian Maxwell, Board Chair

ACADEMICA WEST
a Utah limited liability company

Matthew Mouritsen, President

EXHIBIT A

SERVICES

Academica West's obligations under this Agreement shall consist of providing all necessary and incidental services, labor, equipment, materials and documents including, without limitation, the services of any special subcontractors, necessary to properly and completely furnish and perform, and to furnish and perform, the products and services set forth on this **Exhibit A** (Services), and the requirements set forth in the Agreement. Academica West acknowledges that the Services shall include not only the necessary services, labor, equipment, materials and documents identified on this **Exhibit A** (Services), but also those which are reasonably inferable from the products and services herein or customarily performed or provided by competent service providers as a part of the proper performance of services or furnishing of goods of the type contemplated by this Agreement or necessary to fulfill the covenants set forth in the Agreement.

Obligations:

a. Financial Services

- i. Assign an Accounting Manager to serve as the point person for the School's financial services. The Accounting Manager must possess the skills, qualifications, and competency level appropriate to the tasks and generally accepted within the industry
- ii. Establish policies and procedures to maintain proper internal controls
- iii. Prepare annual budgets and forecasts for UTVA Board review
- iv. Prepare information about funding streams, budgets, and forecasts for school staff as necessary to allow staff to responsibly discharge their obligations to this school
- v. Prepare and provide monthly and quarterly financial statements within 30 days of the end of each reporting period
- vi. Prepare and submit all financial reports as required by applicable law
- vii. Assist in preparing Form 990 tax returns
- viii. Financial Management
 - A. Make timely payments for all UTVA expenses out of school funds
 - B. Help coordinate third-party annual audit of UTVA's financial statements
 - C. Maintain financial records pertaining to the operation of UTVA for at least seven years from the end of the year for which those records relate
- ix. Assist in cash flow management via loan programs, delayed payment provisions, or payment deferrals

b. Administration/Compliance Services

- i. Assign an Education Specialist to serve as the point person for the delivery of the School's administrative/compliance support services. The Education Specialist must possess the skills, qualifications, and competency level appropriate to the tasks and generally accepted within the industry
- ii. Authorizer and State Office (USBE) Compliance

- A. Develop recommendations for policies, calendaring, pupil assessment, student discipline, etc. consistent with applicable laws and UTVA's charter
 - B. Ensure compliance with all state and federal reporting requirements
 - C. Assist with teacher licensing support
 - D. Assist in complying with authorizer and state office policies
 - E. Assist in drafting charter renewal application, including budgetary and curriculum information.
 - F. Support UTVA in defending its renewal application with authorizer
- iii. Assist in applying for grants and other funding
- iv. Assist with administration of federal entitlement programs, including Title I, IDEA, and special education
- v. Help UTVA maintain insurance with reputable carrier in accordance charter and applicable law
- vi. Organize and manage monthly UTVA board meetings
- vii. Maintain accurate CACTUS (Comprehensive Administration of Credentials for Teachers in Utah Schools) records and assignments

EXHIBIT B
DATA CONFIDENTIALITY ADDENDUM

Recitals

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

Utah Code § 53A-1-1410 establishes requirements for contracts between educational entities such as the School and third party providers such as Academica West.

The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53A-1-1410 and other applicable legal requirements.

Agreement

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

1. Except as provided in Utah Code § 53A-1-1410(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School. “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:
 - a. a student’s first and last name;
 - b. the first and last name of a student’s family member;
 - c. a student’s or a student’s family’s home or physical address;
 - d. a student’s email address or other online contact information;
 - e. a student’s telephone number;
 - f. a student’s social security number;
 - g. a student’s biometric identifier;
 - h. a student’s health or disability data;
 - i. a student’s education entity student identification number;
 - j. a student’s social media user name and password or alias;

- k. if associated with personally identifiable student data, the student's persistent identifier, including:
 - i) a customer number held in a cookie; or
 - ii) a processor serial number;
 - l. a combination of a student's last name or photograph with other information that together permits a person to contact the student online;
 - m. information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and
 - n. other information that is linked to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the student, to identify the student with reasonable certainty.
2. Academica West acknowledges that all student data of the School is the School's property. Academica West will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53A-1-1410, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53A-1-1410, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53A-1-1410 govern the relationship between the parties.
3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.
4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.

5. During the term of the Agreement, Academica West will delete personally identifiable student data at the request and direction of the School.
6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement requirements, Academica West shall return or delete upon the School's request all personally identifiable student data of the School in Academica West's possession and provide to the School written verification of the return or deletion of such data, including deletion from Academica West's back-up system.
7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.
8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.

AFFIRMATION OF TRAINING

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

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

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

Further, your affiant sayth not.

DATED this 14th day of June, 2023

Board Member Signature

Utah Open & Public Meetings Act

Annual Training Materials

DEFINITIONS

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

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

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

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

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

NOTICE REQUIREMENTS

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

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

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

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

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

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

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

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

- 1) Written Minutes. Minutes must include the following:
 - a) the date, time and place of the meeting;
 - b) the names of members present and absent;
 - c) the substance of all matters proposed, discussed or decided (or audio link);
 - d) a record, by individual member, of each vote taken;
 - e) the name of any person who provides comments to the board, as well as a brief summary (or audio link) of their comment; and

- f) any information that a board member asks to be entered in the minutes.

Note: Pending minutes must indicate they are not approved.

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

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

- 3) Public Availability of Records:

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

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

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

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

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

5) Closed Session Records:

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

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

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

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



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