



Vanguard Academy

Inspiring Tomorrow's Leaders

Board Meeting Agenda

Thursday, December 1, 2022

Location: Vanguard Academy - 2650 S. Decker Lake Lane - Room 104

Time: 6:30 P.M.

Our mission is to empower our students to excel in college and careers with exceptional math, science, and leadership skills, inspired by music and a passion for learning.

AGENDA

	Agenda Item	Who	Materials	Time
1	Public comments	Eric		3 Min
2	Items of Excellence	Eric		5 min
3	Minutes from Previous Meeting	Eric	Previous Meeting Minutes	5 min
4	Directors' Report	Charles		10 min
5	Finance Committee Revised Budget (voting item)	John	Revised Budget	10 min
6	GPS Software RFP (voting item)	John	Scoresheet	10 min
7	Classroom Technology RFP (voting item)	John	Scoresheet	10 min
8	Facility Lease Amendment (voting item)	Charles	Lease Amendment	5 min
9	Policy Update (voting item)	Charles	Policies	15 min
10	Human Resources Items/ Review Conflict of Interest Statements	Charles		3 min
11	Possible Closed Session in Accordance with The Utah Open and Public Meetings Act for Purposes Outlined in Law, Action from Closed Session, if Needed	Eric		5 min

If you have any questions, contact Joy Palmer: joy.palmer@vanguardcharter.org 801-703-5842



Vanguard Academy

Inspiring Tomorrow's Leaders

Board Meeting Minutes

Tuesday, November 15, 2022

Location: Vanguard Academy - 2650 S. Decker Lake Lane - Room 104

Present: Joy Palmer, Charles Reynolds, Debby Llewelyn, Brad Nelson, Michael Clark, Scott Kingston, Grace Mitchell, Eric Freeman, Dan Jessop, Ben Robinson, Kim Mangum, Tim Gustafson, John Williams, Erin Preston, Shannon Greer

Start Time: 6:30 P.M.

Our mission is to empower our students to excel in college and careers with exceptional math, science, and leadership skills, inspired by music and a passion for learning.

Minutes

- 1. Public Comment** – Tim Gustafson. 20% of our student body was on the cross-country team, our students won 68 out of 72 possible medals. We won every trophy available at the state meet. Would like a track built in the expansion of the school so we can start a charter school track league.
- 2. Items of Excellence** – Cross country team is doing well both in the sport and in sportsmanship.
- 3. Minutes from Previous Meeting**

Debby motioned to approve 10/5/22 Meeting Minutes, Scott seconded, Debby Llewelyn - Yes, Brad Nelson - YES, Scott Kingston- YES, Grace Mitchell – YES, Eric Freeman - YES

Dan Jessop Dan motioned to approve 10/11/22 Meeting Minutes, Scott seconded, Debby Llewelyn - Yes, Brad Nelson - YES, Scott Kingston- YES, Grace Mitchell – YES, Eric Freeman – YES
- 4. Director's Report**

Lease is not ready for tonight's meeting, will move that item forward.
Boy's basketball season opens December 2nd.
Christmas Concert is scheduled and all Board Members are invited to attend.
- 5. Human Resource Items**

Introduction of new Interim Co-Director Michael Clark, formerly from Summit Academy.

He's scheduled to be here for at least the next three months. Michael introduced himself. He enjoys the positive culture that Vanguard offers, he is excited to be part of the school here. He is excited about the academic program and the amount of college classes that students take here.

6. Conflict of Interest and Procurement Training – Erin Preston
Ben Robinson arrived during the presentation.

7. Finance Committee Report

John Williams passed out Budget vs. Actuals. Brad suggested another report be available to the Board and will help John create the report.

Discussion on the GPS Software RFP
Kim Mangum arrived during the discussion.

8. Open and Public Meetings Training – Shannon Greer

9. Technology Services RFP - Charles

Grace declared a conflict of interest – the owner is her cousin, she recused herself and left the room. Grace was not part of the re-bidding process.

Scott declared a conflict of interest – the owner is his cousin, he recused himself and left the room. Scott was not part of the re-bidding process.

John Williams was not in the room during this discussion. He has a conflict of interest, the owner is his cousin. John was not part of the re-bidding process.

Neither Scott, Grace, or John live in the same household as the owner or will benefit financially from this contract.

The process was blind and the names were removed during the process. Based on the ratings, bids 2, 3, and 4 were the highest rated. Bid 4 was the highest rating. 5 vendors bid on the services. Bid number 4 was the lowest cost. The company would be reporting to Charles, who does not have a conflict with the company.

Dan motioned to accept bid #4 for Technology Services RFP to award it to TechRight on the stipulation that it is a one year contract that will be re-bid next year. Brad seconded the motion.

Debby Llewelyn - YES, Brad Nelson - YES, Dan Jessop - YES, Ben Robinson - YES, Kim Mangum - YES

10. Meal Services RFP - Charles

Grace and Scott re-entered the room. John is conflicted on the meal services RFP, the owner is his cousin who does not live in the same house as John and John will not

benefit financially from this contract. John was not in the room when this was presented or discussed.

The only company other than Premier Catering was Lunch Pro and they said they do not have the capacity to take on any more clients this school year. Premier's bid is on the low end of market.

Kim motioned to approve the Meal Services RFP and award it to Premier Catering for this school year. Debby seconded the motion. Debby Llewelyn - YES, Brad Nelson - YES, Dan Jessop - YES, Ben Robinson - YES, Kim Mangum – YES, Grace Mitchell - Yes, Scott Kingston – YES.

Will include attachment B in the public documents upload that shows the cost per lunch.

All other items were tabled for a future meeting.

Grace motioned to close the meeting, Dan seconded, all voted to close.

Meeting End Time: 10:36 pm

PENDING BOARD APPROVAL



Vanguard Academy

Actuals as of: October 31, 2022 Percentage of Year: 33%

VANGUARD ACADEMY

Budget Detail Report

	Total				
	FY23 Original Budget	Changes	Forecasted Budget	FY23 YTD	% of Forecast
Income					
1000 480 Revenue from Local Sources					
1510 487 Interest on Investments	\$ 75.00	\$ -	\$ 75.00	\$ 19.12	25%
1600 405 Food Services					
1610 405 Sales to Students				\$ 395.00	
1620 405 Sales to Adults	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 72.00	5%
1720 405 Student Sales-supplies & Misc.	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 10.00	0%
1722 405 Student Sales-Yearbooks	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 3,915.00	20%
1740 481 Registration and Class Fees				\$ 255.00	
1750 405 Student Sales-Uniform				\$ 1,605.00	
1920 483 Donations/Contributions	\$ 7,500.00	\$ 17,000.00	\$ 24,500.00	\$ 1,320.74	5%
1921 483 Fundraisers	\$ 2,000.00	\$ 3,500.00	\$ 5,500.00	\$ 317.00	6%
1990 491 Miscellaneous		\$ 218,795.78	\$ 218,795.78	\$ 218,795.78	100%
Total 1000 480 Revenue from Local Sources	\$ 34,575.00	\$ 239,295.78	\$ 273,870.78	\$ 226,704.64	83%

3000 480 Rev from State Sources MSP					
3010 480 Regular School Programs K-12	\$ 2,389,243.59	\$ (5,669.44)	\$ 2,383,574.15	\$ 796,414.53	33%
3020 480 Professional Staff	\$ 155,064.30	\$ 14,096.19	\$ 169,160.49	\$ 51,688.09	31%
3100 480 Special Education				\$ 16,890.55	
3105 480 Spec Ed - Add-On	\$ 126,673.85	\$ 59,852.46	\$ 186,526.31	\$ 44,856.46	24%
3110 480 Spec Ed - Self-Contained	\$ 4,038.00	\$ -	\$ 4,038.00	\$ 1,346.00	33%
3120 480 Sp Ed Extended Year	\$ 2,651.18	\$ -	\$ 2,651.18	\$ 883.73	33%
3125 480 Spec Educ -- State Programs	\$ 1,973.35	\$ -	\$ 1,973.35	\$ 657.79	33%
3155 480 Career and Tech Ed -- Add-on	\$ 244,658.27	\$ 30,405.73	\$ 275,064.00	\$ 52,753.68	19%
3230 480 Class Size Reduction -- K-8	\$ 75,829.13	\$ 7,777.18	\$ 83,606.31	\$ 25,276.37	30%
3200 480 Restricted Other Basic School P		\$ 88,384.49	\$ 88,384.49	\$ 88,384.49	100%
3213 480 Concurrent Enrollment	\$ 90,000.00	\$ 4,167.52	\$ 94,167.52		0%
3719 480 Charter School Local Replacemen	\$ 1,536,470.00	\$ 50,515.00	\$ 1,586,985.00	\$ 512,156.68	32%
3725 480 CS Administrative Costs	\$ 71,424.56	\$ (20,675.20)	\$ 50,749.36		0%
3336 480 Enhancement for At-Risk Student	\$ 149,663.79	\$ -	\$ 149,663.79	\$ 49,887.93	33%
3400 480 Related to Basic Programs				\$ 14,762.55	
3876 480 Educator Salary Adjustment	\$ 138,706.73	\$ 16,702.36	\$ 155,409.09	\$ 46,235.57	30%
3882 405 Teacher Supplies and Materials	\$ 4,260.25	\$ 595.82	\$ 4,856.07		0%
3500 480 Special Purpose Programs	\$ 221,960.09	\$ -	\$ 221,960.09	\$ 221,807.55	100%
3520 480 School Land Trust Program	\$ 68,331.67	\$ 130.61	\$ 68,462.28	\$ 68,462.28	100%
3810 405 Library Books and Supplies	\$ 591.90	\$ -	\$ 591.90	\$ 197.29	33%
3770 480 School Lunch Prog (Liquore Tax)	\$ 42,000.00	\$ -	\$ 42,000.00	\$ 4,877.01	12%
3800 405 Supplementals / Other Bills		\$ 41,621.10	\$ 41,621.10	\$ 89,142.77	214%
Total 3000 480 Rev from State Sources MSP	\$ 5,323,540.66	\$ 287,903.82	\$ 5,611,444.48	\$ 2,086,681.32	37%

4000 Revenue from Federal Sources					
4200 480 ESSER II Funds			\$ 109,932.63	\$ 13,242.75	12%
4500 480 Restricted Fed Rev Thru State		\$ 687,344.41	\$ 687,344.41		0%
4524 480 Federal IDEA-Part B	\$ 82,000.00	\$ -	\$ 82,000.00		0%
4560 480 Fed Child Nutrition Programs	\$ 347,500.00	\$ -	\$ 347,500.00	\$ 57,669.90	17%
4801 480 Federal NCLB Title I A	\$ 125,000.00	\$ 7,073.22	\$ 132,073.22	\$ 10,056.44	8%
4860 480 Federal NCLB Title II A		\$ 17,835.00	\$ 17,835.00		0%
Total 4000 480 Revenue from Federal Sources	\$ 554,500.00	\$ 694,417.63	\$ 1,358,850.26	\$ 80,969.09	6%
Total Income	\$ 6,912,615.66	\$ 1,221,617.23	\$ 7,244,166.52	\$ 2,394,355.05	33%

Expenses					
100 506 Salaries					
120 506 Administration Salaries					
121.24 506 Director	\$ 82,460.88	\$ (10,460.88)	\$ 72,000.00	\$ 15,868.03	22%
122.22 506 Assistant Principal/Curriculum	\$ 136,472.37	\$ (71,972.37)	\$ 64,500.00	\$ 22,259.33	35%
131.10 506 Teachers	\$ 1,048,168.74	\$ 224,034.48	\$ 1,272,203.22	\$ 267,455.55	21%
131 10A 545 Art/Music/Adventure		\$ 51,027.24	\$ 51,027.24	\$ 17,009.08	33%
132 10 506 Substitute Teachers	\$ 24,429.21	\$ -	\$ 24,429.21	\$ 10,638.35	44%



Vanguard Academy

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VANGUARD ACADEMY

Budget Detail Report

	Total				
	FY23 Original Budget	Changes	Forecasted Budget	FY23 YTD	% of Forecast
133.10 506 Special Education Teachers	\$ 66,304.32	\$ 52,028.32	\$ 118,332.64	\$ 20,833.25	18%
142.21 506 Counselor	\$ 53,938.44	\$ 49,493.56	\$ 103,432.00	\$ 16,871.94	16%
142.22 506 Non-classroom support, Academies	\$ 136,213.08	\$ 11,485.16	\$ 147,698.24	\$ 51,003.33	35%
161.10 506 Teacher Aides	\$ 223,946.45	\$ (9,440.77)	\$ 214,505.68	\$ 70,177.20	33%
162 10 506 Special Ed Aides	\$ 34,421.18	\$ 89,536.62	\$ 123,957.80		0%
170 10 Student Transportation Salaries				\$ 3,803.60	
182.26 506 Custodial (Salary)	\$ 20,893.20	\$ 20,546.80	\$ 41,440.00	\$ 6,521.50	16%
182.26a 506 Custodial (Hourly)	\$ 28,767.60	\$ (23,523.60)	\$ 5,244.00	\$ 4,510.10	86%
191.31 506 Kitchen Manager Salary	\$ 26,164.08	\$ 17,812.22	\$ 43,976.30	\$ 7,996.04	18%
192.31 506 Food Service Staff	\$ 11,077.20	\$ 63,134.80	\$ 74,212.00	\$ 5,674.12	8%
198.22 506 Teacher Mentor-Operations Mgr	\$ 46,890.42	\$ 5,309.58	\$ 52,200.00	\$ 17,049.94	33%
151.24 506 Data Steward	\$ 187,745.88	\$ 28,031.98	\$ 215,777.86	\$ 75,297.63	35%
152.24 506 Secretary (Salary)	\$ 136,803.62	\$ 66,839.28	\$ 203,642.90	\$ 54,679.16	27%
Total 100 506 Salaries	\$ 2,264,696.67	\$ 512,855.18	\$ 2,828,578.09	\$ 667,648.15	24%

200 523 Employee Benefits	\$ 3,745.04	\$ -	\$ 3,745.04		0%
220.10 523 Social Security	\$ 117,963.07	\$ 31,149.74	\$ 149,112.81	\$ 42,086.72	28%
220.21 523 Social Security -support staff	\$ 17,011.68	\$ 3,786.24	\$ 20,797.92	\$ 1,267.71	6%
220.22 523 Social Security - support	\$ 25,471.08	\$ (1,784.64)	\$ 23,686.44	\$ 10,084.26	43%
220.24 523 Social Security -Admin	\$ 38,477.64	\$ 5,113.20	\$ 43,590.84	\$ 13,415.52	31%
241 10 525 Health Insurance	\$ 108,805.60	\$ -	\$ 108,805.60	\$ 24,750.00	23%
243.10 525 Health Waiver (401K or HRA)	\$ 239.40	\$ -	\$ 239.40		0%
240.24 525 Group Insurance-Admin	\$ 151.56	\$ -	\$ 151.56		0%
241.24 525 Health Insurance -Admin	\$ 26,691.90	\$ 2,227.45	\$ 28,919.35	\$ 10,500.00	36%
241 21 525 Health Insurance -support staff	\$ 9,336.72	\$ -	\$ 9,336.72	\$ 3,450.00	37%
241.22 525 Health insurance -non-classroom	\$ 25,764.85	\$ -	\$ 25,764.85	\$ 2,250.00	9%
270 10 521 Workers Compensation Fund	\$ 1,876.68	\$ -	\$ 1,876.68		0%
280.10 525 Unemployment Insurance	\$ 305.16	\$ -	\$ 305.16		0%
Total 200 523 Employee Benefits	\$ 375,840.38	\$ 40,491.99	\$ 416,332.37	\$ 107,804.21	26%

300 Professional & Technical Servic					
310.24 630 Official Administrative Service	\$ 22,779.60	\$ 21,400.00	\$ 44,179.60	\$ 26,734.03	61%
323.21b 630 Speech Therapy Services	\$ 11,111.42	\$ -	\$ 11,111.42	\$ 1,066.10	10%
323.21c 630 Pyschologist / OT / Other	\$ 8,229.60	\$ -	\$ 8,229.60	\$ 2,038.05	25%
330.22 63005 Professional Development	\$ 13,883.39	\$ 17,835.00	\$ 31,718.39	\$ 22,039.58	69%
340 23 631 Legal Services	\$ 220,033.20	\$ 99,966.84	\$ 320,000.04	\$ 317,201.70	99%
351.26 517 Contracted services	\$ 74,621.40	\$ -	\$ 74,621.40	\$ 20,231.87	27%
352.23 629 Audit Services	\$ 28,902.60	\$ -	\$ 28,902.60	\$ 18,650.00	65%
355.25 560 Technology Services	\$ 64,992.46	\$ 416,000.00	\$ 480,992.46	\$ 56,992.56	12%
Total 300 Professional & Technical Servic	\$ 444,553.67	\$ 555,201.84	\$ 999,756.51	\$ 464,953.89	47%

400 Purchased Property Services					
411.26 582 Water/Sewage	\$ 14,758.56	\$ -	\$ 14,758.56	\$ 6,119.40	41%
412.26 583 Disposal Service	\$ 13,202.52	\$ -	\$ 13,202.52	\$ 2,160.65	16%
420.26 638-08 Custodial Services	\$ 5,659.92	\$ 35,000.00	\$ 40,659.92	\$ 13,585.00	33%
430.26 571 Repairs & Maintenance Services	\$ 18,950.76	\$ 70,000.00	\$ 88,950.76	\$ 63,127.43	71%
431.26 571 Non-Technology Repairs & Maint.	\$ 129,442.68	\$ (91,000.00)	\$ 38,442.68	\$ 11,343.99	30%
432.26 571 Technology Repairs & Maint.	\$ 9,031.56	\$ -	\$ 9,031.56	\$ 182.14	2%
435.26 572 Lawn Care & Snow Removal	\$ 21,614.04	\$ -	\$ 21,614.04	\$ 6,997.92	32%
441 26 565 Lease of Land & Buildings	\$ 1,086,258.24	\$ -	\$ 1,086,258.24	\$ 282,821.21	26%
442.10 Rental of Equipment & Vehicles	\$ 143.04	\$ -	\$ 143.04		0%
443.22 566 Lease of Copy Machine	\$ 16,708.68	\$ -	\$ 16,708.68	\$ 3,377.28	20%
444.24 576 Copy Machine Servicing	\$ 3,026.28	\$ -	\$ 3,026.28	\$ 352.56	12%
444.26 5551 Maintenance as Part of Lease	\$ 64,970.52	\$ -	\$ 64,970.52	\$ 10,170.32	16%
490.26 590 Property Taxes	\$ 104,406.36	\$ -	\$ 104,406.36	\$ 43,004.55	41%
Total 400 Purchased Property Services	\$ 1,488,173.16	\$ 14,000.00	\$ 1,502,173.16	\$ 443,242.45	30%

500 Other Purchased Services					
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Vanguard Academy

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VANGUARD ACADEMY

Budget Detail Report

	Total				
	FY23 Original Budget	Changes	Forecasted Budget	FY23 YTD	% of Forecast
510.27 564 Student Transportation Services	\$ 643.08	\$ 5,000.00	\$ 5,643.08	\$ 2,185.60	39%
521.23 615 Property Insurance	\$ 16,711.44	\$ -	\$ 16,711.44	\$ 2,622.60	16%
522.23 615 Liability Insurance	\$ 9,501.24	\$ -	\$ 9,501.24		0%
531.26 584 Telephone	\$ 1,938.28	\$ -	\$ 1,938.28	\$ 570.00	29%
532.25 586 Internet	\$ 11,586.72	\$ (11,586.72)			
540.23 545-1000 Marketing	\$ 6,826.52	\$ (3,026.52)	\$ 3,600.00		0%
563.10 707 Tuition to Private Schools	\$ 597.00	\$ -	\$ 597.00		0%
565.10 Tuition to Postsecondary Schools 707 training		\$ 14,000.00	\$ 14,000.00	\$ 13,743.15	98%
580 530 Travel		\$ 1,000.00	\$ 1,000.00	\$ 846.57	85%
580.27 530 Travel/Per Diem	\$ 4,730.16	\$ -	\$ 4,730.16	\$ 2,749.55	58%
592.21 707 After School Activities	\$ 1,453.80	\$ -	\$ 1,453.80	\$ 1,324.00	91%
Total 500 Other Purchased Services	\$ 53,788.24	\$ (8,613.24)	\$ 59,175.00	\$ 24,041.47	41%

600 Supplies & Materials					
610 638 General Supplies	\$ 40,076.59	\$ -	\$ 40,076.59	\$ 17,875.57	45%
611.10 6388 Classroom Supplies	\$ 85,343.92	\$ -	\$ 85,343.92	\$ 49,447.55	58%
612.24 635 Office Supplies	\$ 13,873.00	\$ -	\$ 13,873.00	\$ 7,593.90	55%
613.10 63880 Student Gov/PBL supplies	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,806.16	28%
614.22 63005 Prof. Development Supplies	\$ 223.92	\$ -	\$ 223.92	\$ 139.99	63%
616.10 703 PE Uniforms	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00	\$ 11,192.92	100%
617.10 703 Uniforms Expense	\$ 3,399.84	\$ -	\$ 3,399.84	\$ 3,273.75	96%
618.10 6383 Science Lab	\$ 184.32	\$ 2,815.68	\$ 3,000.00	\$ 2,900.36	97%
619.10 63880 Yearbook Expense/Graduation Sup	\$ 32,016.00	\$ -	\$ 32,016.00	\$ 513.82	2%
621.26 536 Natural Gas	\$ 14,282.52	\$ -	\$ 14,282.52	\$ 4,624.20	32%
622.26 581 Electricity	\$ 71,412.12	\$ -	\$ 71,412.12	\$ 23,120.96	32%
626.26 536 Motor Fuel (Gasoline & Diesel)	\$ 1,100.64	\$ 1,899.36	\$ 3,000.00	\$ 1,354.66	45%
631.31 700 Food Supplies	\$ 279,332.60	\$ -	\$ 279,332.60	\$ 84,606.50	30%
632.31 6386 Non-Food Kitchen Supplies	\$ 17,288.40	\$ -	\$ 17,288.40	\$ 2,531.85	15%
640 707-3 Books		\$ 10,500.00	\$ 10,500.00	\$ 10,331.74	98%
641.10 707-3 Textbooks	\$ 13,350.71	\$ -	\$ 13,350.71	\$ 402.45	3%
642.10 707-3 eTextbooks / Online Curriculum or Subscriptions	\$ 2,726.52	\$ 17,273.48	\$ 20,000.00	\$ 18,838.56	94%
644.22 707-3 Library Books & Materials	\$ 1,145.82	\$ -	\$ 1,145.82		0%
670.1 574 Software	\$ 131,103.36	\$ (25,205.04)	\$ 105,898.32	\$ 66,783.88	63%
680.26 638140 Maintenance Supplies	\$ 16,404.24	\$ -	\$ 16,404.24	\$ 6,801.44	41%
683.26 535 Repair for Buses & Other Vehicl	\$ 6,601.20	\$ -	\$ 6,601.20		0%
Total 600 Supplies & Materials	\$ 739,865.72	\$ 7,283.48	\$ 758,349.20	\$ 315,140.26	42%

700 785 Property		\$ -			
710.26 785 Land and Improvements	\$ 97,672.08	\$ (7,992.00)	\$ 89,680.08		0%
730 Equipment		\$ -			
733.10 6396000 Furniture & Fixtures	\$ 36,625.92	\$ -	\$ 36,625.92	\$ 17,084.50	47%
734.10 560 Technology Related Hardware	\$ 93,419.88	\$ 240,000.00	\$ 333,419.88	\$ 173,970.06	52%
734.24 560 Technology equipment-office	\$ 73,453.27	\$ -	\$ 73,453.27	\$ 7,904.97	11%
736.10 574 Technology Software	\$ 842.42	\$ 9,000.00	\$ 9,842.42	\$ 9,644.28	96%
738.31 638-6 Kitchen Equipment	\$ 9,723.12	\$ (9,723.12)			
739.26 571 Other Equipment	\$ 726.00	\$ 7,774.00	\$ 8,500.00	\$ 8,106.63	95%
Total 700 785 Property	\$ 312,462.69	\$ 239,058.88	\$ 551,521.57	\$ 216,710.44	39%

800 785 Other Expenses					
810.23 655 Dues & Fees	\$ 3,652.56	\$ -	\$ 3,652.56	\$ 442.00	12%
811.23 655 UAPCS Dues	\$ 4,539.84	\$ -	\$ 4,539.84	\$ 2,285.00	50%
812.25 675 Banking Fees	\$ 1,950.36	\$ -	\$ 1,950.36	\$ 1,527.53	78%
Total 800 785 Other Expenses	\$ 10,142.76	\$ 0.00	\$ 10,142.76	\$ 4,254.53	42%
Total Expenses	\$ 5,689,523.29	\$ 1,360,278.13	\$ 7,128,028.66	\$ 2,243,795.40	31%

Net Income	\$ 223,092.37	\$ -	\$ 138,660.90	\$ 118,136.86	\$ 150,559.65	127%
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QUOTES FOR SMALL PURCHASES: RULES and PROCEDURE

NOTE: See "General Information" for pertinent information and instructions in obtaining quotations.

For procurement item(s) costing more than \$5,000 with a maximum total of \$50,000, "a procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications." Administrative Rules R33-5-104, R33-5-107

REQUESTED BY: Jonie Jenkins	DEPARTMENT: Academic Advisors
PURCHASE ORDER #:	REQUIRED DELIVERY DATE: 10/1/22
SUPERVISOR: Charles Reynolds	
REQUIRED SPECIFICATIONS (Attach sheet if more room is needed): Scored Bids in our Blind Process	
Modern IT Solutions won based off the highest score to meet our mandatory requirement on scoring cards (see attached)	

	Vendor #1	Vendor #2	Vendor #3
Vendor Name:	Cindt, LLC	Modern IT Solutions (MIT)	LearningMate Solutions
Sales Person:			
E-mail Address:			
Telephone:			
Date/Time of Quote:			
Vendor Quote Number:	2023	CT22-75	VAI1-PRP-E1000

Quantity Needed	Description of Product(s) / Service(s) to be Purchased	Vendor #1* Quote	Vendor #2* Quote	Vendor #3* Quote
	Graduation Progress Summary (GPS) System	\$378,999	\$378,125	\$427,748
	BLIND PROCESS SUMMARY	SCORE = 1884.31	SCORE = 2225	SCORE = 2195.20
TOTAL: To UPDATE total RIGHT click in the column and choose "Update Field"		\$378,999.00	\$378,125.00	\$427,748.00

**Ask the vendor if the delivery cost is included in the quote provided. If it is not, add delivery cost as another procurement item.*

AWARDED TO:	Modern IT Solutions	COMMENTS:	ARP ESSER
DIRECTOR/ASSISTANT DIRECTOR APPROVAL: (Purchases over \$1,000)		DATE:	
FINANCE REVIEW (Purchases \$1,001-\$5,000)		DATE:	
FINANCE APPROVAL (Purchases over \$5,000)		DATE:	

This request for quotation sheet must be attached to the payment for auditing and GRAMA purposes. The buyer is encouraged to read Utah Procurement Code 63G-6a-506 Small purchases and Administrative Rule R33-5-104 Small Purchases and R33-5-107 Quotes for Small Purchases.

**GRADUATION PROGRESS SUMMARY (GPS) SYSTEM
SOLICITATION #CT22-75
RFP EVALUATION SCORESHEET**

Stage 1: Minimum Mandatory Requirements

	Bid #1	Bid #2	Bid #3
Charles Reynolds	FAIL	PASS	PASS
Jonie Jenkins	FAIL	PASS	PASS
Eric Freeman	FAIL	PASS	PASS

Stage 2: Scoreable Technical Criteria

	Bid #1	Bid #2	Bid #3
Charles Reynolds	640	700	685
Jonie Jenkins	510	700	700
Eric Freeman	435	525	545
Total	1585	1925	1930

Final Stage: Cost

	Bid #1	Bid #2	Bid #3
Total Cost Evaluation Points	299.31	300	265.20

Grand Total	1884.31	2225	2195.20
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BID 1:
Cindt, LLC

BID 2:
Modern IT Solutions (MITS)

BID 3:
LerningMate Solutions, Inc.

**GRADUATION PROGRESS SUMMARY (GPS) SYSTEM
SOLICITATION #CT22-75
RFP EVALUATION SCORESHEET**

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

- 0 = Fail, the proposal fails to address the requirements or criteria described in the RFP or cannot be assessed due to missing information
- 1 = Poor, the proposal inadequately addresses the requirements or criteria described in the RFP or cannot be assessed due to incomplete information
- 2 = Unsatisfactory, the proposal addresses the requirements or criteria described in the RFP in an unsatisfactory manner
- 3 = Satisfactory, the proposal addresses all requirements or criteria described in the RFP in a minimum satisfactory manner
- 4 = Good, the proposal addresses all requirements or criteria described in the RFP and in some respects exceeds them
- 5 = Excellent, the proposal addresses and exceeds all of the requirements or criteria described in the RFP

Stage 1: Minimum Mandatory Requirements		RFP Section	Evaluation (Pass/Fail)
1	Offeror certifies that Offeror will attend weekly meetings in person during design and development.	RFP	
2	Offeror certifies that the Academy will have creative control and ownership of all private identifiable information for all students and users.	RFP	
3	Offeror certifies that Offeror has experience working on the backend and within the constraints of both PowerSchool and Canvas.	RFP	
4	Offeror certifies that Offeror attended the mandatory preproposal conference.	RFP	
5	Offeror certifies that the Offeror will generate the specific reports included in this RFP.	RFP	

Stage 2: Scoreable Technical Criteria		RFP Section	Evaluator Score (0-5)	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned
1	Technical Category #1 (75 Points): Previous experience/past performance history.	RFP		15	10.7%	75.0	0.0
2	Technical Category #2 (75 Points): Samples and/or case studies from previous projects.	RFP		15	10.7%	75.0	0.0
3	Technical Category #3 (100 Points): Experience and technical expertise.	RFP		20	14.3%	100.0	0.0
4	Technical Category #4 (75 Points): Ability to have a product review.	RFP		15	10.7%	75.0	0.0
5	Technical Category #5 (150 Points): Ability to meet all requirements including providing the resources to meet expected timelines.	RFP		30	21.4%	150.0	0.0
6	Technical Category #6 (100 Points): Proposed schedule with detailed milestones.	RFP		20	14.3%	100.0	0.0
7	Technical Category #7 (75 Points): References from prior clients.	RFP		15	10.7%	75.0	0.0
8	Technical Category #8 (50 Points): Value Add.	RFP		10	7.1%	50.0	0.0
					100.0%	700.0	0.0

Required Technical Point Threshold		RFP Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
		RFP	75%	525.0	0.0	0.0%	

Final Stage: Cost		RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
		RFP			30%	300.0	0.0

Cost

The Offeror with the lowest total cost will receive the maximum points of 300 points. Points assigned to each Offeror's cost proposal will be based on the lowest total cost. The Offeror with the lowest total cost will receive 300 points, or 100% of the total cost points. The formula to compute the points is: $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$.

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total Technical Evaluation Points	70%	700.0	0.0
Total Cost Evaluation Points	30%	300.0	0.0
Total Evaluation Points	70%	1,000.0	0.0

FOURTH AMENDMENT TO THE LEASE

This Fourth Amendment to the Lease (this "Amendment") is made and entered into on December ____, 2022, by and between:

<p>("Landlord") herein ENSIGN LEARNING CENTER, INC. 2755 South Decker Lake Lane West Valley City, Utah 84119</p>	<p>("Tenant") herein VANGUARD ACADEMY, INC. 2650 South Decker Lake Lane West Valley City, Utah 84119</p>
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Landlord and Tenant are collectively referred to herein as the "Parties" and, individually, as a "Party". The words Landlord and Tenant, as used herein, shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

RECITALS

- A.** WHEREAS, the Landlord's predecessor, Lake View Office Building, LLC ("Landlord's Predecessor"), and Tenant, entered into that certain Commercial Triple Net Lease dated December 29, 2014 (the "Original Lease"), covering certain Premises located at 2650 South Decker Lake Lane, West Valley City, Utah 84119 (the "Premises").
- B.** WHEREAS, the Landlord's Predecessor and Tenant entered into that certain First Amendment to the Lease dated April 27, 2015 (the "First Amendment").
- C.** WHEREAS, the Landlord's Predecessor and Tenant entered into that certain Second Amendment to the Lease dated January 2, 2017 (the "Second Amendment").
- D.** WHEREAS, the Landlord's Predecessor and Landlord entered into that certain Assignment of Lease dated September 10, 2018 (the "Assignment"), assigning the Original Lease, as amended by the First Amendment and Second Amendment.
- E.** WHEREAS, the Parties entered into that certain Third Amendment to the Lease dated December 10, 2021 (the "Third Amendment").
- F.** WHEREAS, the Original Lease, First Amendment, Second Amendment, Assignment, and Third Amendment shall be hereinafter collectively referred to as the "Lease".
- G.** WHEREAS, the Parties desire to amend the Lease, all conditioned upon the various terms and conditions set forth below:

NOW THEREFORE, in consideration of the usual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease as follows:

- 1. Recitals:** The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Premises:** During the period of August 1, 2022 to September 30, 2022, Tenant's leased Premises consisted of a building or a portion thereof that is approximately 60,235 rentable square feet, the "Premises" as defined in the Lease. Effective October 1, 2022, Tenant's leased Premises was revised to

 Tenant

consist of a building that is approximately 74,361 rentable square feet, such revised Premises to be the "Premises" as defined in the Lease during the period of October 1, 2022 to July 31, 2025, located at 2650 South Decker Lake Lane, West Valley City, Utah 84119, as depicted on Exhibit A.

3. **Lease Term:** Commencement Date of the Term of the Lease was January 1, 2015, with an initial Expiration Date of June 30, 2018. By the First Amendment the Term of the Lease was extended to July 31, 2025. This Amendment does not further extend the Term.

4. **Lease Rate:**

(a). Tenant shall pay monthly Base Rent in advance on or before the first day of each calendar month throughout the demised term, as follows:

Beginning	Ending	Rentable Square Feet	Monthly Base Rent	Minimum Annual Rental
August 1, 2022	September 30, 2022	60,235	\$71,478.87	\$142,957.74 (2 months)
October 1, 2022	July 31, 2023	74,361	\$81,239.39	\$812,393.90 (10 months)
August 1, 2023	July 31, 2024	74,361	\$90,968.29	\$1,091,619.48
August 1, 2024	July 31, 2025	74,361	\$100,697.19	\$1,208,366.25

In addition to the monthly Base Rent, As Tenant's estimated prorated share of Operating Expenses, Tenant shall pay \$28,361.00 for each of August 2022 and September 2022 and ~~\$35,012.00~~ per month starting October 2022. Such amounts are subject to adjustment as set forth in Section 7(a) of the Original Lease.

(b). Landlord and Tenant agree and acknowledge that the Base Rent and common area maintenance expense for August 2022 and September 2022 as set forth in this Amendment (the "Adjusted Rent") is less than the Base Rent and common area maintenance set forth in the Third Amendment, and that the Adjusted Rent shall be retroactively effective upon the signing of this Amendment. Accordingly, if an overpayment for Base Rent or Additional Rent has been made for August 2022 or September 2022 as of the date of this Amendment, Tenant may deduct such overpayment from its next payment to Landlord of Base Rent or Additional Rent. Other than described herein this Section 4(a) or explicitly provided for in the Lease, Tenant shall not make any deductions or offsets to any payments of Base Rent or Additional Rent owed to Landlord.

5. **Condition of Premises:** Tenant accepts the leased Premises in "as-is" condition and agrees at its sole expense to make any and all improvements necessary for its occupancy. Prior to the commencement of any construction, Tenant agrees to get written approval from Landlord. All construction must be performed by a licensed contractor at Tenants expense.

6. **Security Deposit:** Tenant has previously deposited \$116,891.00 with Landlord as a Security Deposit and no additional security deposit is required with this Amendment.

7. **Notices:** All notices and demands which may or are required to be given by either Party to the other under this Amendment shall be in writing and shall be sent by registered or certified mail, proof of delivery or return receipt requested or by a reputable national overnight courier service, postage prepaid, or by hand delivery, addressed to the Parties at their addresses set forth below:

(a) If to Landlord, at the following address: Ensign Learning Center, Inc. c/o Management Services	(b) If to Tenant, at the following address: Vanguard Academy, Inc. c/o Charles Reynolds 2650 South Decker Lake Lane West Valley City, Utah 84119
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20 West Century Parkway Salt Lake City, Utah 84115 Phone: 801-466-3361 Fax: 801-746-3447 Email: mgsv@smartmanagement.org	Phone: (801) 857-0399 Fax: Email:
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Either Party may designate such other address by written notice sent in compliance with this Section. Notice shall be deemed to have been given (i) when received if hand-delivered, (ii) one day following deposit with a reputable national overnight carrier for next day delivery, and (iii) three days following deposit in the United States mail.

Email is acceptable for normal communications and invoicing.

8. **Electronic Transmission and Counterparts:** This Amendment and any and all attachments, riders, addendums, and amendments may be executed in multiple counterparts, and each set of duly delivered identical counterparts which includes all signatures, shall constitute and be deemed to be one original document. Signatures or facsimile signatures on any of the Amendment documents, whether executed physically or by use of electronic signature or any other electronic means or methods, shall be deemed original signatures and shall have the same legal effect as original signatures. Electronic transmission (including email and fax) of a signed copy of the Amendment and the retransmission of any signed electronic transmission shall be the same as delivery of an original.
9. **Ratification of the Lease:** Except as otherwise amended hereby, the terms and covenants of the Lease are hereby verified and ratified by Landlord and Tenant, and remain in full force and effect.
10. **Miscellaneous:**
- (a) Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Lease.
 - (b) In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.
 - (c) The Lease and this Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, representatives and assigns.
 - (d) This Amendment shall be governed under the laws of the State in which the Premises are located.
 - (e) The Lease is intended to be and is amended, extended, and supplemented by the provisions of this Amendment, and hereinafter all of said instruments shall be considered and construed together.
 - (f) Except as modified by this Amendment, all of the terms, provisions, conditions, and covenants of the Lease shall be and remain in full force and effect.
11. **Claims Resolved:** The Parties hereby agree that; excluding rent and other payments owed to Landlord, or unless otherwise described herein; all claims, issues, complaints or injuries of any kind between the Parties arising or occurring before the execution date of this Amendment, have been completely and fully resolved by the signing of this Amendment.
12. **Agency Disclosure:** At the signing of this Amendment the listing agent Martha Nichols of Arrow Real Estate Services, Inc. represents Landlord and Tenant represents itself. Landlord and Tenant confirm that

Tenant _____

prior to signing this Amendment, written disclosure of the agency relationship(s) was provided to him/her.

() () Landlord's initials () () Tenant's initials

13. **No Assignment:** Tenant may not assign this Lease or sublease the Premises or any portion thereof, without Landlord's written consent. In the event that Tenant violates this Section 13, Landlord in its sole discretion may terminate the Lease with a thirty (30) day written notice to Tenant. Notwithstanding the foregoing or any provision of the Lease to the contrary, Tenant may, without Landlord's consent, assign the Lease, including this Amendment, or sublease the Premises pursuant to the terms of or as required by Utah Code § 53G-5-501.

14. **Attachments:** The following, by reference hereto, are a part of this Amendment:

Exhibit A – Original Premises

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease as of the date first above written.

Landlord	Tenant
Ensign Learning Center, Inc. 2755 South Decker Lake Lane West Valley City, Utah 84119	Vanguard Academy, Inc. 2650 South Decker Lake Lane West Valley City, Utah 84119
By: _____ By: B. L. Kendall, Director of Ensign Learning Center, Inc.	By: _____ By: Kent Johnson, Board Chair of Vanguard Academy, Inc.

Tenant _____

EXHIBIT A – BUILDING PREMISES



Tenant _____

15.2 Cash Policy

Authorized Cashiers

1. Whenever possible, receipt of public funds shall be restricted to one of the following preauthorized cashiers: The School Lunch Cashier or Lunch Manager (for lunch related cash receipts only); or the Financial Secretary or Front Office Secretary
2. For specific functions where it is not possible or reasonable for a pre-authorized cashier to be present to receive all incoming cash receipts, substitute cashiers may be authorized as follows: the CEO may authorize responsible individuals to act as substitute cashiers. In this case, the CFO shall ensure that each substitute cashier is trained in his/her duties by the Financial Secretary.
3. Vanguard Academy employees who are not authorized cashiers shall instruct payers to make payments directly to an authorized cashier. Under no circumstances shall a Vanguard Academy employee who is not a pre-authorized cashier or substitute cashier accept a cash receipt.

General Policies

1. Cash and checks are recorded when received.
2. ~~All checks received by Vanguard must be made payable to Vanguard Academy.~~ All checks should be made payable to Vanguard Academy and restrictively endorsed upon receipt. Checks should not be made payable to an employee, a specific department, or a program.
3. Two-party checks should never be accepted.
4. The school's front office shall issue a receipt in triplicate form for all cash (checks) received. The copies shall be as followed (Customer, Runner shall deliver copy with cash, and one shall remain in book). The receipts shall remain in sequential order, or if skipped should state VOID or explain reasoning. An additional option would be to use a raffle ticket system which remain in sequential order and logged in the front office.
5. In addition to a receipt, the school shall prepare a cash tally form which reconciles all cash and written receipts. This form shall be signed by a minimum of (2) signers. (Counter, Confirmed Counter). Cash Tally forms can be located through the Business Department.
7. If payments are made with an online payment system (e.g. PowerSchool), the electronic receipt and report will be sufficient to reconcile cash.
8. All funds (cash, checks, credit card payments, school lunch payments, etc.) received must be receipted by student name, if possible, and recorded in accounting records. School lunch money will be posted by student name into SIS Gradebook.

9. All receipting of funds at school should be done at the front office. No receipting of funds should take place in the classroom or in unapproved off-site locations. Provisions shall be made for cash receipting/collection at approved activities or functions.

10. ~~Prior to depositing in the bank, the deposit shall be maintained in a secure area~~ All funds shall be kept in a secure location with limited access controlled by the front office until they are deposited. Employees should never hold funds in any location for any reason. Cash receipts should not be taken home by employees or volunteers, or left in offices.

11. Disbursements are never to be made directly from cash receipts (i.e, for purchases, reimbursements, refunds, or to cash personal checks).

12. All activities involving cash must be supervised by a school employee or authorized volunteer to ensure adequate controls are in place.

13. ~~Office staff makes deposits every 24 banking hours when funds to be deposited exceed \$1,000. Deposits will be made at least weekly.~~ All check and cash received (including lunch money) shall be deposited daily, if particle, but no later than three days after receipt as required by Utah Code 51-4-2(2)(a).

14. ~~Cash receipts will be reconciled to the bank statement monthly by the CFO or Business Manager/Controller.~~ Monthly, bank reconciliation(s) will be performed on all school-approved accounts.

Purpose: Segregating Cash Receipt duties and maintaining accuracy

Scope: Cash Receipts

History

Board Approved 2015

Changes Pending Approval

11.11 Tuition Reimbursement as Compensation (TRAC)

As part of a compensation plan, Vanguard will offer reimbursement in the form of a loan, which may be forgiven as described, for the education of an employee as follows based on budget availability and the needs of Vanguard. Funding is granted on a single semester basis and may be canceled at any time. Tuition Reimbursement will be at the sole discretion of Vanguard Academy.

Requirements:

- Employee must be currently working for Vanguard to be considered for TRAC and continue working for Vanguard during the period it takes to earn the degree.
- Employee must apply each semester and be approved for the reimbursement in addition to the requirements below.
- Degree must be approved by Vanguard (must be relevant to Vanguard)
- Degree must be issued by a nationally accredited college or university. Online and non-traditional schools are up to the sole discretion and due-diligence of the employer to reimburse. This includes reviews of all accrediting organizations and consumer value reviews for graduates from the school in question.
- Employee must complete the degree in a timely manner. Vanguard will subsidize a loan for the costs of the education not longer than 150% of the number of semesters traditionally allotted to the degree level; Associates = 2 years, Bachelors = 4 years, Masters = 2 years. Multiple degrees must run concurrently and both degrees must be approved and be applicable to Vanguard.
- Employee must perform reasonably well in the course of study. Each credit hour earning a B or higher would be fully compensated for tuition plus up to \$2,000 a year for books and fees. Each credit hour earning a C, C+ or B- would be 50% covered. Anything below a C (including C-) would not be reimbursed.
- Employee must supply adequate reporting of grades and performance at the end of the course to employer in order to receive reimbursement for each completed course.
- Employee must have already applied for financial aid, tuition waivers, and scholarships before applying for TRAC.

Method of reimbursement:

- Upon the employee's successful application and approval for the tuition reimbursement program, a subsidized loan account will open on the employee's behalf. Money will be distributed at the end of each semester after grades are posted. The employee must submit a copy of semester grades to the Human Resource department of the employer. At which time a loan draw will be authorized reimbursing for 100% of tuition cost of courses completed with a B or higher, 50% of the tuition cost of courses completed with a B- to C, so long as the allotted time for the degree has not passed as described above.

- Since the loan is subsidized, no payment is due from the employee as long as they are employed and in good standing with Vanguard. However, this loan represents a binding financial obligation and is the sole financial responsibility of the employee to pay back in good faith to Vanguard unless forgiven as described below.

Loan forgiveness:

- Starting from the date the degree is issued the employee must work with Vanguard in a capacity of the employers choosing for 1 year for each year of undergraduate schooling tuition reimbursed. (2 years for each year of graduate schooling tuition reimbursed). Each year at the anniversary date of the issuance of the degree, given that the employee is still employed in good standing and an eligible amount of time has passed, the employer shall forgive one year's worth of tuition expenses and resulting interest on the employee's reimbursement loan starting with the earliest recorded year of expenses. The remaining balance of the loan shall remain.
- Should the employee quit, take an extended non-work related leave (longer than 3 months), be terminated or be involved in proceedings in which the final result is termination before the anniversary date described above, the remaining balance of the loan becomes due with a payment schedule as described by the terms of the loan not to exceed 5 years.

Benefits:

- Earn a degree (higher educated/qualified workforce)
- Greater earning potential once degree is finished
- Bring back a higher return once completed

Details:

- Associates (2 years/4 Semesters):
 - o Average associates degree costs \$7,200 in tuition (SLCC) \$3,000 in books and fees.
 - o Cost to employer: \$5,100 per year (10,200 paid back in 2 years)
- Bachelors (4 years/8 Semesters):
 - o Average Bachelor's degree costs \$33,120 in tuition (UofU) \$8,000 in books and fees
 - o Cost to employer: \$10,280 per year (41,120 paid back in 4 years)
- Masters (2 years/4 Semesters):
 - o Average Master's degree costs \$55,000 in tuition (UofU) \$4,000 in books and fees
 - o Cost to employer: \$14750 per year (59,000 paid back in 4 years)

Pending Approval

3.7 Library Content Program

This policy specifies the process for identifying materials to be included or disqualified from use in classroom libraries.

Legal Ref.: Utah Admin. Code R277-628

Utah Code §§ 53E-3-501, 53G-10-103

Definitions

Classroom materials: Any physical or virtual text or media contained within a classroom library's collection that is available for students to check out but is not part of the class curriculum.

School library: The location, both physical and virtual, where classroom materials are housed and administered by professional teaching staff.

School Setting: Any material in a classroom, in a school library, or on school property. It includes activity from an assembly, guest lecture, a live presentation, and/or an event.

Mission

Although Vanguard Academy does not have a traditional library, we are committed to providing a collection of works that inspire students to seek learning through a classical approach to education by giving our students access to high-quality books and educational resources that inspire a **love of reading, critical thinking, and intellectual curiosity**. Our libraries exist to promote the development of integrity, civic virtue, and self-discipline. The library also seeks to provide curriculum support, research guidance, and the development of literacy and research skills for its patrons.

Policy

1. Vanguard Academy school classrooms and libraries support and enhance student learning. Vanguard values libraries, media centers, and staff who select, maintain, and preserve rich repositories of balanced, relevant, age appropriate, and varied educational sources for students.
2. Materials to be included or disqualified will be identified based on the requirements of Section 53G-10-103: Sensitive Instructional Materials, Board Rule R277-217, state and federal law, Educator Standards and LEA Reporting, or based on age-appropriate content.
3. All employees of Vanguard Academy must adhere to this policy and are subject to the Vanguard employee conduct policies for any personal violation.

Procedure

- a. The curriculum committee will initially select all reading materials, including gifts and donations, consistent with this policy use:
2. **Selection of Materials for Library Collection**
 - i. seek recommendations and work collaboratively with parents, patrons, and others in the school community during the selection process;
 - ii. create a collection that reflects a diversity of ideas; and
 - iii. create a collection that adheres to the law.

- b. Electronic databases and other web-based searches and content will be filtered through Vanguard's state-required internet filter.
 - c. Gifts and donations will be reviewed following selection criteria and will be accepted or rejected using the same criteria.
 - d. The responsibility for final material selection rests with the Curriculum Director under the direction of Vanguard's governing board using the following criteria:
 - i. Overall purpose and educational significance
 - ii. Legality
 - iii. Age and developmental appropriateness
 - iv. Timeliness and/or permanence
 - v. Readability and accessibility for intended audience
 - vi. Artistic quality and literary style
 - vii. Reputation and significance of author, producer, and/or publisher
 - viii. Variety of format with efforts to incorporate emerging technologies
 - ix. Quality and value commensurate with cost and/or need.
 - e. A record of reviewed materials will be maintained by Vanguard and include:
 - i. the name of the school;
 - ii. the title and author of the material;
 - iii. all available formats of the material (digital/hard copy/etc.);
 - iv. the intended use of the material;
 - v. the date the material was reviewed; and
 - vi. the employee's name and title that reviewed the material.
3. Library Collection Maintenance
- a. Library materials will be maintained consistent with the criteria listed in state and federal laws, including Utah Code Ann. Section 53G-10-103, and represent varying viewpoints.
 - b. The school librarian or designated appointee will inventory the school library collection and equipment at least every five (5) years.
 - i. The inventory may be used to determine losses and remove damaged or worn materials to be considered for replacement.
 - ii. The inventory may also be used to deselect and remove materials that are inconsistent with the law, or that are no longer relevant to the curriculum or of interest to students.
 - iii. Identify gaps or deficits in the library's collection.
 - c. Weeding and De-Selection Criteria
 - i. As part of the inventory process, the school librarian or designated specialist may weed out or de-select materials based on the following criteria:
 - 1. Poor physical shape
 - a. Brittle paper and/or covers
 - b. Faded colors
 - c. Poor binding
 - 2. Poor format
 - a. Excessively large or small print
 - b. Poor quality images and/or pictures
 - 3. Poor content
 - a. Out of date (especially technology, science, medicine, geography, culture)
 - b. Trivial subject or approach
 - c. Mediocre or substandard writing

- d. Inaccurate information
 - e. Superseded editions
 - 4. Inappropriate for the specific collection
 - a. Unneeded duplicates
 - b. Unneeded titles in little-used subject areas
 - c. Interest or reading level inappropriate for clients
 - d. Change in curriculum and/or age group served
 - 5. What not to weed
 - a. Classics, except when more attractive format is available
 - b. Local and Utah history unless replaced with newer copy
 - c. Major school publications, including yearbooks
 - ii. Weeding process
 - 1. Identify cutoff circulation records
 - 2. Identify cutoff copyright date
 - 3. Identify items in poor physical condition
 - 4. Teachers in appropriate subject areas can be asked to identify items they wish to be retained
 - 5. Items to be retained should have poor physical condition remedied by repair, rebinding, or replacement
 - 6. Items to be weeded should be removed from shelves and library catalog, then disposed of.
4. Library Materials Review Process
- a. A library materials review request may only be made by:
 - i. a parent of a student that attends the school;
 - ii. a student who attends the school; or
 - iii. an employee of the school.
 - b. If challenges become unduly burdensome Vanguard may limit the number of challenges an individual may make in the course of a school year.
 - c. A library materials review may be based upon the concern that the material is a sensitive material as defined in Section 53G-10-103, or upon concerns with age-appropriateness of content.
 - d. The identity of the requestor will be protected and kept confidential from all individuals outside of the review process outlined in this policy, to the extent possible.
 - e. Vanguard will ensure access to a Library Materials Review Request Form (See Appendix A).
 - f. The requestor must provide all information requested on the form including the requestor's complaint or objection to the library material.
 - g. The material that is subject to a review request will have restricted access by maintaining the material in a secure location or by requiring an access code for digital materials until the processes described in this policy are completed. Access will be limited to students with prior parent/guardian permission only. A list of restricted materials shall be made available to the public.
 - h. Upon receipt of a request for review, the school administrator or designee will acknowledge the receipt of the request, create a case number for the review, and convene a Curriculum Committee within a reasonable time according to the procedure outlined below:
 - i. The Curriculum Committee will determine the amount of time needed for an adequate review of a material to make a thorough and thoughtful decision and inform the requester of the determined timeline with a preference for 30 school days where possible and no longer than 60 school days.

- ii. The Curriculum Committee may request that Vanguard's board determine the maximum amount of time allowed for review and determination.
- iii. Members of the Curriculum Committee will receive materials to complete the review process, including the following:
 1. access to the complete work that includes the material being challenged;
 2. a copy of the Materials Review Request form;
 3. a copy of this policy
 4. relevant information about the title compiled and shared by the library staff, including reason for initial approval of the material; and
 5. recorded public comment as described below in Subsection vii; and
 6. a copy of Appendix B: Checklist for School Library Committee's Reconsideration of Instructional Material
- iv. Prior to a decision of the Curriculum Committee the school conducting the review will provide an opportunity for public comment regarding the material at a governing board meeting.
- v. The school conducting the review will provide notice to parents about the opportunity to provide public comment and include the name of the material that is the subject of the materials review at least 48 hours prior to the scheduled meeting for public comment.
- vi. The school conducting the review will record all public comments, including written comments received, and make those comments available to the Curriculum Committee within 48 hours of the public comment meeting.
- vii. The Curriculum Committee will schedule meetings as determined by the Curriculum Committee and maintain minutes of each meeting.
- viii. The notes from each meeting will be retained by Vanguard along with all relevant documentation and the final determination.
- ix. The Curriculum Committee will determine whether the material constitutes sensitive material consistent with Section 53G-10-103, this policy, and the guidance letter provided by the Attorney General's Office dated June 1, 2022.
- x. In deciding whether the material constitutes sensitive material, the Committee must:
 1. consider all elements of the definitions of pornographic or indecent materials as defined in Utah Code Sections 76-10-1235, 76-10-1201, 76-10-1203, and 76-10- 1227; and
 2. whether the material is age appropriate due to vulgarity or violence.
- xi. In deciding whether the material is age appropriate due to vulgarity, violence, or content, the Committee must consider the material taken as a whole and consider whether it has serious literary, artistic, political, or scientific value for minors, which may include the following objective criteria:
 1. reliable, expert reviews of the material or other objective sources;
 2. committee members' experience and background; and
 3. community standards.
- xii. In deciding whether the material taken as a whole has serious literary, artistic, political, or scientific value as described in Subsection xiii. The Committee should consider that serious value does not mean any value.
- xiii. The Curriculum Committee will make a determination of a reviewed material as follows:
 1. Retained: the determination to maintain access in a school setting to the challenged material for all students.

2. Restricted: the determination to restrict access in a school setting to the challenged material for certain students as determined by the Curriculum Committee.
3. Removed: the determination to prohibit access in a school setting to the challenged material for all students.
- xiv. The decision of the Curriculum Committee will be determined by majority vote.
- xv. A material may not be reviewed again for three school years following the Curriculum Committee's determination.
- xvi. The determination of the Curriculum Committee will be communicated to the requestor and appropriate employees within 5 school days of the decision being made.
- xvii. Vanguard will maintain a list of all materials that receive a "removed" determination.

5. Appeals Process

- a. The original requestor or another individual who was not on the Curriculum Committee may appeal the determination of the Curriculum Committee in writing to the school Director within 15 business days of receipt of the Curriculum Committee's final determination using an Appeal Request Form (See Appendix B).
- b. The Vanguard Board of Directors will act as the Appeals Committee.
- c. If there is not an appeal of the Curriculum Committee's decision, the Curriculum Committee's recommendation is the final determination for the challenged material.
- d. The Appeals Committee will determine the amount of time needed for an adequate review, not longer than 60 school days and a preference for 30 school days, of a material required to make a thorough and thoughtful decision and inform the requestor of the determined timeline.
- e. Members of the Appeals Committee will receive materials to complete the review process, including the following:
 - i. a copy of the material;
 - ii. a copy of the Materials Review Request form;
 - iii. all Curriculum Committee meeting minutes;
 - iv. the Curriculum Committee's final recommendation and rationale for the decision;
 - v. any other documents considered part of the administrative record related to the Curriculum Committee's proceedings including all recorded public comments as described in Subsection vii and xiii above.
 - vi. The Appeals Committee will schedule meetings as needed, as determined by the Appeals Committee and maintain minutes of each meeting.
 - vii. The notes from each meeting will be retained by Vanguard along with all relevant documentation and the final determination by the Appeals Committee.
 - viii. The Appeals Committee may make a final determination of a reviewed material as follows:
 1. Retained: the determination to maintain access in a school setting to the challenged material for all students.
 2. Restricted: the determination to restrict access in a school setting to the challenged material for certain students.
 3. Removed: the determination to prohibit access in a school setting to the challenged material for all students; or
 4. Another determination as decided by the Appeals Committee.
- ix. A material may not be reviewed again for three school years if the Appeals Committee votes to uphold a Curriculum Committee's determination.

- x. The final determination of the Appeals Committee will be communicated to the requestor and appropriate employees within 10 days of the determination.
- 6. Final Procedural Review (Not Legally Binding until USBE amends R277-123)
 - a. The requestor in 2.A. may petition the USBE for a procedural review of the Appeals Committee's decision.
 - i. The USBE will review the petition and determine if a procedural review is warranted, to determine whether the LEA correctly followed its library materials review policy referred to in Rule R277-628.
 - ii. That determination may include the USBE's decision to have the appeal considered initially by a USBE Committee or a panel of USBE members.
 - iii. If the USBE determines in USBE's procedural review that the LEA did not correctly follow its materials review policy, it will return the appeal to the LEA with direction to repeat its review process in compliance with its library materials review policy referred to in Rule R277-628.
 - b. The USBE will make a final written appeal decision no more than 60 school days after the USBE's determination that the appeal satisfies the criteria for USBE review.
 - c. This USBE review decision is final.
- 7. Communication
 - a. An easily accessible webpage on Vanguard's website will be updated and available prior to the beginning of each school year to inform teachers, staff, students, and parents of the following:
 - i. A Materials Review Request Form (See Appendix A)
 - ii. An Appeal Request Form (See Appendix B)
 - iii. Application to serve on a materials Curriculum Committee
 - iv. This Library Policy
 - v. A list of all materials that are restricted while under Review or have received a Curriculum Committee or Appeals Committee determination
 - b. If made aware of material that may be considered sensitive material as defined in Section 53G-10-103, Vanguard will inform relevant parties regarding appropriate actions to take pursuant to this policy.

Library Reconsideration of Materials

The Vanguard Academy Library Program recognizes that not every book is appropriate for every reader, and occasionally concerns may be raised regarding library materials.

Vanguard Academy

15.3 Conflict of Interest Policy

15.3.1 Legal Reference:

Utah Code § 20A-14-202(4)

Utah Code § 67-16-4-6

15.3.2 Purpose

The Board of Directors of Vanguard Academy ("Vanguard") has established this policy to prevent the personal interest of board members, staff members, and volunteers from interfering with the performance of their duties to Vanguard, and to prevent personal financial, professional, or political gain on the part of such persons at the expense of Vanguard's members, supporters, and other stakeholders. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

15.3.3 Scope: All board members, officers, and directors.

15.3.4 Definitions

Board: the Board of Directors.

Compensation: direct and indirect remuneration as well as gifts or favors that are not unsubstantial.

Conflict of Interest: (also "Conflict") means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a person in a position of trust.

Interested Person: Any director, officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which Vanguard Academy has a transaction or arrangement,
2. A compensation arrangement with Vanguard Academy or with any entity or individual with which Vanguard Academy has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Vanguard Academy is negotiating a transaction or arrangement.

4. Compensation which includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest, only if, the conflict of interest policy and procedures defined below, determine that a conflict of interest exists.

Officer: an officer or member of the Board of Directors.

Staff Member: means a person who receives all or part of her/his income from the payroll of Vanguard.

Supporter: corporations, foundations, individuals, 501(c)(3) nonprofits, and other nonprofit organizations who contribute to Vanguard.

Volunteer: a person -- other than a board member -- who does not receive compensation for services and expertise provided to Vanguard and retains a significant independent decision-making authority to commit resources of the organization.

15.3.5 Procedures

1. Duty to Disclose: In connection with any actual, perceived or possible conflict of interest, an interested person must disclose the existence of the conflict of interest or financial interest and be given the opportunity to disclose all material facts related to the conflict, to the Board of Directors, including but not limited to: ~~and members of committees with governing board delegated powers considering the proposed transaction or arrangement.~~
 - a. A board member is related to another board member or staff member by blood, marriage or domestic partnership.
 - b. A staff member in a supervisory capacity is related to another staff member whom she/he supervises.
 - c. A board member or his/her organization stands to benefit from a Vanguard transaction or staff member if such organization receives payment from Vanguard for any subcontract, goods, or services other than as part of her/his regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
 - d. A board member's organization receives grant funding from Vanguard.
 - e. A board member or staff member is a member of the governing body of a contributor to Vanguard.
 - f. A volunteer working on behalf of Vanguard who meets any of the criteria listed above.
2. Recusal of Self: Any interested person may recuse himself or herself at any time from involvement in any decision or discussion in which the interested person believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

3. Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board of Directors ~~or committee members~~ shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest:
 - a. An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Board shall determine whether Vanguard Academy can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Vanguard Academy's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
5. Violations of the Conflicts of Interest Policy:
 - a. If the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

15.3.6 Records Of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

15.3.7 Compensation

Compensation decisions must be made in accordance with the following:

1. A voting member of the governing board who receives compensation, directly or indirectly, from the school, is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Vanguard Academy for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Vanguard Academy, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

15.3.8 Annual Statements

Each director, **board member**, and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflict of interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands Vanguard Academy is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes

If at any time during the year, the information in the annual disclosure statement changes materially, the director shall disclose such changes and revise the annual disclosure form.

The Board shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual disclosure statements and taking such other actions as are necessary for effective oversight.

15.3.9 Periodic Reviews

To ensure Vanguard Academy operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted.

~~Use of Outside Experts~~

When conducting the periodic reviews, Vanguard may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to Vanguard Academy's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit or in an excess benefit transaction

Vanguard Academy

Conflict of Interest Disclosure Form

Fiscal Year _____

This form must be completed annually by all parties as identified in Vanguard's Conflict of Interest Policy.

_____ I have no conflict of interest to report

_____ I have the following conflicts of interest to report (please specify):

The undersigned, by the affixed signature, acknowledges understanding of the implications of this policy.

Signature

Printed Name

Date

Vanguard Academy
Parent and Student Handbook

8.3 FUNDRAISING, DONATIONS, GIFTS, AND SPONSORSHIPS

Vanguard benefits and relies on various forms of fundraising, donations, gifts and sponsorships. All fundraising activities engaged in, and gifts, donations, or sponsorships received by Vanguard and its auxiliary organizations will remain in harmony with the standards and values of the school, as well as in compliance with state and federal law. This policy is intended to create practices that adequately safeguard public funds, provide for accountability, and ensure compliance with state and federal laws.

8.3.1 Legal Reference:

Utah Admin. Code R277-107

Utah Admin. Code R277-407

Utah Admin. Code R277-515

Utah Admin. Code R277-113-5

Utah Admin. Code R277-719-5

Utah Admin. Code 53G-7

Utah Code 63-56-72

Utah Code 63G-6a

Code 63G-6a-2304.5

IRS Publication 526 "Charitable Contributions" Utah

8.3.2 Purpose:

Vanguard encourages community and business partnerships that enhance and supplement the public education system. Vanguard also desires to protect students, parents, teachers, and school administrators from over-commercialization and fundraising efforts that are coercive and disruptive to the education processes, threatening to the health and welfare of students, or lacking in educational merit. In accordance with R277-113-5, Vanguard is committed to work effectively with donors and sponsors to provide donation receipts, ~~as required by law~~, and to facilitate the donors' charitable intent to the extent that the intent of any donation or gift is in harmony with Vanguard goals, ~~and~~ the law, and is appropriately approved. Vanguard reserves the right to decline, restrict, or redirect donations, gifts, and sponsorships.

8.3.3 Scope:

This policy applies to all Vanguard administrators, licensed educators, staff members, students, organizations, volunteers and individuals who initiate, authorize, or participate in fundraising events or activities for school sponsored events; and who receive, authorize, accept, value, or record donations, gifts or sponsorships on behalf of Vanguard.

It is expected that in all dealings, Vanguard administration, staff, and school employees will act ethically and consistent with Vanguard's policies, the Utah Educator Standards, the Public Officers' and Employees' Ethics Act, and State procurement law.

8.3.4 Definitions:

Active Fundraiser: a fundraiser that involves active promotion by the school and active involvement of students.

Group Fundraising: a fundraiser where all team or organization members participate and all funds raised are used for the mutual benefit of the team or organization members.

Individual Fundraising: a fundraiser wherein participation is optional for individual students and funds raised by individual students are used to pay that individual student's costs. Funds raised will remain with the student after completion of fundraiser activities.

Passive Fundraiser: a fundraiser initiated by outside entities that involve minimal supervision or participation (i.e., collecting box tops or proofs of purchases, book fairs, recycling, student pictures, and business patronage partnerships.)

Private Fundraiser: a fundraiser initiated by an outside entity for the outside entity's purposes with no intent to donate to or benefit the school.

School Wide Fundraising: a fundraising event or activity in which all students attending a school may participate.

Fee: a charge, expense, deposit, rental or payment

8.3.5 Fundraising Procedures:

8.3.5-1 Approval

In an effort to minimize ongoing fundraising efforts within the school, all fundraisers must be approved by the Vanguard Board of Directors.

8.3.5-2 Administration of Fundraising Activities

1. All funds raised in school-sponsored fundraising activities are public funds and are to be used for the benefit of students and school programs or activities. Administration, staff, and other Vanguard Academy employees responsible for the supervision of school-sponsored fundraising activities shall ensure that

Vanguard Academy policies and guidelines for handling and depositing funds are strictly followed.

2. Fundraising activities shall not count as instructional time and are not allowed to interfere with classroom instruction.
3. Only fundraising activities that offer at least forty-percent return of proceeds to the school may be considered.
4. In all fundraising activities, educators shall comply with Utah Educator Standards Utah Admin. Code R277-515 and other Vanguard Academy policies. In particular, educators shall refrain from using his/her position of influence to profit commercially or benefit personally from fundraising (i.e., teachers should not sell products or services offered by a family owned business unless the transaction is arm's-length and the educator receives express permission from the school Director after disclosing the potential conflict of interest). This provision is not intended to prevent educators from communicating opportunities for extracurricular involvement or other enrichment activities.
5. With express approval from the Director, Vanguard Academy employees may receive reimbursement out of fundraising funds for expenses incurred while supervising school-sponsored student activities (i.e., travel, accommodations, and standard, approved per-diems).
6. Fundraising as a Fee. If the activity, camp, class, club or clinic, fundraising event, program, or other events is "provided, sponsored, or supported by a school" or LEA, any amount charged to students must meet the regulations outlined in UCA 53G-7 Part 5,6,7, and 8

8.3.5-3 Student Participation

1. Teams, clubs, classes, or programs may sponsor individual or team fundraisers for appropriate purposes such as travel, equipment, professional services, or other specific purposes consistent with other Vanguard Academy policies and State law.
2. Student participation in school-sponsored fundraising activities shall not impact grades, academic credit, or eligibility for teams, clubs, classes, or programs.
3. Middle school students shall not be required to solicit door-to-door for school-sponsored fundraisers. High school students may participate in one door-to-door solicitation fundraiser per year.
4. Unused funds from group or individual school-sponsored fundraising activities will revert to the designated school account for the team, club, class, or program at the end of the school year and not to students or parents.

8.3.5-4 School-Wide Fundraisers

The following school-wide fundraisers are allowed annually:

1. Passive fundraisers are allowed under the direction and at the discretion of the Director. Marketing information regarding passive fundraisers may not be distributed by schools as stand-alone flyers except for information packets for student pictures and forms for schoolbook programs.

The following fundraisers require approval from the Business Administrator, or Director. Each of these activities poses a higher risk of liability and an additional insurance policy will need to be added. NOTE: The insurance policy will increase the cost of the fundraiser event.

1. Activities that pose liability, safety, or risk concerns. These include but not limited to:
 - a. Bounce House
 - b. Bounce Slide
 - c. Mechanical or Animal Rides
 - d. Objects thrown at people
 - e. Use of water tanks
 - f. Trampolines
 - g. Bungee Jumps
2. The following fundraisers are NOT allowed:
 - a. Raffles or games of chance: School entities, including student clubs, are not authorized to participate in raffles because, unlike local SPO's, they are NOT nonprofit organizations exempt from state tax as defined in the franchise Tax Code.

8.3.5-5 Group Fundraising

Funds raised in a required group fundraiser must benefit the group, team, or organization. If LEAs choose to require group fundraising for students to participate in an activity, class, or program, they must comply with all requirements in UCA 53G-7. As a fee, fundraising may be listed on the fee schedule per Board rule R277-407. The amount expected to be received, per student, through required group fundraising must be included as part of the maximum fee amount for an activity. As group fundraising is required and considered a fee, funds raised must provide a benefit to all individuals on the group, team, or organization. This means that fundraising funds cannot be used to only cover the cost of fee waiver students.

8.3.5-6 Utah Sales Tax

1. Utah law provides for a sales tax exemption on school fundraising sales if all of the following conditions are met:

- a. Funds are used by the school for the purpose of purchasing equipment or materials or to provide transportation.
 - b. Fundraising activities are part of an officially school-sanctioned activity conducted in accordance with this policy.
 - c. Funds are not used to directly or indirectly compensate a teacher or other school employees.
 - d. Revenues from the fundraiser are deposited in a dedicated school account controlled by Vanguard Academy.
2. For all sales made during school-sponsored fundraising activities that do not qualify for the sales tax exemption, schools shall charge, collect, and appropriately remit sales tax.

8.3.5-7 Limitations and Prohibitions

1. Employees are not permitted to accept personal payments, bonuses, or gratuities from commercial fundraising organizations or individuals pursuant to Utah Code 63-56-72 and Utah Admin. Code R277-515. Fundraising incentives, bonuses, etc., however, may be accepted if used to directly benefit students and/or programs.
2. School-sponsored fundraising may not involve communication, advertising, and/or depictions of tobacco or alcoholic products or any other material or product that may not legally be used by school age children or is otherwise not in compliance with the state or Vanguard Academy rules; that may be harmful to the health and welfare of students; that may exploit or create undue intrusion into the classroom or home; that would detract from or interfere with student learning; that would conflict with the educational mission of Vanguard Academy; or that would commercialize or damage the image of Vanguard Academy.
3. Vanguard may not sponsor or co-sponsor fundraising events with the intended or unintended effect of offering an undue advantage to any outside entity or otherwise circumventing Vanguard Academy policies or state laws regarding facility rentals, donations, booster clubs, access to students, etc. For example, an individual or entity shall not be allowed to profit commercially by promising a donation or a portion of event proceeds to a team, club, class, or program in exchange for free or reduced-rate use of facilities, work performed by students or district personnel, or some other advantage gained by using a public facility.
4. School-sponsored fundraisers cannot require students to submit the personal information of other people, and students shall not be used to develop mailing or contact lists for any commercial or fundraising organizations.
5. Vanguard shall ensure against selling during the school day, as part of a fundraiser, food and beverage items that do not meet nutrition standards for competitive foods unless exempted. To be exempted, the number of such fundraisers may not exceed three (3) per year with each fundraiser lasting no longer than five (5) consecutive days. If these conditions are not met, Vanguard

Academy shall ensure that all food and beverage items sold as part of a fundraiser meet such nutrition standards. (See Utah Admin. Code R277-719-5.)

8.3.6 Donations, Gifts and Sponsorships

- A. All funds, property, or goods donated become public funds and the property of Vanguard Academy and shall be used for the purpose for which they were donated and in accordance with State and Vanguard Academy policies. Donations, gifts, and sponsorships shall not be directed at specific employees, individual students, vendors, or brand name goods or services.
- B. Vanguard Academy will comply with all applicable state and federal laws; the State procurement code Utah Code 63G-6a; State Board of Education rules, including construction and improvements; IRS Publication 526 "Charitable Contributions"; and other applicable IRS regulations.
- C. The collection of funds or assets associated with donations, gifts, or sponsorships will comply with Vanguard cash policies. The expenditure of funds associated with donations, gifts, or sponsorships will comply with Vanguard cash policies.
- D. Donations, whether in-kind, cash, or otherwise, shall be complete transfers of ownership, rights, privileges, and/or title in or to the donated goods or services and become exclusive property of Vanguard Academy upon delivery.
- E. Vanguard employees must comply with procurement policies and procedures, including complying with obtaining competitive quotes; bid splitting; and no accepting gifts, gratuities, or kickbacks from vendors or other interested parties.
- F. If donations or gifts are offered in exchange for advertising or other services, an objective valuation will be performed and a charitable receipt will be issued by the Business Administrator.
- G. Donations, gifts, and sponsorships given by vendors to specific programs (e.g., drama, sports teams) or employees shall be evaluated for compliance with Utah Code 63G-6a-2304.5, "Gratuities, Kickbacks, Unlawful use of position or influence". As required by state law, donations will only be accepted where there is no expectation or promise, expressed or implied, of remuneration or any undue influence or special consideration. Employees are not permitted to accept personal payment or gratuities in any form from a vendor or potential vendor as a precondition for purchase of any product or service.
- H. Donations and gifts over \$250 will be provided with an acknowledgment of the contribution for IRS purposes. The acknowledgment will be in the form of a receipt issued by the Business Administrator. These receipts will be generated from the information provided on the "Donations, Gifts, and Sponsorships" form.

8.3.7 Products

- A. Vanguard Academy may accept donated products which carry the donor company's name, trademark, logo, or limited advertising on the product (e.g., cups, T-shirts, hats, instructional materials, furniture, office equipment, etc.). The donation should be approved by the business administrator to ensure the LEA desires to take on the product, ensure accurate accounting, and provide proper recognition. These items shall

be valued at fair market value at the time of the contribution. Advertising or other services offered in exchange for the donation or gift may alter the contribution amount.

8.3.8 Cash Donations

- A. Cash donations are welcomed and may be accepted from private individuals, companies, organizations, clubs, foundations, and other appropriate entities. All cash donations will be received in compliance with Vanguard's cash policies.
- B. Cash donations may be used to fund or enhance programs, facilities, equipment, supplies, services, etc.
- C. Cash donations may not be used to hire regular classroom teachers. Classroom assistants, coaching assistants, or specialists of any kind, including individuals who may hold educator licenses, may be hired using the funds received. Donations to fund such positions shall be made to a program or department and not directly to individuals and employment will be processed through Human Resources.
- D. Cash donations shall not be used to augment an employee's remuneration beyond the remunerations associated with the salary schedule of the employee's position.

8.3.9 Donor and Business Partner Recognition

- A. Donor and business partner recognitions may be placed on equipment, furniture, and other donated gifts that are not considered capital or fixed assets. Non-permanent recognitions may be placed on buildings or structures with written approval from the Board of Directors.
- B. Directors may authorize banners, flyers, posters, signs, or other notices recognizing a donor or school business partner. Such materials shall feature the school-business partnership and not promote or endorse the business name.

8.3.10 Equipment, Supplies or Goods

- A. Vanguard may accept donated equipment, supplies, or goods for use in the schools or school programs. These items shall be valued at the fair market value at the time of the contribution. Advertising or other services offered in exchange for the donation or gift may alter the valuation amount.

8.3.11 Approval and Acceptance

- A. Donations, gifts, and sponsorships valued at more than \$250 must be documented on the Vanguard Academy Contribution form. This form must be completed prior to the acceptance of money or goods, and must be retained in accounting records. A copy of the completed form will be sent to the Business Administrator, and a receipt for charitable contribution purposes will be issued to the donor.
- B. Approval levels are as follows:
 - i. Money, goods, supplies, or in-kind donations, gifts, or sponsorships valued at \$250-\$10,000 must be documented on the Vanguard Academy Contribution form and approved by the Director or applicable department or division supervisor prior to acceptance.

- ii. Money, goods, supplies or in-kind donations, gifts, or sponsorships valued at \$10,000-\$50,000 must be documented on the Vanguard Academy Contribution form and approved by the Business Administrator and Director prior to acceptance.
- iii. Money, goods, supplies or in-kind donations, gifts, or sponsorships valued at more than \$50,000 must be documented on the Vanguard Academy Contribution form and be approved by the Board of Directors prior to acceptance.

8.3.12 Capital Donations or Gifts/Large Donations or Gift Projects

- A. All donations or gifts for constructions, maintenance, facilities renovation or improvement, and other capital equipment purchases must be approved in writing by the Business Administrator, the Director, and the Board of Directors. Prior to the initiation of a large capital drive or specific fundraising drive, the following will be provided to the Business Administrator for evaluation and recommendation to the Director.
 - i. Prospective construction, maintenance or renovation plans and estimated costs
 - ii. Proposed naming opportunities
 - iii. Proposed donation or gift timeline
 - iv. Loans or financing agreements
 - v. Maintenance or upkeep requirements and costs
 - vi. Assurances of compliance with Title IX
- B. The Director will make a recommendation to the Board of Directors. The Board reserves the right to tentatively approved plans, pending donations, gifts, equity, or other conditions.
- C. All physical facilities are owned and operated by Vanguard Academy. No part of any school facility or capital equipment may be named for a donor without the express written consent of the Board of Directors.
- D. Vanguard Academy shall only grant naming opportunities that are consistent with the mission and educational objectives of the school. Decisions regarding naming opportunities are within the sole discretion of the Board of Directors.

8.3.13 Advertising

- A. To avoid disruption of students' instructional activities, schools shall not be used for distribution of partisan, religious, or commercial advertisements, flyers, bulletins, newspaper, etc.; nor shall such items be placed on vehicles parked on school grounds.
- B. The director may permit the school distribution of flyers, bulletins, newspapers, etc. with information regarding nonprofit community youth programs such as Boy Scouts of America, Girl Scouts of America, county and municipal programs, and little league-type recreation programs. The director may also approve the distribution of school-related flyers, bulletin or newspapers, etc.
- C. Students and employees of Vanguard Academy, including teachers and administrators, shall not act as agents for commercial agents during school hours or contract time.
- D. School employees' participation in a private, but education-related, activity must be separate and distinguishable from the employees' public employment. They may

purchase advertising space to promote private or non-school-sponsored events in the same manner as the general public. Their employment and experience may be used to demonstrate qualifications. The advertisement must clearly state that the activity is not school-sponsored. See Utah Admin. Code R277-107 for specific direction.

Policy Title: 15.10 Procurement

Policy Reference: PL.143

Attaches To: (see page 1 and 2, Objects(s): Job Descriptions, Etc, Applied To)

15.10.1 Description:

Vanguard Academy will follow applicable state and federal laws in connection with the procurement of supplies, equipment, and services, including but not limited to the provisions of the Utah Procurement Code at Utah Code 63G-6a-101.

15.10.2 Purpose:

To make sure that all purchases are authorized by Vanguard Academy and in compliance with applicable law(s).

15.10.3 Scope: All purchases

15.10.4 Legal Reference:

15.10.4-1 State Law Requirements

This policy is established pursuant to Utah Code 63G-6a-101 et. seq. and Utah Administrative Rules, Title R33, and requires all Vanguard Academy employees to comply with the same. The Vanguard Academy Board of Directors has authority to establish procurement policies that are more restrictive than State laws or rules. Certain components of the law particularly relevant to Vanguard Academy employees are included below:

1. Contracts must follow the guidelines outlined in the State Procurement Code, specifically regarding the length of multi-year contracts (Utah Code 63G-6a-1204(7)).

2. Construction and improvements must comply with the provisions of the State Procurement Code (Utah Code 63G-6a-1302 the Utah State Board of Administrative Rules, and Title IX). XIII. 5-1 Vanguard Academy Fiscal Policy Manual – 2019 Section 5 – Procurement

3. Exclusive contracts must comply with the guidelines outlined in the State Procurement Code (Utah Code 63G-6a-101 et. seq.), Vanguard Academy's procurement policy, and the Utah Public Officers' and Employees' Ethics Act (Utah Code 67-16-1 et. seq.).

15.10.4-2 Federal Law Requirements (Procurement and Allowability)

1. This policy is established pursuant to Federal Code (200.318)
Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

a. Be necessary and reasonable in price for the performance of the award and be allocable thereto under these principles.

- b. Conform to any limitations or exclusions set forth in these principles or in the award as to types or amount of cost items.
- c. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of Vanguard Academy.
- d. Be accorded consistent treatment. A cost may not be assigned to an award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the award as an indirect cost.
- e. Be determined in accordance with generally accepted accounting principles (GAAP).
- f. Be adequately documented.
- g. Cost must be incurred during the approved budget.
 - i. (200.319)
 - 1. All transactions for acquisition of property or services required under Federal Award must be conducted in a manner providing full and open competition.
 - ii. 200.213 Inventory Management (use of Federal Funds)
 - 1. All equipment used by Vanguard Academy with use of Federal Funds will be used in the program or project for which it was acquired.
 - 2. All equipment and supplies used by Vanguard Academy with a Federal Award will be inventoried and records will be maintained which will include a Description, serial number, source of funding, acquisition date, and cost.
 - 3. A physical inventory will be conducted at least every two years.
 - 4. A control system will be in place to ensure adequate safeguards to prevent loss, damage, or theft.
 - 5. If Vanguard Academy is authorized or required to sell the property proper sales procedures must be established to ensure the highest possible return.
- h. **Disposition**

When original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal XIV. 5-4 awarding agency disposition instructions, Vanguard Academy must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- i. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

15.10.5 General Provisions

1. **Purchasing Agent Designated:** The purchasing agent is hereby appointed and designated as Vanguard Academy's purchasing agent. The Purchasing Agent may from time to time appoint another person to undertake all or some of the duties of the Purchasing Agent set forth herein or appointed to him.

2. **Authority to Enter into and Execute Contract:** All contracts are to be approved by the Director. No department, office, advisory or policy board or other organization of Vanguard Academy, nor any officer or employee thereof, shall be empowered to execute any purchase order or contract except as specifically authorized in this policy or by other applicable law. All contracts in violation of this provision are considered void and may result in the personal obligation and liability of persons at fault for such violations.

3. **Conflict of Interests Prohibited:** No officer, employee, agent, representative or member of any committee of Vanguard Academy shall have a financial interest in any contract, bid, or proposal; receive any compensation or gift from any bidder or proposer; or have any other conflict of interest (See Utah Code 67- 16 and 17-16a).

4. **Competitive Procurement:** Unless exempted by this policy, all purchases and contracts shall be awarded on a competitive basis, as required by this Policy and applicable State and Federal law.

5. **Participation in State Procurement Unit Agreement and Contracts:** Pursuant to Utah Code 63G-6a-2105, Vanguard Academy may make purchases from or participate in state public procurement unit agreements and contracts, pursuant to the terms of said agreements and contracts without soliciting additional procurement options.

6. **Unethical Purchasing Practices:** Failure of any agent, officer or employee to comply with ethical purchasing requirements may result in suspension, termination, being personally liable for the purchase and/or criminal prosecution. All agents, officers and

employees engaged in the procurement process for Vanguard Academy will maintain high ethical behavior in agreement with Utah Code 67-16, Utah Public Officers' and Employees' Ethics Act and avoid the following practices:

- a. Dividing a procurement to avoid following policy (see Utah Code 63G-6a-2404.3)
- b. Kickbacks and Gratuities (see Utah Code 63G-6a-2404, 67-16-5 through 67-16-6)
- c. Failure to Disclose conflicts (see Utah Code 63G-6a-1205 & 67-16-9)
- d. Cost-plus-a-percentage-of-cost contracts (see Utah Code 63G-6a-1205)

7. Vanguard Academy purchases are not subject to sales tax. For vendors requiring documentation of tax exempt status, a TC-712G Exemption Certificate for Vanguard Academy may be obtained from the Purchasing Agent.

8. When a procurement involves the expenditure of State or Federal funds, Vanguard Academy shall comply with the applicable State and Federal laws and regulations.

15.10.5-1 Authorization Requirements for Purchases

1. Purchases up to \$1,000: All purchases less than \$1,000 may be approved by Vanguard Academy's designated purchasing agent, as long as the purchases have been budgeted for within the requesting department budget and are in line with the budgeted purposes and responsibilities of that department. Vanguard may make purchases from any vendor without obtaining competitive bids.

2. Purchases over \$1,000: All purchases of goods and services more than \$1,000 may be approved by the Director/Assistant Director. Documentation of the solicitation of at least 2 quotes (preferably 3) or reference to the exemption of those requirements must be attached.

3. Purchases over \$5,000: All purchases of goods and services over \$5,000 need Finance committee approval. Documentation of the solicitation of at least two quotes (preferably 3) or reference to the exemption of those requirements must be attached. For small purchases defined in Utah Administrative Code R33-3-3, which will typically include purchases over \$1,000 up to \$50,000 of items other than professional services. Procedures set forth in the rule to purchase from the responsible vendor offering the lowest quote meeting the specifications.

4. Purchases over \$50,000: All purchases of goods and services over \$50,000 must be put out for competitive bid. Unless an exception applies, for purchases of items other than professional services over \$50,000, an appropriate procurement process, such as Request for Bids or a Request for Proposals will be conducted.

5. Avoidance of approval: Purchases will not be artificially divided or other steps taken to avoid the approval process required by this policy.

- a. It may be determined after an order is placed or received that a large enough quantity was not ordered, or the correct sizes were not obtained, and additional items must be ordered. If this occurs, the employee initiating the purchase must include a written explanation of the purpose of the purchase and justification as to why it is not considered splitting a purchase. This should be retained with the vendor invoice
- b. Penalties for dividing purchases range from a class B misdemeanor to a second degree felony, depending on the total value of the divided procurement.

6. Competitive Bids - When Required

- a. All procurements of goods which are reasonably anticipated to exceed \$50,000 shall be obtained by competitive sealed bidding. The Board of Directors may also require competitive bidding for the procurement of goods and services for any amount.
- b. In the event that bids exceed available funds and the lowest responsive and responsible bid does not exceed funds available by more than five percent, the Board may, where time or economic considerations preclude re-solicitation of work of a reduced scope, negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.
- c. Content of Invitation for Bids. An invitation for bids shall:
 - i. State that the Vanguard Academy is seeking bids for a procurement;
 - ii. Contain information on how to contact the person with the most knowledge about the procurement;
 - iii. State the period of time during which bids will be accepted;
 - iv. Describe the manner in which a bid shall be submitted;
 - v. State the address at which a bid may be submitted, and the person to whom the bid should be submitted;
 - vi. Describe the goods or services sought to be procured;

- vii. List or refer to the objective criteria that will be used to evaluate the bids.
 - viii. To the extent possible, include or reference significant contractual terms and conditions.
 - ix. State the date, time and place for the public opening of all bids.
 - x. An invitation to bid may require attendance at a pre-bid meeting for the purpose of obtaining additional information relevant to the bid. The invitation shall list the time, date and place of any pre-bid meeting that will take place.
 - xi. An invitation to bid may require that a bidder obtain additional specifications and objective criteria too lengthy to publish in the invitation for bids. The invitation to bid shall indicate where such information may be obtained.
- d. All invitations for bids shall be published on the state procurement website at least 15 days prior to the deadline for submission of a bid.
- e. Vanguard Academy shall reject bids from further evaluation that are: incomplete, illegible, conditional, modify bid requirements, contain additional terms or conditions, divide bid into parts, failed to attend required pre-bid meetings, fail to confirm requirements or specifications, the bidder has a pending dispute with the Vanguard Academy on a previous project or where the Vanguard Academy reasonably concludes that the bidder is unable to satisfactorily fulfill the bid requirements or has engaged in unlawful or unethical conduct in attempting to secure the bid. Any bidder whose bid has been rejected may obtain from the Vanguard Academy a written finding stating the specific reason the bid was rejected.
- fg. Vanguard Academy shall award the bid/contract to the lowest qualified bidder or the bidder who best satisfies the objective criteria described in the invitation for bids which may include: Experience, performance ratings, inspection of workmanship, suitability, quality, likely compatibility with existing assets or practices, availability, warrantee, references, licensure, proximity or other criteria reasonably specified in the invitation to bid.
- gh. Tied bids may be resolved using any reasonable criteria and at the sole discretion of Vanguard Academy.
- hi. Vanguard Academy may cancel the bid process or reject all bids in whole or in part if it determines that; no bids met bid requirements, there are insufficient

funds, the item is no longer needed or the specifications or timing does not meet Vanguard Academy's current needs or long term plans. In the event of a bid cancellation~~resolution~~ Vanguard Academy shall publicly state the reason for the cancellation and make that information available for public inspection.

ii. Exemptions from competitive bid requirements may include the following: Sole source providers, service contracts with professionals or specialists, emergency purchases. The Purchasing Agent shall sufficiently document the reason for not competitively bidding the procurement and have it approved by the Finance Committee.

iii. Protests to the bidding process shall be submitted to the Vanguard Academy in writing within 5 days. The Purchasing Agent will respond to the protest within 5 days of receiving the complaint. The Purchasing Agent's decision may be appealed to the Finance Committee in writing within 5 days. The Finance Committee may address the appeal at its next regularly scheduled meeting or hold a special meeting to evaluate the merits of the protest appeal.

Procurement Code requirements connected with any contract term longer than five (5) years, including any automatic renewals or extensions will be followed. Any construction or real property improvements undertaken by Vanguard will be done in compliance with the requirements of the Procurement Code. All purchases made with restricted program funds should be identified and tracked as such.

Any alleged violations of this policy or applicable law should be reported in writing to the Vanguard Academy director and board of directors.

Vanguard Academy

Conflict of Interest Disclosure Form

Fiscal Year _____

This form must be completed annually by all parties as identified in Vanguard's Conflict of Interest Policy.

_____ I have no conflict of interest to report

_____ I have the following conflicts of interest to report (please specify):

The undersigned, by the affixed signature, acknowledges understanding of the implications of this policy.

Signature

Printed Name

Date