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**THIS PETITION REQUIRES YOU
TO RESPOND. PLEASE SEE
NOTICE TO RESPONDING PARTY.**

Attorneys for Petitioners/Plaintiffs

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

VANGUARD ACADEMY, a Utah Charter
School; KENT JOHNSON, an individual;
JOSHUA PETERSON, an individual;
GRACE MITCHELL, an individual;
KIMLY MANGUM, an individual;
SCOTT KINGSTON, an individual; ERIC
FREEMAN, an individual; DARREN
JENKINS, an individual; DANIEL
JESSOP, an individual; BENJAMIN
ROBINSON, an individual,

Petitioners/Plaintiffs,

v.

UTAH STATE CHARTER SCHOOL
BOARD,

Respondent/Defendant.

**COMPLAINT AND PETITION FOR
JUDICIAL REVIEW**

(Tier 2)

Civil No. _____

Judge _____

Plaintiff/petitioner Vanguard Academy (“Vanguard Academy”) and Kent Johnson, Joshua Peterson, Grace Mitchell, Kimly Mangum, Scott Kingston, Eric Freeman, Darren Jenkins, Daniel Jessop and Benjamin Robinson (collectively, the “Vanguard Board Members”) (collectively with Vanguard Academy, “Vanguard”), by and through their counsel, hereby complain against the Utah

State Charter School Board (the “SCSB”) and petition for judicial review of the SCSB’s decision to place Vanguard Academy on probation and remove and replace each of the Vanguard Board Members on September 8, 2022. In support of its Complaint and Petition, Vanguard alleges as follows:

NATURE OF THE CASE

1. Over seven years ago, Vanguard Academy was founded by a group of dedicated parents who wanted to provide a school where underprivileged and underserved students could feel safe and obtain an outstanding education. Since then, Vanguard Academy has operated as a public charter school serving a unique and vital purpose. Specifically, the vast majority of students who attend Vanguard Academy are members of the Latter Day Church of Christ. And, for decades, members of the Latter Day Church of Christ have felt ostracized, threatened, and discriminated against because of their religious beliefs. Consequently, the vast majority of the students at Vanguard Academy have felt uncomfortable in traditional public schools. But at Vanguard, they have felt safe and, as a result, excelled.

2. Despite that, on August 22, 2022, the SCSB voted to place Vanguard Academy on probation and remove and replace each of the Vanguard Board Members. In taking this action, the SCSB did not cite a specific violation of any laws, rules, or regulations by Vanguard Academy or its Board Members. Instead, the SCSB removed the Vanguard Board Members because some of them are members of the Davis County Cooperative Society (the “DCCS”) and/or the Latter Day Church of Christ. The SCSB claimed that membership in the DCCS was by nature a conflict of interest and that it could not guarantee that members of the DCCS did not have a financial interest in other DCCS members.

3. To be clear, the SCSB did not identify a single, actual violation of the Utah Procurement Code (“Procurement Code). Likewise, it did not and could not identify a single situation where a Vanguard Board Member had an undisclosed conflict and participated in the evaluation of bids, or where Vanguard awarded a bid in violation of the law. Still, the SCSB concluded without any evidence (let alone substantial evidence) that Vanguard had failed to prove the negative (that there was no conflict) and, accordingly, voted to remove all of the Vanguard Board Members.

4. In addition to being erroneous, arbitrary, and capricious, the SCSB’s decision was discriminatory and violated Constitutional rights. The decision will also cause concerned parents to withdraw their kids from the school, forcing Vanguard to close its doors and depriving underserved children of a high school education. Thus, the Court should enjoin and reverse the SCSB’s ill-conceived and indefensible decision.

PARTIES

5. Vanguard is a charter school properly formed and operating pursuant to Utah Code §§ 53A-1a-501 to -520. Vanguard’s mailing and physical address is 2650 Decker Lake Lane, West Valley City, Utah 84119.

6. Kent Johnson is an individual residing in Salt Lake County, Utah. Mr. Johnson is a member of Vanguard’s Board.

7. Joshua Peterson is an individual residing in Salt Lake County, Utah. Mr. Peterson is a member of Vanguard’s Board.

8. Grace Mitchell is an individual residing in Salt Lake County, Utah. Ms. Mitchell is a member of Vanguard’s Board.

9. Kimly Mangum is an individual residing in Salt Lake County, Utah. Mr. Mangum is a member of Vanguard's Board.

10. Scott Kingston is an individual residing in Salt Lake County, Utah. Mr. Kingston is a member of Vanguard's Board.

11. Eric Freeman is an individual residing in Salt Lake County, Utah. Mr. Freeman is a member of Vanguard's Board.

12. Darren Jenkins is an individual residing in Salt Lake County, Utah. Mr. Jenkins is a member of Vanguard's Board.

13. Daniel Jessop is an individual residing in Salt Lake County, Utah. Mr. Jessop is a member of Vanguard's Board.

14. Benjamin Robinson is an individual residing in Salt Lake County, Utah. Mr. Robinson is a member of Vanguard's Board.

15. The SCSB is a board created by Utah Code § 53G-5-201. The SCSB's mailing address is PO Box 144200, Salt Lake City, Utah 84114. As set forth in Utah Code 53G-5-202(1)(b), the SCSB may be sued.

JURISDICTION AND VENUE

16. This court has jurisdiction to review a final agency decision pursuant to Utah Code §§ 63G-4-401, 402(1)(a) and 78A-5-102(7).

17. Venue is proper in this Court pursuant to Utah Code Ann. §§ 63G-4-402(1)(b) and 78B-3-307(1)(a).

FACTUAL BACKGROUND

Vanguard Academy

18. Vanguard Academy was founded in 2014 by a group of dedicated and concerned parents who applied for the creation of a new charter school. As required by Utah law, Vanguard Academy is a nonsectarian public school that operates in West Valley City, Utah.

19. A portion of Vanguard Academy's Mission Statement reads: "Vanguard Academy's mission is to empower [its] students to excel in college with exceptional math, science and leadership skills, inspired by music and a passion for learning."

20. While Vanguard Academy is nonsectarian, outside of school, a vast majority of its students are from families that belong to the Latter Day Church of Christ. Children from these families often feel uncomfortable and ostracized in traditional public schools. So, without Vanguard, many of these children would feel unsafe and would be unable to receive a proper public education.

21. Since its foundation, many of Vanguard's Board Members have also been members of the Latter Day Church of Christ. Vanguard's board is currently comprised of nine members, seven of whom (Kent Johnson, Joshua Peterson, Grace Mitchell, Kimly Mangum, Scott Kingston, Eric Freeman, and Darren Jenkins) are members of the Latter Day Church of Christ. The remaining two (Daniel Jessop and Ben Robinson) are not members of the Latter Day Church of Christ.

The Davis County Cooperative Society

22. On January 1, 1935, members of the Latter Day Church of Christ founded the DCCS, which was incorporated as a Utah non-profit organization in 1941. The DCCS was originally founded during the Depression to assist individuals during those difficult times. Since

then, it has assisted members of the DCCS and the Latter Day Church of Christ to secure jobs, housing, and education. The DCCS currently has thousands of members, the majority of whom (but not all) are also members of the Latter Day Church of Christ. The seven Vanguard Board Members who are members of the Latter Day Church of Christ are also members of the DCCS. The other two Vanguard Board Members are not.

23. The members of the DCCS have their own separate accounts, in which they can deposit and withdraw their own money. Money deposited into a DCCS account earns interest at a preset interest rate, determined based on market rates. Each month, each member of the DCCS receives a statement showing the member's balance of funds, as well as the interest earned on those funds.

24. At times, the DCCS also loans money to individuals to pay for education or purchase a home. Those loans are evidenced by a promissory note and, when used to obtain real property, a deed of trust, which require the borrowers to repay the loans with interest.

25. DCCS members, by virtue of their membership in the DCCS, do not have a financial interest in other members or their companies. To the contrary, the money and assets of DCCS members are separate and independent. Members control the money in their accounts. They choose whether and when to deposit funds into their accounts and whether and when to withdraw funds from their accounts.

Vanguard Achieves Academic Success for Its Underserved Student Body

26. Since opening, Vanguard's primary goal has always been and remains to effectively educate its students in a safe and welcoming environment. It has simply wanted to create a safe

place for all of its students, including those that have traditionally felt underserved and ostracized, to achieve success.

27. Several metrics show that Vanguard Academy has been successfully educating its students, including but not limited to:

- a. Vanguard's Class of 2022 had a 100% graduation rate;
- b. Of those graduating seniors, over 85% earned 12 or more college credits while at Vanguard and 30% graduated with an associate degree;
- c. Over 82% of 2022 graduates are now first generation college students;
- d. Almost half of the graduating class was female; and
- e. In 2021, Vanguard received an Exemplary score (the highest possible) in the category of Postsecondary Readiness.

28. In other words, at Vanguard, traditionally underserved students in Utah are excelling and receiving an education that is preparing them for college and life beyond high school.

Media Concerns Cause the SCSB to Investigate Vanguard

29. On or about December 11, 2020, KUTV Channel 2 news published an article raising concerns about the small number of minority students attending Vanguard and claimed that Vanguard's Board consisted "almost entirely of members with links to polygamy." *See* <https://kutv.com/news/beyond-the-books/charter-school-with-polygamist-ties-lacks-diversity>.¹

¹ The type of salacious and one-sided reporting by KUTV Channel 2 News and other media outlets is typical of the type of discrimination that members of the Latter Day Church of Christ have incurred and further demonstrates why many of Vanguard's students have felt uncomfortable in other public schools.

30. Shortly thereafter, in January 2021, and despite Vanguard's measurable success in educating its students, the SCSB began investigating Vanguard. During its January 2021 Board Meeting, the SCSB announced that it was investigating Vanguard, and one of the SCSB's staff members stated that the investigation was prompted, at least in part, by the KUTV News report.

31. While that investigation revealed no concerns with Vanguard's admission process, the SCSB sent a warning letter (the "Warning Letter") regarding what the SCSB perceived to be deficiencies with the school's governance and procurement practices. (See 06/25/21 Warning Letter, Ex. 1.) The Warning Letter contained 12 alleged deficiencies:

Deficiency #1 - The owners of seven out of the twenty vendors tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Standard Restaurant Equipment, TechRight, AAA Security, ZMPC9, and Premier Catering & Food Services) appear to have had prior personal relationships with Vanguard Academy because these business owners all share the same last name. Therefore, SCSB staff asserts that a reasonable person would perceive that there was some form of favoritism or bias that influenced Vanguard Academy's objectivity in the selection of these vendors. In addition, four of these seven vendors (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Standard Restaurant Equipment, and ZMPC9) and a Board Member share the same registered agent and address. It appears very unlikely that all these vendors could be associated with the same registered agent and address without some sort of prior relationship.

Deficiency #2 - The food vendor (Premier Catering & Food Services) contract is for lunch meals, but Vanguard Academy is also paying for breakfast meals. In addition, Vanguard Academy is paying the food vendor for employee meals.

Deficiency #3 - Four requested vendor contracts (O'Brien Property Maintenance LLC, U.S.S.A., AAA Security, and ZMPC9) were not provided.

Deficiency #4 - Vanguard Academy did not obtain the required number of competitive bids or quotes for two of the transactions tested (AAA Security and Amazon.com).

Deficiency #5 - The gym facility Vanguard Academy uses (ZMPC9) states on their website that, "you must be a member of the LDCC in order to use the gym facility." SCSB staff does not know what LDCC stands for; however, this was concerning to SCSB staff because it appears to exclude students that are not members of LDCC.

Deficiency #6 - One vendor (ZMPC9) bills their invoices as donations and these payments are not reported as donations in Vanguard Academy's audited financial statements.

Deficiency #7 - The facility lease agreement (Ensign Learning Center, Inc.) was signed by Vanguard Academy's Director instead of the Board Chair.

Deficiency #8 - Two facility lease amendments with Vanguard Academy's landlord (Ensign Learning Center, Inc.) were not submitted to the SCSB for review and advice as per Utah Code 53G-5-404(9).

Deficiency #9 - For one of the twenty transactions tested (TechRight, one of the evaluators appears to have a personal relationship (extended family) with the owner of the business. Although this evaluator and the owner of the business are not considered to be family as defined by 63G-6a-2402(3) which states that, "a family member means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.", it appears that this evaluator's independence and/or objectivity may have been influenced due to the perceived prior relationship.

Deficiency #10 - Vanguard Academy paid a signing bonus to a new employee (Rachelle White) but could not provide any documentation showing who approved the bonus or that it was approved by their Board.

Deficiency #11 - Vanguard Academy's Procurement Policy states that purchases of goods and services over \$5,000 need Finance committee approval. However, six of the twenty transactions tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Southwest Education, AVID Center, Premier Catering & Food Services, and Amazon.com) were over \$5,000 and there was no documentation showing their Finance Committee approval.

Deficiency #12 - In addition to the findings noted above from the Procurement Audit, Vanguard Academy did not respond to the Program Accounting Risk Assessment Survey that was sent to all LEAs on February 10, 2021. A follow-up email was sent on March 9, 2021. The purpose of the survey was to assess the risk of non-compliance with Program Accounting. Since Vanguard Academy did not respond to the survey, SCSB staff was not able to assess the risk of non-compliance with Program Accounting. This is an additional issue that must be corrected.

32. While identifying alleged deficiencies, the Warning Letter did not identify specific steps Vanguard Academy was required to take to resolve the alleged deficiencies. Instead, it stated:

In order to be removed from Warning status, Vanguard Academy must:

1. Meet with SCSB staff to assess the root cause of each deficiency.
2. Create and submit a plan and timeline to remedy each deficiency, including at least one midpoint review to show progress made on the deficiencies.
3. With SCSB staff, identify training or mentoring needs. All relevant individuals must participate in the training or mentoring.

4. Resolve all deficiencies listed above and provide clear and objective evidence of the resolution. Resolution of the deficiencies will be assessed by SCSB staff according to statute, administrative rule, and the charter agreement.

5. Resolve any additional concerns or deficiencies found through the root cause assessment.

Vanguard Works Diligently to Resolve the Alleged Deficiencies

33. After receiving the Warning Letter, Vanguard: (a) met with SCSB staff on July 28, 2021 to assess the root cause of each deficiency; (b) received a root cause assessment on August 2, 2021; (c) emailed SCSB staff examples of Vanguard's procurement purchases showing the new processes Vanguard had implemented on September 9, 2021; (d) obtained training on DocuSign on September 30, 2021; and (e) completed initial Child Nutrition Program ("CNP") training in July 2021.

34. Additionally, Vanguard promptly and repeatedly sought guidance from the SCSB and its staff regarding any specific steps Vanguard needed to take to resolve the deficiencies. Those requests went unanswered. Instead, Vanguard was told to follow and comply with Utah Code § 53G-5-409 and other relevant regulations.

35. Despite the lack of any specific guidance or instruction, by December 2021, Vanguard believed it had resolved, or was very near resolving, each of the deficiencies. Accordingly, on December 14, 2021, Vanguard sent a letter to the SCSB staff, providing a Compliance Corrective Action Plan, identifying actions taken, and providing a list of and schedule for the remaining actions to be taken to resolve the deficiencies (the "Compliance Corrective Action Plan"). (*See* 12/14/21 Ltr. from G. Mitchell, Ex. 2.) Importantly, in the Compliance Correction Plan, Vanguard stated that it believed the actions identified therein could be completed by January 31, 2022 and would resolve each deficiency. It also requested instructions on any

additional steps that might be required to resolve the deficiencies. The SCSB staff did not identify additional action items.

36. Accordingly, Vanguard followed the Compliance Corrective Action Plan, believing that upon its completion, the deficiencies would be resolved. Vanguard made extensive efforts to resolve the remaining the deficiencies, including implementing new policies and procedures and making significant changes to its board and administration. Among other significant changes, Vanguard added Board Members who were not members of the DCCS and who would provide oversight in the procurement process.

37. In February 2022, Vanguard spoke on the phone with an SCSB member who said that the school needed to remove its then executive director and that it needed to do this right away. Accordingly, Vanguard conducted an emergency board meeting and removed its executive director.

The SCSB Praises Vanguard's Efforts

38. During the March 2022 SCSB meeting, Vanguard was asked to present on its efforts to resolve the remaining deficiencies. During that meeting, Vanguard explained that it had adopted a robust new procurements process and provided a detailed presentation on that process.

As outlined during that meeting, Vanguard Academy's new procurement process is as follows:

1. A request is received to purchase product/services;
2. After publication, bids from potential vendors are received;
3. At each level of review conflict of interest statements are signed and members recuse as appropriate;
4. Bids are evaluated based on established criteria, including cost and technical requirements;
5. Individuals involved in the evaluation recommend the most cost-effective vendor that satisfies the technical specifications and other qualifications;

6. The procurement package is sent to the Director/Assistant Director;
7. A Finance Committee (consisting of 3 non-conflicted Vanguard Board Members) reviews all procurements that meet or exceed the specified procurement amount.
8. If at any time or at any level of review, a member has a conflict, the procurement will revert to an Oversight Committee, made up of non-conflicted Vanguard Board Members.
9. The Oversight Committee has the final authorization/approval.

As further explained during that meeting, this process was created in consultation with a senior staff auditor with the Utah State Procurement Division to ensure it complies with state laws and best practices. And, since it was adopted, Vanguard has been following and continues to follow that process.

39. In response to Vanguard's presentation, the SCSB praised Vanguard and its efforts in working with the SCSB staff to resolve the deficiencies. For example, during that meeting, Financial Compliance Manager Stewart Okobia said that Vanguard had been "very responsive" and "good to work with." Similarly, Executive Director Jennifer Lambert stated that test scores showed that Vanguard's students were being "well taught" and that the SCSB staff did not have any evidence of "fraud or financial misspending." And State Board Vice Chair, Cynthia Phillips, applauded the school for "really significant changes in [its] processes" and stated that the only reason she did not move to remove the school from warning status that day was because she wanted to see that the processes were in place.

40. At no point during the March meeting was Vanguard told that it would not be able to resolve any of the alleged deficiency unless it replaced Vanguard Board Members who were also members of the DCCS.

The SCSB Adds a Thirteenth Alleged Deficiency, Which Is Promptly Resolved

41. In an effort to resolve SCSB staff concerns, in March 2022, Vanguard added two new members to its Board. Then, despite its recognition of Vanguard's efforts during its March 2022 meeting, in April 2022, the SCSB used the addition of those two new board members to create a new deficiency. Specifically, on April 19, 2022, SCSB staff sent a letter to Vanguard, identifying a 13th alleged deficiency (the "First Updated Warning Letter"). The concern in this deficiency was that, by adding two new board members, Vanguard now had more board members than its charter allowed.

42. In response and in order to resolve this deficiency, on April 25, 2022, Vanguard submitted a letter explaining that Vanguard believed that each of the initial deficiencies had been resolved and stating that it had submitted a new charter amendment, increasing the number of its board members. Also, as requested during the March SCSB Meeting, Vanguard Academy provided examples of its use of the new procurement policies.

43. During the May 2022 SCSB meeting, the SCSB approved Vanguard's application to amend its charter, resolving the 13th alleged deficiency. In doing so, however, the SCSB identified some inconsistencies in Vanguard's Bylaws and encouraged Vanguard to amend its Bylaws.

The SCSB Adds the Fourteenth and Fifteenth Alleged Deficiencies

44. In May 2022, the Utah Attorney General's Office received a complaint about possible violations of the Open Public Meetings Act ("OPMA"). In response, the Civil Review Committee for the Utah Attorney General's Office reviewed the public notice website, the meeting agendas, and board meeting minutes and recordings, and spoke with counsel for Vanguard.

45. On May 10, 2022, SCSB staff sent an updated Warning Letter, adding two additional alleged deficiencies—the 14th and 15th alleged deficiencies (the “Second Updated Warning Letter”). These alleged deficiencies involved concerns about Vanguard’s alleged failure to comply with the OPMA. The updated warning letter did not identify any actions that Vanguard needed to take to resolve these new deficiencies.

46. After completing its investigation, the Civil Review Committee concluded that “it need not take further action.”

The Alleged Remaining Deficiencies

47. In all, by May 2022, this left five deficiencies—three from the original list and the two May 2022 additions—that the SCSB claimed Vanguard needed to resolve:

Deficiency No. 1: The owners of seven out of the twenty vendors tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Standard Restaurant Equipment, TechRight, AAA Security, ZMPC9, and Premier Catering & Food Services) appear to have had prior personal relationships with Vanguard Academy because these business owners all share the same last name. Therefore, SCSB staff asserts that a reasonable person would perceive that there was some form of favoritism or bias that influenced Vanguard Academy’s objectivity in the selection of these vendors. In addition, four of these seven vendors (O’Brien Property Maintenance LLC, Ensign Learning Center, Inc., Standard Restaurant Equipment, and ZMPC9) and a Board Member share the same registered agent and address. It appears very unlikely that all these vendors could be associated with the same registered agent without some sort of prior relationship.

Deficiency No. 2: The food vendor (Premier Catering & Food Services) contract is for lunch meals, but Vanguard Academy is also paying for breakfast meals. In addition, Vanguard Academy is paying the food vendor for employee meals.

Deficiency No. 9: For one of the twenty transactions tested (TechRight, one of the evaluators appears to have a personal relationship (extended family) with the owner of the business. Although this evaluator and the owner of the business are not considered to be family as defined by 63G-6a-2402(3) which states that, “a family member means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, sister-in-law, son-in-law, or daughter-in-law.”, it appears that this evaluator’s independence and/or objectivity may have been influenced due to the perceived prior relationship.

Deficiency No. 14: Vanguard Academy is not in compliance with Utah code 52-4 Open and Public Meetings Act.

Around February 24, 2022, Vanguard Academy took a vote to appoint new board members outside of an Open and Public Meeting. This violated Utah code 52-4 which requires that votes be taken openly and not in closed session or by other means not open to the public.

On February 25, 2022, Vanguard violated Utah code 52-4-202 by holding a meeting where the public was not given 24 hours advanced notice. Furthermore, the meeting's agenda was not posted until April 20, 2022, which was approximately one month after the meeting took place. Vanguard Academy also did not make available the complete recording of the meeting when petitioned by the public even through three days had passed since the meeting had taken place. This violates Utah code 52-4-203. Vanguard Academy also closed an electronic meeting which is prohibited by Utah Code 52-4-209(6).

On April 14, 2022, Vanguard Academy both held and voted in a meeting that did not have a quorum present. Vanguard Academy's bylaws require that there be a 2/3 majority of board members to make a quorum. According to the meetings minutes for April 14, 2022, there was no quorum present. It is also noted that people who are not members of the Vanguard Academy also made motions and voted in the meeting. These are also violations of Utah code 52-4 as well as the school's own bylaws.

Deficiency No. 15: Vanguard Academy has bylaws that violate Utah Code 52-4 Open and Public Meetings Act. Bylaws IV.8, VI.5 and VI.6 are not in compliance with Utah code and need to be rewritten to come into alignment with law.

Vanguard Continues to Work to Resolve the Alleged Deficiencies

48. After receiving the SCSB's second updated Warning Letter and attending the SCSB's meeting in May 2022, Vanguard continued to take actions to resolve the remaining deficiencies. Among other things, Vanguard worked with SCSB staff and the Utah Association of Public Charter Schools to create new Bylaws that were similar, if not identical, to Bylaws approved by the SCSB for many other charter schools.

49. Specifically, with respect to conflicts of interest, Vanguard's proposed new Bylaws provided: "[t]he [Vanguard] Board will comply with Utah Code § 53G-5-409 and all other statutory and legal requirements related to Conflicts of Interest."

50. With the submission of the Amended Bylaws, and having operated under the new procurement policies for a number of months, Vanguard believed it had resolved the deficiencies. Accordingly, on July 6, 2022, Vanguard's counsel sent the SCSB a letter (the "Response Letter") detailing the school's efforts to resolve the alleged deficiencies. (*See* 07/06/22 Ltr from D. Mortensen, Ex. 3.)

51. The Response Letter provided details of the significant steps Vanguard had taken to resolve the remaining deficiencies and allay the SCSB's concerns. Also, in response to Vice Chair Phillips's comments at the March 2022 SCSB meeting, the letter included documentation showing that Vanguard's new procurement process was in place and being used.

52. While Vanguard stated in the letter that it believed the remaining deficiencies had been resolved, Vanguard repeatedly asked the SCSB to identify any additional actions required to resolve the deficiencies.

The SCSB Abruptly Places Vanguard on Probation and Replace Its Board

53. On August 22, 2022, the SCSB held a special board meeting. (The 08/22/22 Meeting can be viewed at https://www.youtube.com/watch?v=wbsqv6zs_0g&t=4114s.)

54. Before hearing from Vanguard, the SCSB's staff gave its version of the events and presented what it saw as the remaining, unresolved deficiencies. According to its presentation, the SCSB's staff believed that four deficiencies (Nos. 1, 2, 9 and 14) remained unresolved.

55. The SCSB staff suggested that its real concern was that a majority of Vanguard's Board Members were also members of the DCCS. Worse, SCSB staff demonstrated a religious bias, referencing unrelated litigation involving other members of the Latter Day Church of Christ.

56. Based on the allegedly unresolved deficiencies, the SCSB's staff recommended that: (1) Vanguard be placed on probation for three months, after which the SCSB would review "progress on the probation terms" and determine whether to extend the probation for an additional nine months; and (2) every Board Member be removed and replaced by individuals of the SCSB's choosing. The SCSB also recommended that an interim director and finance officer be appointed and approved by the SCSB to work with Vanguard.

57. When it came time for Vanguard to speak, the school provided a PowerPoint Presentation of the actions taken to resolve the remaining deficiencies. Among other things, the Vanguard directed the Board to the following information:

a. Deficiency No. 1: Although Vanguard disputed the factual and legal basis of this alleged deficiency, the school nevertheless implemented a new procurement process to further protect against potential conflicts. As described above, that process was developed with the help of a senior staff auditor with the Utah State Procurement Division, consists of nine steps, and gives ultimate authority in the selection of vendors to an Oversight Committee consisting of Board Members who are not members of the DCCS. Vanguard also explained that all contracts with the vendors identified in the Warning Letter had been or were being rebid, the prior Board Member with the same registered agent as some of the vendors had resigned, and the school's prior Director had been replaced.

b. Deficiency No. 2: Vanguard invited the SCSB to confirm with the CNP Director that the school is currently operating in full compliance. Regarding the amount due for alleged past violations, Vanguard re-explained that there was an appeal pending before the Utah State District Court and that it would pay whatever amount the Court determines is appropriate.

c. Deficiency No. 9: Even though this deficiency recognized that there was no actual violation of Utah law, Vanguard explained that the individual with the perceived conflict no longer works at Vanguard, and that Vanguard was rebidding the contract in accordance with the procurement process outlined under Deficiency No. 1.

d. Deficiency No. 14: Vanguard explained that the SCSB's examples of alleged violations of the OPMA were based on incorrect information and misunderstandings. Despite that, Vanguard had taken actions to ensure compliance with the OPMA in the future. Additionally, Vanguard explained that it had received guidance from the Civil Review Committee of the Utah Attorney General's Office and had requested training from the Civil Review Committee to ensure future compliance. Importantly, as set forth above, the Civil Review Committee reviewed the alleged violations to the OPMA and determined that no additional action was required.

e. Deficiency No. 15: As set forth above, Vanguard worked with the Utah Association of Public Charter Schools and legal counsel to rewrite its bylaws. The amended bylaws are typical of other charter schools and confirm that Vanguard will comply with Utah law regarding public meetings and conflicts of interest.

58. In the discussion following Vanguard's remarks, the SCSB did not mention or discuss the actual deficiencies identified in the Warning Letter. Instead, it expressed concerns regarding the makeup of Vanguard's Board. In particular, although the Warning Letter made no mention of the DCCS, the SCSB made clear that it believed membership in the DCCS automatically meant a Vanguard Board Member was conflicted when considering vendors owned by other members of the DCCS.

59. The SCSB members acknowledged that they did not know how the DCCS worked and had not identified any actual conflict or any misappropriation of funds. Nevertheless, the SCSB concluded that members of the DCCS were automatically conflicted and need to be removed from Vanguard's Board. Put differently, the SCSB essentially concluded that members of the DCCS (and Latter Day Church of Christ) cannot be on the boards of charter schools like Vanguard Academy.

The SCSB's Decision Was Erroneous, Arbitrary, and Capricious

60. The SCSB's decision to place Vanguard Academy on probation and remove and replace the Board Members was erroneous because the SCSB did not follow the applicable rules and regulations for remedying deficiencies under Utah law. *See* Utah Code § 53G-5-501; Utah Admin Code R277-553-6. The decision was also arbitrary, capricious, and unreasonable because it was not based on substantial evidence. Finally, the SCSB's decision demonstrated a religious bias against Vanguard's Board Members that violates the First Amendment rights of freedom of religion and association.

61. As set forth above, the SCSB based its decision on what its staff believed were Vanguard's unresolved deficiencies as of August 22, 2022: Deficiency Nos. 1, 2, 9, and 14.

62. **Deficiency Nos. 1 and 9:** The alleged deficiencies asserted a perceived possible conflict arising from a claim that the owners of 7 of 20 vendors reviewed had the same last name, 4 of the 20 vendors shared a registered agent with a former Vanguard Board Member, and 1 of the 20 vendors had an undefined relationship with a former Vanguard employee.

63. As explained to the SCSB, those alleged deficiencies were both factually and legally incorrect. The owners of 7 of the 20 vendors did not share the same last name and, even if they did, sharing the same last name and a registered agent alone does not create a conflict of interest.² Regardless, Vanguard had agreed to rebid each of those vendor contracts using the new procurement process. Thus, even if Deficiencies 1 and 9 were true deficiencies (they were not), Vanguard had instituted new policies and taken additional steps to cure those deficiencies. Consequently, those alleged deficiencies cannot form the basis for the SCSB's Actions.

64. Even if you ignore the plain language of the deficiencies and assume they relate to “possible favoritism or bias” in vendor selection, the SCSB did not and cannot identify a single instance where a Vanguard Board Member had an actual conflict, failed to disclose the conflict, failed to recuse him or herself, and procured the vendor with an undisclosed financial interest. *See* Utah Code § 53G-5-409(3); Utah Admin. Code R33-24-106.

65. Put differently, the SCSB cannot identify a single instance of an actual conflict of interest. In fact, the SCSB admitted several times that it does not have evidence of any fraud, financial mismanagement, or actual conflicts of interest related to Vanguard's procurement practice.

² Additionally, 1 of the 7 vendors the SCSB staff identified was Vanguard's landlord, not a vendor. And, ironically, the lease with Vanguard's landlord was submitted to the SCSB staff for comment before it was signed by Vanguard.

66. In fact, the March 3, 2022 SCSB Meeting, SCSB Member Michelle Smith cautioned against the SCSB taking action without such evidence: “I hope we as a board are really careful about not taking actions against schools that have not committed a violation, [or where] there’s no evidence of a violation. Just the fact that we may be uncomfortable with an appearance is not actionable.” *See* 03/03/22 SCSB Meeting at 137.

67. Nevertheless, the SCSB went forward with its decision without any evidence of wrongdoing and based solely on unsubstantiated suspicions and the fact that some of the Board Members are members of the DCCS. This is true even though the SCSB stated it did not know (1) how the DCCS works; and (2) whether a Board Member who is a member of the DCCS has a financial interest in other members simply by virtue of their common membership in the DCCS.

68. In addition to being unsupported, Deficiency Nos. 1 and 9 had been cured. Despite the SCSB’s lack of evidence regarding an actual conflict of interest, Vanguard had taken extensive steps to address these alleged deficiencies. Specifically, it:

- a. Instituted a new procurement process, which included a blind review of RFP bid proposals and oversight from a committee of non-DCCS Board Members;
- b. Institute a new procurement process that created an Oversight Committee consisting of non-members of the DCCS to review and approve (or reject) all procurements made by the school;
- c. Replaced its prior Director;
- d. Agreed to rebid all vendors identified by the SCSB as appearing to have potential conflicts; and
- e. Amended its bylaws to conform with those of other charter schools.

69. Based on these actions, during the March 2022 SCSB meeting, the SCSB suggested that Vanguard’s new procurement process was sufficient to resolve Deficiency Nos. 1, 9. Indeed, Vice Chair Cindy Philips explained that she just needed evidence that the new process was in

place. And, in its Response Letter sent on July 6, 2022, Vanguard provided the evidence requested by Member Phillips that the new procurement process was in place and being used.

70. Despite that, following March 2022, the SCSB apparently moved the goalpost. That is, without explicitly saying so, the SCSB determined that it would only be satisfied if Vanguard replaced its Board Members with individuals who were not members of the DCCS or included language in its bylaws automatically disqualifying DCCS Board Members from procurement decisions on vendors who were owned by other members of the DCCS. But that is not required by Utah law.

71. **Deficiency No. 2:** This alleged deficiency claimed that “[t]he food vendor (Premier Catering & Food Services) contract is for lunch meals, but Vanguard Academy is also paying for breakfast meals. In addition, Vanguard Academy is paying the food vendor for employee meals.”

72. With respect to this alleged deficiency, the food program is under the federal CNP, and the SCSB did not have any evidence that Vanguard is not currently operating in compliance with all CNP rules and regulations. To the contrary, Vanguard is currently in compliance with all of its CNP obligations.

73. On this alleged deficiency, the SCSB appears to have based its decision on the fact that Vanguard’s request for proposal from food vendors for the 2022-2023 school year attached a contract with the name of Vanguard’s current food vendor, Premier Catering & Food Service. But Vanguard attached its current contract to the request for proposal to show potential vendors the contract they would be required to sign if they were chosen to provide food for the school. The fact that the name of Vanguard’s current food vendor was inadvertently left in the example contract does not constitute substantial evidence that Vanguard is not in compliance with the law and rules

of the CNP or that there is some sort of conflict of interest regarding its food contract. And, importantly, this was the first time the SCSB brought this issue to Vanguard's attention. Thus, it cannot be a continuing deficiency.

74. Finally, regarding Deficiency No. 14, the SCSB's assessment of Vanguard's compliance with OPMA, was based on incorrect information and misunderstandings. Regardless, the SCSB did not have evidence that Vanguard is *currently* violating the Open Public Meetings Act. In fact, the Civil Review Committee of the Utah Attorney General's Office reviewed the issues related to Vanguard's compliance with the act and determined that no additional action was required. Nevertheless, Vanguard has requested training from the Civil Review Committee to ensure future compliance.

75. Moreover, this issue was raised for the first time in May 2022, and the SCSB never established or specified a timeline by which Vanguard needed to remedy the alleged deficiency. Thus, it cannot form the basis for removing Vanguard's Board Members.

76. Put simply, the SCSB's decision to place Vanguard on probation and remove and replace its Board Members was not based on substantial evidence; it was based on speculation, bias, and prejudice.

FIRST CAUSE OF ACTION
(Judicial Review Under UAPA, Utah Code § 63G-4-402)

77. Vanguard incorporates the foregoing paragraphs as if fully set forth herein.

78. The SCSB is an agency under the Utah Administrative Procedures Act ("UAPA"), Utah Code § 63G-4-103(1)(b).

79. The SCSB's August 22, 2022 decision to place Vanguard Academy on probation and remove and replace the Board Members on August 22, 2022 was a final agency action.

80. The SCSB's meeting on August 22, 2022 was an informal adjudicative proceeding, and Vanguard is entitled to a de novo review of the SCSB's decision in this Court under UAPA, Utah Code § 63G-4-402.

81. Vanguard is appealing the SCSB's decision to the Utah State Board of Education ("USBE"). Nevertheless, this Court can and should relieve Vanguard from the requirement to exhaust its administrative remedies before seeking judicial review because the exhaustion of remedies would result in irreparable harm to Vanguard disproportionate to the public benefit from requiring exhaustion. *See* Utah Code § 63G-4-401.

82. The SCSB is currently set to remove and replace the Board Members on September 8, 2022. The next regularly-scheduled meeting of the USBE is also on September 8, 2022. Thus, the SCSB's removal and replacement of the Board Members will occur before the USBE is able to hear and decide Vanguard's administrative appeal.

83. If required to exhaust its administrative remedies, the SCSB will be able to remove the Board Members and replace them with board members of the SCSB's choosing. This loss of control over the governance of the school constitutes irreparable harm.

84. Likewise, removing and replacing the Board Members will also introduce disruption and instability into the school by causing many, if not all, of the parents to withdraw their children and many teachers and staff to resign. Without these students, teachers and staff the school will be unable to operate and be forced to shut down. This also constitutes irreparable harm.

85. A de novo review of the SCSB's decision will reveal that the conclusion that Vanguard Academy should be placed on probation and that the Board Members should be removed and replaced was clearly erroneous, arbitrary, and capricious.

86. As set forth above, the SCSB based its decision on Deficiency Nos. 1, 2, 9, and 14. The SCSB's decision was clearly erroneous because the SCSB did not adhere to the applicable rules and regulations regarding the resolution of deficiencies.

a. None of the alleged deficiencies arise under Utah Code § 53G-5-404 or constitute violations of Vanguard Academy's Charter. Thus, they are not and cannot be a basis for removing the Vanguard Board Members. *See* Utah Code § 53G-5-501(1), (2).

b. In responding to the deficiencies, the SCSB did not coordinate with the State Superintendent of Public Instruction (the "Superintendent") or appoint an independent auditor as it was legally required to do. Indeed, Vanguard understands that the Superintendent played no role in the events leading up to the SCSB's punitive decision. Thus, the SCSB's decision was contrary to applicable law. *See* Utah Admin Code R277-553-5, -6.

c. The SCSB also violated Utah Code § 53-5-501 by failing to establish and specify a timeline in writing by which Vanguard was required to remedy the allegedly unresolved deficiencies.

d. Deficiency Nos. 1 and 9 were identified in the original Warning Letter and, in December 2021, Vanguard submitted a Compliance Corrective Action Plan that identified the steps Vanguard was taking to resolve the deficiencies and anticipated that those actions could be completed by January 31, 2022. The SCSB did not identify any additional actions that needed to be taken. However, even after Vanguard completed those actions, the SCSB continued to maintain that the deficiencies had not been resolved.

e. Instead, after receiving the proposed actions from Vanguard, the SCSB failed to provide Vanguard with any specific instructions on how to remedy the deficiencies. Moreover, the SCSB continued to work with Vanguard to resolve the deficiencies—and praised the school regarding its efforts—in at least March, April, and May 2022, well after the January 31, 2022 deadline. Thus, Vanguard reasonably believed that any timeline had been amended and that the SCSB had failed to establish a new deadline to resolve the deficiencies.

f. In its current form, Deficiency No. 2 was identified for the first time during the August 22, 2022 board meeting. And the SCSB did not specify a reasonable timeline to resolve the deficiency before making its decision that same day.

g. Deficiency No. 14 was identified by the SCSB for the first time in May 2022, well after Vanguard submitted its Compliance Corrective Action Plan. Here, too, the SCSB failed to establish or specify a timeline by which Vanguard was required to resolve the alleged deficiency.

87. The SCSB’s decision was arbitrary and capricious because it was not based on substantial evidence. Specifically, SCSB lacked substantial evidence that any of these deficiencies remained unresolved.

a. Deficiency Nos. 1 and 9: The SCSB did not identify a single instance in which an actual conflict of interest involving Board Members existed and admitted that it based its decision on the mere *possibility* of a conflict. Nevertheless, despite this lack of evidence, Vanguard’s new procurement process—which the SCSB knew was in place—provides that the Oversight Committee has final authorization and approval of any

procurement by the school. Vanguard's process remedies any possible conflicts of interest and complies with Utah law.

b. Deficiency No. 2: The Charter Board has no evidence that Vanguard is not in full compliance with its CNP obligations. Thus, the SCSB switched course on this deficiency and raised alleged irregularities regarding Vanguard's request for proposal to potential food vendors. But attaching the existing contract with its current food vendor to the request for proposal does not show that Vanguard is not in compliance with the law and rules of the CNP or that there is an actual conflict of interest regarding its food contract. Simply put, Vanguard is currently in compliance with its CNP obligations and there is no evidence to the contrary.

c. Deficiency No. 14: The SCSB's assertion that Vanguard had not complied with the Open Public Meetings Act was based on incorrect information and misunderstandings. In any event, it had no evidence that Vanguard had failed to take appropriate actions or that it was continuing to violate the Open Public Meetings Act. To the contrary, the Civil Review Section of the Utah Attorney General's Office had reviewed these issues and concluded that no additional action was necessary or appropriate.

88. Finally, a de novo review will also show that the SCSB's decision was contrary to law in that it was based on religious bigotry in violation of constitutional rights.

89. Because the SCSB's decision was clearly erroneous, arbitrary, and capricious, Vanguard requests this Court to reverse the SCSB's decision.

90. Vanguard further requests that the Court enjoin and stay implementation of the decision pending completion of this judicial review.

PRAYER FOR RELIEF

WHEREFORE, Petitioner prays for relief as follows:

- a) For a de novo review of the SCSB's August 22, 2022 decision regarding Vanguard;
- b) For an order vacating and setting aside the SCSB's decision to place Vanguard on probation and remove and replace the Vanguard Board Members;
- c) For an order confirming that Vanguard has cured the alleged deficiencies and/or that the alleged deficiencies were not actually deficiencies;
- d) For an order staying and enjoining implementation of the SCSB's August 22, 2022 decision until the completion of this judicial review; and
- e) For such other relief as this Court deems reasonable and just.

DATED: August 30, 2022.

FOLEY & LARDNER LLP

/s/ David L. Mortensen

David L. Mortensen

Attorneys for Petitioners/Plaintiffs

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Su Respuesta debe ser presentada en el tribunal y también con la debida entrega formal a la otra parte **dentro de 21 días** a partir de la fecha en que usted recibió la entrega formal del Citatorio.

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La demanda o petición fue presentada en el tribunal y ésta explica lo que la otra parte pide. Léala cuidadosamente.

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Exhibit 1



State Charter School Board Action Summary

Charter School: **Vanguard Academy**

Action: **To consider possible actions from the procurement audit performed by staff**

Purpose: The SCSB received multiple complaints and media inquiries from the public regarding Vanguard Academy's procurement processes. As a result, the SCSB conducted an audit of their procurement practices. The purpose of the audit was to determine if Vanguard Academy followed procurement laws and Board Rules as interpreted by the SCSB.

Scope: This audit focused only on SY2020 which is from July 2019 to June 2020. For this audit, SCSB staff selected twenty (20) transactions to test. The twenty vendors tested represented about 80% of Vanguard Academy's expenditures excluding salaries and benefits.

Listed below are the findings and SCSB staff recommendations from the procurement audit.

Definitions for Table:

Resolved - Staff initially considered this to be a finding but after discussing it with Vanguard Academy, it was determined that their response was reasonable and adequate to consider it closed.

Not Resolved - Staff discussed this finding with Vanguard Academy and determined that their response was not reasonable or adequate to close it. Staff still considers this finding to be open.

For more detail or background on any of the findings shown below, please refer to the full report.



	Finding Description	Status	Possible Resolution
1	The owners of seven out of the twenty vendors tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Standard Restaurant Equipment, TechRight, AAA Security, ZMPC9, and Premier Catering & Food Services) appear to have had prior personal relationships with Vanguard Academy because these business owners all share the same last name. Therefore, SCSB staff asserts that a reasonable person would perceive that there was some form of favoritism or bias that influenced Vanguard Academy's objectivity in the selection of these vendors. In addition, four of these seven vendors (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Standard Restaurant Equipment, and ZMPC9) and a Board Member share the same registered agent and address. It appears very unlikely that all these vendors could be associated with the same registered agent and address without some sort of prior relationship.	Not Resolved	Vanguard Academy ask these vendors to reveal their owners (which is allowed as per 53G-5-404(12)) and redo the procurement process where other prospective vendors can compete. Vanguard Academy must ensure that the team that evaluates these vendors have no personal relationship, favoritism, or bias. Documentation for the bid evaluation should be kept.
2	The amount spent with Vanguard Academy's food vendor (Premier Catering & Food Services) appeared to be excessive. In SY2020, Vanguard Academy's food program expenditures were about 17% of their total revenue.	Resolved	n/a
3	The food vendor (Premier Catering & Food Services) contract is for lunch meals but Vanguard Academy is also paying for breakfast meals. In addition, Vanguard Academy is paying the food vendor for employee meals.	Not Resolved	Vanguard Academy conduct an RFP for breakfast meals and work with CNP with the process Vanguard Academy stop paying for their employee meals and their employees should reimburse the lunch program for the meals that were paid.



	Finding Description	Status	Possible Resolution
4	Four requested vendor contracts (O'Brien Property Maintenance LLC, U.S.S.A., AAA Security, and ZMPC9) were not provided.	Not Resolved	SCSB staff does not expect Vanguard Academy to enter a contract if the service is for something immaterial; however, if Vanguard Academy is getting continual service from a vendor or if the service amount is material, then Vanguard Academy should enter into a contractual agreement to protect both parties and to ensure that the expectations are outlined and met.
5	Vanguard Academy did not obtain the required number of competitive bids or quotes for two of the transactions tested (AAA Security and Amazon.com).	Not Resolved	Vanguard Academy put procedures in place to ensure that the required number of bids or quotes are always obtained as per Board Rule. Vanguard Academy renegotiate these services and obtain the required number of bids or quotes to ensure that other vendors can compete for Vanguard Academy's business.
6	SCSB staff noted that the gym facility Vanguard Academy uses (ZMPC9) states on their website that, "you must be a member of the LDCC in order to use the gym facility." SCSB staff does not know what LDCC stands for; however, this was concerning to SCSB staff because it appears to exclude students that are not members of LDCC.	Not Resolved	Vanguard Academy enter into a contractual agreement with the facility that outlines that all students, even those that are not members of LDCC, can use the gym facility. If possible, they should ask the vendor to state on their website that if the gym is rented by Vanguard Academy, then they will not require participants to be LDCC members.



	Finding Description	Status	Possible Resolution
7	One vendor (ZMPC9) bills their invoices as donations and these payments are not reported as donations in Vanguard Academy's audited financial statements.	Not Resolved	Vanguard Academy carefully review each invoice to ensure that they are not being invoiced as donations. Vanguard Academy should have the vendor write a letter acknowledging that past payments were actual payments for services received and were not donations.
8	Two facility lease amendments with Vanguard Academy's landlord (Ensign Learning Center, Inc.) were not submitted to the SCSB for review and advice as per Utah Code 53G-5-404(9).	Not Resolved	All future lease agreements or amendments be sent to the SCSB for review and advice prior to entering into the agreement.
9	The facility lease agreement (Ensign Learning Center, Inc.) was signed by Vanguard Academy's Director instead of the Board Chair.	Not Resolved	Vanguard Academy amend their facility lease agreement so that it can be signed by their Board Chair.
10	For one of the twenty transactions tested (TechRight), although three bids were received, however, one of the evaluators appears to have a personal relationship (extended family) with the owner of the business. Although this evaluator and the owner of the business are not considered to be family as defined by 63G-6a-2402(3) which states that, "a family member means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.", it appears that this evaluator's independence and/or objectivity may have been influenced due to the perceived prior relationship.	Not Resolved	Vanguard Academy review their procurement procedures and put proper controls in place to prevent evaluators from having perceived personal relationships, favoritism, or bias with the vendor being evaluated.



	Finding Description	Status	Possible Resolution
11	School paid a signing bonus to a new employee (Rachelle White) but could not provide any documentation showing who approved the bonus or that it was approved by their Board.	Not Resolved	Vanguard Academy develop a policy to address the payment of signing bonuses. This policy should demonstrate who can approve a signing bonus and should stipulate a range of amounts that can be paid. Anything paid outside of that range should require additional approvals by Vanguard Academy's Board.
12	Vanguard Academy has approximately twelve related party teachers and/or counselors but did not appear to have a policy that addressed the hiring of relatives.	Resolved	n/a
13	Vanguard Academy's Procurement Policy states that purchases of goods and services over \$5,000 need Finance committee approval. However, six of the twenty transactions tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Southwest Education, AVID Center, Premier Catering & Food Services, and Amazon.com) were over \$5,000 and there was no documentation showing their Finance Committee approval.	Not Resolved	Vanguard Academy follow their internal Procurement Policy and keep documentation of the approval.

Note: Staff has meticulously reviewed Vanguard Academy's procurement practices and noted these findings. Staff has discussed each of these findings in detail with Vanguard Academy. Although, other findings could have been inferred, staff only focused on the findings that were factual.

Vanguard Procurement Audit Report

Background: Vanguard Academy is a public charter school in West Valley City, UT authorized by the State Charter School Board (SCSB). It has been enrolling students since the 2016 school year (SY) and serves students from grade seven through grade twelve. In SY2020, Vanguard Academy enrolled 468 students with total revenues of about \$4.8M. They ended SY2020 with 140 days of unrestricted cash on hand (at a minimum, charter schools should have 30 days of unrestricted cash on hand). Using the 2018-2019 Utah School Report Card, Vanguard Academy's achievement rate (which is the percentage of students who demonstrate mastery of grade-level standards in each subject) in English, Mathematics, and Science were 39.6%, 31.3%, and 22.6% while the average achievement rate for the State was 49%, 38%, and 35% respectively. Vanguard Academy had a graduation rate of 97% in SY2020.

Purpose: The SCSB received multiple complaints and media inquiries from the public regarding Vanguard Academy's procurement processes. As a result, the SCSB conducted an audit of their procurement practices. The purpose of the audit was to determine if Vanguard Academy followed procurement laws and Board Rules as interpreted by the SCSB.

Scope: This audit focused only on SY2020 which is from July 2019 to June 2020. For this audit, SCSB staff selected twenty (20) transactions to test. The twenty vendors tested represented about 80% of Vanguard Academy's expenditures excluding salaries and benefits.

List of Vendors tested in the audit:

1. Joy Palmer
2. O'Brien Property Maintenance LLC
3. Hannah Owen
4. Ensign Learning Center, Inc.
5. Southwest Education
6. U.S.S.A.
7. AVID Center
8. Rachelle White
9. Standard Restaurant Equipment
10. TechRight
11. Love and Logic Institute
12. Successbook
13. Dell Marketing L.P.
14. AAA Security
15. Advanced Building Care LLC
16. ZMPC9
17. Wepay Purchase
18. Premier Catering & Food Services
19. S. T. Distributing LLC
20. Amazon.com

The audit focused on testing the following criteria:

- was there a documented contract in place between Vanguard Academy and the vendor?;
- would a reasonable person perceive that there was any personal relationship, favoritism, or bias in the procurement process?;
- did Vanguard Academy obtain the required number of bids/quotes required by Board Rule?; and
- were internal control deficiencies noted in the procurement process?

The audit was conducted by SCSB staff based on documents sent by Vanguard Academy. Such documents included contracts, invoices, bid scoring sheets etc. After the audit was completed, SCSB staff met with Vanguard Academy's Business Administrator and a Board Member from their Finance Committee to go over the findings and to give Vanguard Academy an opportunity to prepare a response for the upcoming (June 10, 2021) SCSB Board Meeting.

SCSB staff did not do an in-depth audit of Vanguard Academy's Lunch Program because this evaluation is performed by the Child Nutrition Program (CNP) Department of the Utah State Board of Education (USBE), as required by the United States Department of Agriculture (USDA).

As part of the audit, SCSB staff also reviewed Vanguard Academy's enrollment, lottery, and marketing practices and did not find any violations or practices that were unreasonable or uncommon.

Although, this report focuses on exceptions and findings discovered as part of the audit, it should not devalue all the other exceptional things that Vanguard Academy is doing for its students and community.

Listed below are the findings from the procurement audit.

Findings #1 (Not Resolved) –The owners of seven out of the twenty vendors tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Standard Restaurant Equipment, TechRight, AAA Security, ZMPC9, and Premier Catering & Food Services) appear to have had prior personal relationships with Vanguard Academy because these business owners all share the same last name. Therefore, SCSB staff asserts that a reasonable person would perceive that there was some form of favoritism or bias that influenced Vanguard Academy's objectivity in the selection of these vendors. In addition, four of these seven vendors (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Standard Restaurant Equipment, and ZMPC9) and a Board Member share the same registered agent and address. It appears very unlikely that all these vendors could be associated with the same registered agent and address without some sort of prior relationship.

Criteria - R33-24-106 prohibits personal relationships, favoritism, or bias that would appear from a reasonable person's perspective to influence the independence or objectivity in the procurement process.

Effect - Personal relationship, favoritism, or bias in the evaluation of vendors is prohibited and prevents other vendors from having a fair opportunity to do business with Vanguard Academy. It could reduce the quality of services provided to Vanguard Academy and stifle innovation as these vendors would not feel the need to compete for Vanguard Academy's business.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy ask these vendors to reveal their owners (which is allowed as per 53G-5-404(12)) and redo the procurement process where other prospective vendors can compete. Vanguard Academy must ensure that the team that evaluates these vendors have no personal relationship, favoritism, or bias. Documentation for the bid evaluation should be kept.

Management Response – This finding was explained to Vanguard Academy and they are ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting.

Finding #2 (Resolved) – The amount spent with Vanguard Academy's food vendor (Premier Catering & Food Services) appeared to be excessive. In SY2020, Vanguard Academy's food program expenditures were about 17% of their total revenue.

Criteria - Typically schools spend about 1-5% of their revenues on their lunch program.

Effect – This could be a violation of USDA's program and Vanguard Academy may not be reimbursed for their expenditures. Since these expenditures were significant (17% of total revenues), it could seriously affect Vanguard Academy's long-term financial viability.

SCSB Staff Recommendations – This finding has been resolved; therefore, SCSB staff does not have a recommendation.

Management Response – The excessive spending was due to Vanguard Academy participating in USDA's Summer Food Service Program and expects to be reimbursed for these expenditures.

Finding #3 (Not Resolved) – The food vendor (Premier Catering & Food Services) contract is for lunch meals but Vanguard Academy is also paying for breakfast meals. In addition, Vanguard Academy is paying the food vendor for employee meals.

Criteria – The food vendor should only provide services that are outlined in the contract and meals for employees should not be paid by Vanguard Academy.

Effect – Since the food vendor is providing breakfast, it indicates that Vanguard Academy and the food vendor are operating on an agreement that is not outlined in the contract. Using school funds to pay for employee meals misappropriates restricted funds that were allocated for student lunch meals.

SCSB Staff Recommendations – SCSB staff recommends Vanguard Academy conduct an RFP for breakfast meals and work with CNP with the process. Also, SCSB staff further recommends that Vanguard Academy stop paying for their employee meals and their employees should reimburse the lunch program for the meals that were paid.

Management Response – This finding was explained to Vanguard Academy and they are ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting.

Finding #4 (Not Resolved) – Four requested vendor contracts (O'Brien Property Maintenance LLC, U.S.S.A., AAA Security, and ZMPC9) were not provided.

Criteria – When doing business with a vendor, it is important for both parties to have a signed contractual agreement because it outlines expectations for both parties, protects both parties if those expectations are not met, and specifies the price to be paid.

Effect – It appears that Vanguard Academy does not have a contract with these vendors. Without a contract, SCSB staff was unable to verify the amounts charged on the vendor's invoice to see if it agrees with the amounts that were agreed to.

SCSB Staff Recommendations – SCSB staff does not expect Vanguard Academy to enter a contract if the service is for something immaterial; however, if Vanguard Academy is getting continual service from a vendor or if the service amount is material, then Vanguard Academy should enter into a contractual agreement to protect both parties and to ensure that the expectations are outlined and met.

Management Response – Vanguard Academy acknowledged the need to enter contracts when doing business with vendors.

Finding #5 (Not Resolved) – Vanguard Academy did not obtain the required number of competitive bids or quotes for two of the transactions tested (AAA Security and Amazon.com).

Criteria – R33-5 requires Vanguard Academy to obtain a certain number of bids or quotes when procuring goods and services.

Effect – This is a violation of Board Rule and if Vanguard Academy does not obtain the required number of bids or quotes, then it does not allow other vendors to compete for business and it suggests that Vanguard Academy is not certain that they are getting the best deal available.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy put procedures in place to ensure that the required number of bids or quotes are always obtained as per Board Rule. SCSB staff also recommends that Vanguard Academy renegotiate these services and obtain the required number of bids or quotes to ensure that other vendors can compete for Vanguard Academy's business.

Management Response – School acknowledged this finding and will work to correct their procurement process so that the required number of bids or quotes are always obtained as required.

Finding #6 (Not Resolved) – SCSB staff noted that the gym facility Vanguard Academy uses (ZMPC9) states on their website that, “you must be a member of the LDCC in order to use the gym facility.” SCSB staff does not know what LDCC stands for; however, this was concerning to SCSB staff because it appears to exclude students that are not members of LDCC.

Criteria – Schools must provide services to all students and should not require a certain type of membership to use the gym facility.

Effect – Requiring a LDCC membership to use the gym facility discriminates against students that are not members of LDCC.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy enter into a contractual agreement with the facility that outlines that all students, even those that are not members of LDCC, can use the gym facility. If possible, they should ask the vendor to state on their website that if the gym is rented by Vanguard Academy, then they will not require participants to be LDCC members.

Management Response – Vanguard Academy explained that all students are allowed to use the gym facility regardless if they are not LDCC members. They stated that, “When rented by Vanguard, it is open to all staff, students, and guests of Vanguard.”

Finding #7 (Not Resolved) – One vendor (ZMPC9) bills their invoices as donations and these payments are not reported as donations in Vanguard Academy’s audited financial statements.

Criteria – Vanguard Academy is paying for a service therefore payments should not be billed as a donation.

Effect – A payment is the transfer of money from one party to another. A payment is usually made in exchange for the provision of goods, services or both, or to fulfill a legal obligation while a donation is a gift given for charitable purposes and/or to benefit a cause. If such payments are donations, then they should be reported as such on their audited financial statements.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy carefully review each invoice to ensure that they are not being invoiced as donations. Vanguard Academy should have the vendor write a letter acknowledging that past payments were actual payments for services received and were not donations.

Management Response – Vanguard Academy was not aware that the vendor’s invoice stated “donations” and will contact the vendor to correct their invoices.

Finding #8 (Not Resolved) - Two facility lease amendments with Vanguard Academy's landlord (Ensign Learning Center, Inc.) were not submitted to the SCSB for review and advice as per Utah Code 53G-5-404(9).

Criteria – 53G-5-404(9) states that, “[...] a charter school, [...] shall submit any lease, lease-purchase agreement, or other contract or agreement relating to the charter school's facilities or financing of the charter school's facilities to Vanguard Academy's authorizer and an attorney for review and advice before the charter school enters the lease, agreement, or contract.”

Effect – The facility lease review by the SCSB helps prevent charter schools from getting into unfavorable facility agreements. It provides another set of eyes to help review the agreement to ensure that it is reasonable and in line with the charter school's goals.

SCSB Staff Recommendations – SCSB staff recommends that all future lease agreements or amendments be sent to the SCSB for review and advice prior to entering into the agreement.

Management Response – Vanguard Academy acknowledged this finding and is ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting.

Finding #9 (Not Resolved) – The facility lease agreement (Ensign Learning Center, Inc.) was signed by Vanguard Academy's Director instead of the Board Chair.

Criteria – Typically, facility lease agreements are signed by the Board Chair in order to have proper segregation of duties and to allow the Board to exercise proper due diligence. SCSB staff reviewed the lease agreements of ten other charter schools authorized by the SCSB and noted that they were all signed by their respective Board Chairs.

Effect – Since Vanguard Academy's governing board is in charge of oversight, it should be the one that signs the agreement in order to demonstrate proper due diligence and oversight of their largest expenditure.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy amend their facility lease agreement so that it can be signed by their Board Chair.

Management Response – Vanguard Academy's Director was involved in the procurement of the facility and was aware of the negotiations that took place. Therefore, Vanguard Academy felt that it was ok to have the Director sign the agreement. Vanguard Academy acknowledged this finding and is ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting.

Finding #10 (Not Resolved) - For one of the twenty transactions tested (TechRight), although three bids were received, however, one of the evaluators appears to have a personal relationship (extended family) with the owner of the business. Although this evaluator and the owner of the business are not considered to be family as defined by 63G-6a-2402(3) which states that, “a family member means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law,

sister-in-law, son-in-law, or daughter-in-law.”, it appears that this evaluator’s independence and/or objectivity may have been influenced due to the perceived prior relationship.

Criteria - R33-24-106 prohibits personal relationships, favoritism, or bias that would appear from a reasonable person’s perspective to influence the independence or objectivity in the procurement process.

Effect - Personal relationship, favoritism, or bias in the evaluation of vendors is prohibited and prevents other vendors from having a fair opportunity to do business with Vanguard Academy. It could reduce the quality of services provided and stifle innovation as these vendors would not feel the need to compete for Vanguard Academy’s business.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy review their procurement procedures and put proper controls in place to prevent evaluators from having perceived personal relationships, favoritism, or bias with the vendor being evaluated.

Management Response – Vanguard Academy acknowledged that this was not their intention but they could see how it could be perceived this way. Vanguard Academy is ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting about how they plan to correct this finding.

Finding #11 (Not Resolved) - School paid a signing bonus to a new employee (Rachelle White) but could not provide any documentation showing who approved the bonus or that it was approved by their Board.

Criteria – SCSB staff expects to see documentation showing who approved the signing bonus and some type of rationale for the amount paid.

Effect – Without proper documentation showing who approved the signing bonus or a policy that demonstrates how much the signing bonus should be, there is no way for Vanguard Academy to demonstrate that the bonus was approved and justified.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy develop a policy to address the payment of signing bonuses. This policy should demonstrate who can approve a signing bonus and should stipulate a range of amounts that can be paid. Anything paid outside of that range should require additional approvals by Vanguard Academy’s Board.

Management Response – Vanguard Academy stated that they pay signing bonuses to attract highly qualified employees. They acknowledged this finding and is ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting.

Finding #12 (Resolved) – Vanguard Academy has approximately twelve related party teachers and/or counselors but did not appear to have a policy that addressed the hiring of relatives.

Criteria – Since Vanguard Academy hires a significant number of related party teachers and counselors, they should have a policy in place.

Effect – Hiring many related party teachers and counselors could prevent Vanguard Academy from hiring other qualified staff.

SCSB Staff Recommendations – This finding has been resolved; therefore, SCSB staff does not have a recommendation.

Management Response – Vanguard Academy provided their Employment of Relatives policy to SCSB staff.

Finding #13 (Not Resolved) Vanguard Academy's Procurement Policy states that purchases of goods and services over \$5,000 need Finance committee approval. However, six of the twenty transactions tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Southwest Education, AVID Center, Premier Catering & Food Services, and Amazon.com) were over \$5,000 and there was no documentation showing their Finance Committee approval.

Criteria – Vanguard Academy's Procurement Policy requires their Finance Committee to approve transactions over \$5,000. Documentation for such approvals should be kept.

Effect – It appears that Vanguard Academy is not following their own internal Procurement Policy which demonstrates a lack of internal controls.

SCSB Staff Recommendations – SCSB staff recommends that Vanguard Academy follow their internal Procurement Policy and keep documentation of the approval.

Management Response – This finding was explained to Vanguard Academy and they are ready to provide a response to the SCSB in the upcoming (June 10, 2021) Board Meeting.

Exhibit 2

December 14, 2021

State Charter Board Staff
250 E 500 S
Salt Lake City, Utah 84114

Re: Warning Letter Corrective Action Plan

To Whom It May Concern:

We appreciate the opportunity to help Vanguard progress and improve our processes and procedures. It has been an uncertain journey from the beginning. According to the oversight model the steps taken in audit circumstances should be "Review & Research", "Notice of Concern", "Warning", "Probation", and then "Closure". We feel like that this was not communicated and we weren't knowledgeable in these steps during the duration of the audit. According to the steps taken we believe that we didn't get a "Notice of Concern" where after presenting the audit findings to us that we would be able to properly remedy them without going to the "Warning" action. We were informed when the audit team completed the audit that we would have to provide any additional backup to remedy the deficiencies to the State Charter School Board at the hearing. At the hearing we were prepared with backup to resolve every deficiency but were put on warning status without the opportunity to present this backup. We apologize for the confusion of how to resolve these issues. We are now submitting the resolution of both the audit findings and the root cause assessment and any additional steps that need to be taken to complete the requested procedures.

Warning Corrective Action Letter Sent on 6/25 states we must complete the following items:

- 1- Meet with SCSB staff to assess the root cause of each deficiency.
We met with the SCSB staff on July 28, 2021, where William Evans summarized the root cause in 4 domains.
- 2- Create and submit a plan and timeline to remedy each deficiency, including at least one midpoint review to show progress made on the deficiencies.

We created a timeline and plan to remedy the remaining deficiencies that weren't remedied at the time of the June hearing. However, we neglected to submit the initial plan due to the understanding that we thought each deficiency must be resolved before

submitting results. We did submit a midpoint review to William Evans on 9/9 to update on our progress.

- 3- With SCSB staff, identify training or mentoring needs. All relevant individuals must participate in the training or mentoring.

This has been completed. We identified the training/mentoring needs with the SCSB staff and have completed training and will continue to update our training in the future.

- 4- Resolve all deficiencies listed above and provide clear and objective evidence of the resolution. Resolution of the deficiencies will be assessed by SCSB staff according to stature, administrative rule, and charter agreement.

See the "Vanguard Compliance Corrective Action Plan" packet that is attached identifying all audit deficiencies, the response and resolution, and date it was resolved.

- 5- Resolve any additional concerns or deficiencies found through the root cause assessment.

We have addressed the additional concerns or deficiencies. See the Timeline below:

The following is our Timeline that has been followed up to the present time:

7-28-21 Meeting with SCSB staff

8-2-21 Received our Root Cause Assessment

9-9-21 Emailed William Evans to update the SCSB samples of procurement purchases currently showing the processes are being implemented as well as a Board meeting agenda showing that the finance committee presents to the governing board on all finance and procurement issues.

9-30-21 Have DocuSign training done and in practice when using the procurement purchasing procedure. We have accomplished this goal and are currently using DocuSign for finance committee approval purchases. This has been a tremendous benefit resulting in faster processing and more complete transaction processes.

12-31-21 All audit deficiencies resolved and report submitted to the SCSB staff. We now believe we have resolved all deficiencies from the audit report. We apologize for not updating the SCSB staff on our progress since 9/9. It was our understanding that we would submit everything when it was resolved.

12-31-21 Complete CNP Training. We completed the initial training in July. Our breakfast/lunch administrator has completed all required training and attends all training and town hall meetings provided by CNP.

12-31-21 Train on code changes and commonly overlooked issues/ deadlines. Our CFO and staff have regularly attended the finance trainings and meetings. The CRDC training has been completed. Our director attends all charter director meetings and UAPCS meetings every month. Most recently they have finished the training for directors

supporting the APPL. Multiple trainings have been completed for any updated code changes. Board members have completed training and are on track to finish all training by 12-31-21.

12-31-21 The Board will sign the upcoming lease amendment, and send to SCSB for approval. Based on recommendations from the audit staff we have updated the signers on the lease. The contents on the lease remain the same as the previous lease, only the signers have changed. This action is considered complete. All future lease amendments will be submitted to SCSB for approval.

1-31-22 Add a non-discriminatory statement to contracts or verify its presence. We don't have many contracts in the procurement process. We haven't had any new contracts since the meeting with the SCSB staff. A non-discriminatory statement has been added to the procurement policy and is scheduled to be approved by the board in January's board meeting. (See Exhibit I)

1-31-22 Create a contract management spreadsheet that tracks which contracts are due and when. Our business manager has already begun the implementation process for the contract management spreadsheet. We are fine tuning it and getting the information from the UAPCS to update the process to verify that Vanguard is in full compliance of the OPMA and being transparent with all documents. We have posted monthly budgets and all transparent documents on the public website. We will continue to improve our practices. The final step is presenting the finance committee procurement and contract management spreadsheet summary to the Board for review. This is scheduled to happen in our January 2022 Board meeting.

1-31-22 Implement new Board meeting Template that certifies specific actions have been taken. Training from UAPCS on writing effective board minutes. We have contacted Joy Lincoln with the UAPCS and are in the process of scheduling a training for our Board secretary at Joy's earliest opening. We will update the agenda and minute templates with any recommended information and continue to strive for full transparency through our processes. We are also utilizing information from other charter school meeting minutes and agendas to verify we are including the appropriate recommended information to continue to improve our board meeting processes.

We hope that this update will resolve outstanding audit findings and eliminate the warning status that has been placed on Vanguard. Please let us know if there is anything further you need us to submit or what our next step is to eliminate the warning status.

Sincerely,



Grace Mitchell, CPA
Vanguard Board Treasurer

Exhibit 3

VIA EMAIL

July 6, 2022

Jennifer Lambert
Executive Director
Stewart Okobia
Financial Compliance Manager
David Jones
Attorney
UTAH STATE CHARTER SCHOOL BOARD
250 East 500 South
Salt Lake City, Utah 84114
Email: Jennifer.Lambert@Schools.Utah.Gov
Email: Stewart.Okobia@Schools.Utah.Gov
Email: djones@agutah.gov

Re: Response to the Updated Warning Letter

Dear State Charter School Board Members and Staff,

I write on behalf of Vanguard Academy and in response to the updated warning letter dated May 10, 2022. As set forth below, Vanguard previously resolved the vast majority of the identified deficiencies. It has also taken actions to resolve the remaining deficiencies. Thus, we believe Vanguard has resolved the pending deficiencies and should be taken off of Warning Status.

As you know, the Warning Letter initially identified 12 deficiencies. All but 3 of those initial deficiencies were addressed and resolved. In April, a 13th deficiency was added and, in May, two more (the 14th and 15th deficiencies) were added. Vanguard has investigated each of the remaining deficiencies and, as set forth below, has taken actions to resolve each deficiency. Indeed, Vanguard has implemented new policies and procedures and made board and administrative changes to address the alleged deficiencies. Examples of these processes in action have been included to demonstrate Vanguard's ability to proceed.

Deficiency #1 - The owners of seven out of the twenty vendors tested (O'Brien Property Maintenance LLC, Ensign Learning Center, Standard Restaurant Equipment, TechRight, AAA Security, ZMPC9, and Premier Catering & Food Services) appear to have had prior personal relationships with Vanguard Academy because these business owners all share the same last name. Therefore, SCSB staff asserts that a reasonable person would perceive that there was some form of favoritism or bias that influenced Vanguard Academy's objectivity in the selection of these vendors. In addition, four of these seven vendors (O'Brien Property Maintenance LLC, Ensign Learning Center, Inc., Standard Restaurant Equipment, and ZMPC9) and a Board Member share the same registered agent and address. It appears very unlikely that all these vendors could be associated with the same registered agent and address without some sort of prior relationship.

This deficiency appears based on Utah Administrative Code 33-24-106, which provides in relevant part:

- (1) Employees are prohibited from participating in discussions or decisions relating to the procurement, contracting or administration process if they have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. . . .
- (2) If an employee has a personal relationship, favoritism, or bias toward any individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from discussions or decisions relating to the solicitation, contracting or administration matter in question. . . .

Utah Admin. Code R33-24-106. According to this plain language, public employees are prohibited from participating in procurement decision without disclosing any bias and taking appropriate actions. *Id.* Importantly, Utah law makes clear that “[**it is not a violation** for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process **to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation**, or that is under contract with the State” provided the employee complies with Utah Administrative Code R33-24-105. *See* Utah Admin. Code R33-24-107 (emphasis added). In other words, a professional relationship or social acquaintance does not create a conflict.

Here, Vanguard did not violate Utah Administrative Code R33-24-106. This deficiency appears to be based on the statement that 7 of 20 vendors reviewed shared the same last name and 4 of the 20 vendors shared the same registered agent as a board member. Neither statement demonstrates that there has been any conflict of interest.

Initially, 7 of the 20 vendors do not share the same last name. Below is a chart identifying the names of the owners of the seven vendors:

Vendor	Owners
O'Brien Property Maintenance, LLC	James O'Brien Tansy O'Brien Deborah Williams
Premier Catering & Food Services, LLC	Jinger Avery Carrie Hughes Dorothy Sanders
Standard Restaurant Equipment Supply	CJ Austin Anna Gardner Bryan Gustafson Clyde Gustafson Maurine Gustafson Leah Kendall Velanna Stowell Christine Wellington Lori Wright
AAA Security	Arlen Kingston
Tech Right	Peter Kingston
Ensign Learning Center, Inc. ¹	Non-Profit Organization Officer – CR Finley Officer – LV Wright Officer – BL Kendall
ZMPC9	Non-Profit Organization Officer – Caroll Stoddard Officer – DR Brown Officer – DE Williams

While some of the owners share the same last name, most of the owners of the vendors do not. To the contrary, they are different companies owned by different individuals. Thus, there was no conflict.

Moreover, sharing the same last name and registered agent does not create a conflict of interest. According to Rule 33-24-105 of the Administrative Code, “a procurement conflict of interest occurs when the potential exists for an employee’s personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee’s judgment in the execution of the employee’s duties and

¹ Ensign Learning Center is not a vendor. It is Vanguard’s landlord and the lease was submitted to SCSB staff before it was executed.

responsibilities when conducting a procurement or administering a contract.”² Here, there is no allegation that any of the Vanguard employees or Board Members had any financial interest in any of the 7 vendors. And, with one exception (addressed in Deficiency #9 below), there is no allegation that any of the owners of the 7 vendors are family members of any Vanguard employee or Board Member. Thus, there was no conflict. Sharing the same last name and registered agent does not create a conflict.³ Thus, this deficiency should be resolved.

Based on recent board meetings and conversations, it appears this deficiency arises from concerns about the Davis County Cooperative Society (the “DCCS”). Some of Vanguard’s employees and Board Members are members of the DCCS. And, apparently, some of the owners of some of Vanguard’s vendors are also members of the DCCS. But, to be clear, membership in a cooperative does not create a conflict. There is nothing in the law that says that being members of a cooperative creates a conflict.

The DCCS acts like a credit union or traditional savings and loan. It was formed decades ago to assist individuals, who were at times the subject of discrimination by traditional lending institutions, obtain financing to purchase homes, start a business or pay for education. Like typical banks and credit unions, members of the DCCS have their own separate accounts, do not share funds and do not benefit from the financial success of other members. To the contrary, each members’ account is separate. Thus, just like there would be no conflict if Vanguard Board Members were also members of American First Credit Union (“AFCU”) and contracted with vendors that were members of AFCU, there is no conflict if Vanguard contracts with vendors that are members of the DCCS.⁴

To be clear, members of the DCCS do not share funds and do not have shared financial interests. Thus, being a member of the DCCS does not create a conflict of interest. *See* Utah Admin. Code R33-24-106 to 107.

While there has been and is no conflict, Vanguard has taken actions to further protect against any conflicts in the vendor selection process. Vanguard’s new vendor procurement process outlined in detail during the March 2022 SCSB Charter Board Meeting is as follows:

² Under Utah law, “‘Family member’ means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.” Utah Code Ann. § 63G-6a-2402(3).

³ The fact that some of the vendors share the same registered agent does not create a conflict. There is nothing in the law that prohibits a public body from doing business with vendors that share the same registered agent. *See* Utah Admin. Code R33-24-105. And, even if there were, the Vanguard Board Member that operated from the same office building as the registered agent associated with four of the vendors has resigned and is no longer a member of Vanguard’s Board.

⁴ Vanguard assumes this Deficiency does not arise from the fact that some Vanguard employees and Board Members and some owners of the vendors are members of the Latter Day Church of Christ. Such religious discrimination would constitute a violation of their civil rights.

- 1- A request is received to purchase product/services;
- 2- After publication, bids from potential vendors are received;
- 3- At each level of review conflict of interest statements are signed and members recuse as appropriate;
- 4- Bids are evaluated based on established criteria, including cost and technical requirements;
- 5- Individuals involved in the evaluation recommend the most cost-effective vendor that satisfies the technical specifications and other qualifications;
- 6- The procurement package is sent to the Director/Assistant Director;
- 7- A Finance Committee (consisting of 3 non-conflicted Vanguard Board Members) reviews all procurements that meet or exceed the specified procurement amount.
- 8- If at any time or at any level of review, a member has a conflict, the procurement will revert to an Oversight Committee, made up of non-conflicted Vanguard Board Members.
- 9- The Oversight Committee has the final authorization/approval.⁵

This process was created in consultation with a senior staff auditor with the Utah State Procurement Division to ensure it complies with state laws and best practices. And, since it was implemented, Vanguard has been following and continues to follow this procedure. Lastly, to address any remaining concerns, Vanguard has given notice to and intends to rebid each of the vendors identified in the Deficiency (except for its landlord) before the next school year.⁶ We believe these actions should resolve this deficiency. To the extent the SCSB or Staff believe Vanguard is required to take any additional actions to resolve this issue, please identify those additional actions. Otherwise, we request that this deficiency be identified as “Resolved.”

Deficiency #2 - The food vendor (Premier Catering & Food Services) contract is for lunch meals, but Vanguard Academy is also paying for breakfast meals. In addition, Vanguard Academy is paying the food vendor for employee meals.

Initially, as the USBE can confirm with the CNP Director, Vanguard has received permission to provide and is properly providing breakfast and it is not paying the vendor for employee meals. Thus, this issue should be identified as “Resolved.”

⁵ During the March 2022 SCSB Board Meeting, Vanguard was asked to demonstrate that the new procurement process was in place. Accordingly, I enclose documents showing 3 vendors that recently were evaluated through this new procurement process. *See* Exhibits 1 through 3.

⁶ As requested by the SCSB, Vanguard has also made significant changes to its staff and board membership. The new board members and the new director are listed on Vanguard’s website and have been updated on UCAP.

Moreover, as previously explained, Vanguard filed an appeal of the CNP Fiscal Action. That appeal was presented to a hearing officer, who granted Vanguard's appeal in part, reducing the amount claimed to be owed by hundreds of thousands of dollars. Vanguard appealed the remaining amounts to the Utah State District Court. That appeal is pending. This legal process will not be complete for some time as it is subject to the District Court's timeline. However, given that Vanguard has committed to paying whatever amount the Court determines is appropriate, this issue has been resolved. Indeed, all other corrections required by the CNP auditors have been completed.

While the issue of whether Vanguard is required to repay any amounts is still pending, the SCSB can confirm with the CNP Director that Vanguard is **currently** operating in compliance with all existing laws and rules. Thus, Vanguard requests that this deficiency be identified as "Resolved." Alternatively, please identify any additional actions Vanguard needs to take to resolve this deficiency.

Deficiency #9 - For one of the twenty transactions tested (TechRight, one of the evaluators appears to have a personal relationship (extended family) with the owner of the business. Although this evaluator and the owner of the business are not considered to be family as defined by 63G-6a-2402(3) which states that, "a family member means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.", it appears that this evaluator's independence and/or objectivity may have been influenced due to the perceived prior relationship.

Initially, as recognized in the deficiency, there was no actual violation of Utah law. The evaluator and the owner of Techright were not "family" as defined by Utah Code § 63G-6a-2402(3). Rather, this appears to be a "perceived" deficiency based on a personal or extended family relationship. Moreover, to be clear, the individual who participated in the review of this procurement (Kathleen Kingston) had no financial interest in and is not a family member of the owners of TechRight.⁷ Despite that, Ms. Kingston no longer works at Vanguard and Vanguard has given notice that it will be rebidding this contract before the next school year and will follow the procurement process outlined above. Thus, this deficiency has been resolved and Vanguard requests that it be identified as "Resolved." If the SCSB believes that Vanguard needs to take additional actions, please identify them.

Deficiency #13 – Vanguard Academy's charter agreement is currently not in compliance due to the number of board members on their board. Vanguard Academy must bring their charter agreement into compliance by May 19th.

Vanguard has applied to amend its charter seeking to increase the number of members of its Board of Trustees. That amendment was approved. Additionally, is working with SCSB staff to modify and complete new Bylaws. Thus, this Deficiency should be identified as "Resolved."

⁷ The individual with the perceived conflict is no longer an employee by Vanguard.

Deficiency #14 – Vanguard Academy is not in compliance with Utah code 52-4 Open and Public Meetings Act.

Around February 24, 2022, Vanguard Academy took a vote to appoint new board members outside of an Open and Public Meeting. This violated Utah code 52-4 which requires that votes be taken openly and not in closed session or by other means not open to the public.

On February 25, 2022, Vanguard violated Utah code 52-4-202 by holding a meeting where the public was not given 24 hours of advanced notice. Furthermore, the meeting's agenda was not posted until April 20, 2022, which was approximately one month after the meeting took place. Vanguard Academy also did not make available the complete recording of the meeting when petitioned by the public even through three days had passed since the meeting had taken place. This violates Utah code 52-4-203. Vanguard Academy also closed an electronic meeting which is prohibited by Utah Code 52-4-209 (6).

On April 14, 2022, Vanguard Academy both held and voted in a meeting that did not have a quorum present. Vanguard Academy's bylaws require that there be a 2/3 majority of board members to make a quorum. According to the meetings minutes for the April 14, 2022, there was no quorum present. It is also noted that people who are not members of the Vanguard Academy also made motions and voted in the meeting. These are also violations of Utah code 52-4 as well as the school's own bylaws.

This deficiency appears to be incorrect. Vanguard has reviewed this issue and determined:

1. The vote to add a new board member during the February 24, 2022 meeting occurred during a public meeting. See 02/24/22 Board Meeting Minutes, Ex. 4.⁸
2. The February 25, 2022 meeting did not violate Utah Code § 52-4-202. While notice of the meeting was not provided 24 hours in advance, this was an emergency, closed session meeting that occurred pursuant to Utah Code § 52-4-202(5). See 02/25/22 Board Meeting Minutes, Ex. 5. Prior to that meeting, Vanguard was told by a member of the SCSB that if it did not remove its current Executive Director immediately, the SCSB would do so. Accordingly, the Vanguard Board met in an emergency session to discuss whether to renew the Executive Director's contract in light of this changed circumstance. *Id.* Vanguard sent emails, attempting to provide as much notice as

⁸ The concern apparently arises from some ambiguity in Board Meeting minutes, which state that "Joy palmer sent ballots out to Board Member emails for the candidates. The results were that all current members were sustained, Christian Sandoval and Dan Jessop were voted in unanimously." See 02/24/22 Board Meeting Minutes, Ex. 4. That does appear to imply that the vote for the new members was done by written ballot. That is not correct. As can be confirmed from the audio recording, the vote on Christian Sandoval and Dan Jessop occurred in the public meeting.

July 6, 2022

Page 8

possible but was not able to give 24 hours' notice. Despite that, Vanguard's actions complied with Utah Code § 52-4-202(5).

3. Vanguard did not close an electronic meeting. The February 25, 2022 was not even an electronic meeting. It occurred in person. Moreover, other than the vote not to renew the executive director's contract, the meeting was a closed meeting, properly conducted in executive session to discuss professional competence.

While Vanguard has complied with the Open and Public Meeting Act, it has also taken actions to ensure strict legal compliance in the future. Moreover, we understand that the Civil Review Committee for the Utah Attorney General's Office has reviewed these issues, provide guidance to Vanguard and determined that no additional action is required at this time. Thus, Vanguard believes this deficiency should be identified as resolved. Alternatively, Vanguard requests that the SCSB identify the actions Vanguard needs to take to resolve this alleged deficiency.

Deficiency #15 – Vanguard Academy has bylaws that violate Utah Code 52-4 Open and Public Meeting Act. Bylaws IV.8, VI.5 and VI.6 are not in compliance with Utah code and need to be rewritten to come into alignment with law.

Vanguard has reviewed and is amending its bylaws to ensure compliance with existing law. Once those Bylaws are reviewed, this item should be identified as "Resolved."

As set forth above, Vanguard has gone to great lengths to resolve each of the deficiencies in the Updated Warning Letter. As a result, Vanguard has a strong procurement process and amended bylaws that meets all statutory requirements. Accordingly, we request that each of the above items be identified as resolved.

We look forward to hearing from you at your earliest convenience.

Sincerely,



David L. Mortensen

Exhibit 1

Vanguard Academy
 Purchasing
 Procurement Checklist for Purchases above \$1,000

Final Review	Date	Reviewed by	Date	Prepared by	Date	Packet Ref	Ln#		Budgeted Hours	Actual Hours	Review Time	Difference
Transfr								CTE - 6800 / 6900				
Purchases between \$1,000-\$5000								PD#				
				NA			1	Verify Purchase request form was submitted to Google forms.				
							2	Check if desired vendor is on State Contract				
							3	Verify with Supervisor & Curriculum that we want to move forward with the Quote / Purchase Request				
							4	Complete Quotes for Small Purchases form				
							5	Verify the amount and item is within the budget for the school year				
							6	Verify there are the required number of bids on the Quotes for small Purchases form.				
							7	Verify the required specifications have been included or stated on the form.				
							8	Verify the Buyer signed a "RFP Evaluator Conflict of Interest/Confidentiality Statement"				
							9	Send to obtain the buyer review and signature				
							10	Send to obtain Director/Assistant Director review and signature.				
							11	Create and send QuickBooks PO to vendor				
							12	Submit Quotes for Small Purchases form to finance committee for review				
							13	Obtain finance committee review signature				
							14					
	6/22/2022		6/20/2022									
Purchases between \$5,000 - \$50,000												
DS	DS						15	Verify Purchase request form was submitted to Google forms.				
X	X			AMS 6/15			16	Check if desired vendor is on State Contract Nb				
X	X			AMS 6/15			17	Verify with Supervisor & Curriculum that we want to move forward with the Quote / Purchase Request				
X	X			AMS 6/15			18	Complete Quotes for Small Purchases form.				
X	X			AMS 6/15			19	Verify the amount and item is within the budget for the school year				
X	X			AMS 6/15			20	Verify there are the required number of bids on the Quotes for small Purchases form. Sole Source				
X	X			AMS 6/15			21	Verify the required specifications have been included or stated on the form.				
X	X			AMS 6/17			22	Verify the Buyer signed a "RFP Evaluator Conflict of Interest/Confidentiality Statement"				
X	X			AMS			23	Send to obtain the buyer review and signature				
X	X			AMS			24	Send to obtain Director/Assistant Director review and signature.				
X	X			AMS			25	Submit Quotes for Small Purchases form to finance committee for review				
							26	Obtain finance committee approval signature				
							27	Create and send QuickBooks PO to vendor				
							28					
Services Requested												
							29	Verify Purchase request form was submitted to Google forms.				
							30	Check if desired vendor is on State Contract				
							31	Complete Quotes for Small Purchases form.				
							32	Verify the amount and item is within the budget for the school year				
							33	Verify there are the required number of bids on the Quotes for small Purchases form.				
							34	Verify the required specifications have been included or stated on the form.				
							34	Send to obtain the buyer review and signature				
							35	Send to obtain Director/Assistant Director review and signature.				
							35	Submit Quotes for Small Purchases form to finance committee for review				
							36	Obtain finance committee review/approval signature				
							37	Create and send QuickBooks PO to vendor				
Request for Proposal												
							38	Is the vendor on the state procurement list? If yes complete the section for Purchases between \$5,000 & \$50,000				
							39	If the vendor is not on the state procurement list complete the following steps.				
							40	Prepare the request for proposal with the state assistance if needed				
							41	Post request for proposal on the public procurement place				
							42	Determine who will evaluate the RFP and have them sign the conflict of interest form.				
							43	Evaluate the RFP based on stated criteria and rating system and include with RFP form.				
							44	Obtain finance committee approval signature				
							45	Award the contract				
							46					

QUOTES FOR SMALL PURCHASES: RULES and PROCEDURE

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

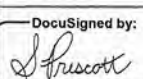
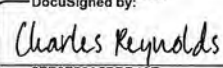
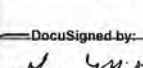
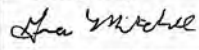
For procurement item(s) costing more than \$5,000 with a maximum total of \$50,000, "a procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications."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

BUYER'S NAME: Spring Presscott	DEPARTMENT: 6800 –CTE Engineering & Manuf / 6900 Automotive
PURCHASE ORDER #:	REQUIRED DELIVERY DATE: 6/25/22
SUPERVISOR: Spring Presscott	CURRICULUM: Joy Palmer
REQUIRED SPECIFICATIONS (Attach sheet if more room is needed): we want 5 construction trades & 5 Automotive	
Vendor is a Sole Source. This has been reviewed and we want to include it in our curriculum	

	Vendor #1	Vendor #2	Vendor #3
Vendor Name:	Transfr		
Sales Person:	Matthew Leonelli		
E-mail Address:	Mleonelli@transfrvr.com		
Telephone:	203-552-2160		
Date/Time of Quote:	5/26/22		
Vendor Quote Number:			

Quantity Needed	Description of Product(s) / Service(s) to be Purchased	Vendor #1* Quote	Vendor #2* Quote	Vendor #3* Quote
10	VR Training Headsets Implementation and training	0.00		
10	Technical Support Career Success Manager	0.00		
5	Manufacturing and Construction:TheSkilled Trade	\$10,000		
5	Automotive	\$10,000		
TOTAL: To UPDATE total RIGHT click in the column and choose "Update Field"		\$20,000.00	\$ 0.00	\$ 0.00

**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:	Transfr	COMMENTS:	6800 / 6900 CTE
BUYER (By signing I agree to abide by Vanguard's Procurement Policy)	DocuSigned by: 	DATE:	6/20/2022
DIRECTOR/ASSISTANT DIRECTOR APPROVAL: (Purchases over \$1,000)	DocuSigned by: 	DATE:	6/22/2022
FINANCE REVIEW (Purchases \$1,001-\$5,000)	DocuSigned by: 	DATE:	
FINANCE APPROVAL (Purchases over \$5,000)	DocuSigned by: 	DATE:	6/27/2022

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.

REVISION DATE: 1/14/2022

**REQUEST FOR PROPOSAL (RFP)
CONFLICTS OF INTEREST AND CONFIDENTIALITY**

Your willingness to participate as a RFP evaluation committee member is an integral part of the procurement process. Vanguard Academy truly appreciates your assistance and expertise.

Your designation as a RFP evaluation committee member requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein. Under the Utah Administrative Code R33-24-101, "unlawful conduct shall be governed in accordance with the requirements set forth in Sections 63G-6a-2401 through 2407 [of the Utah Procurement Code]." Rule 33-24 of the Utah Administrative Code provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

Confidentiality. The competitive procurement process and the obligations imposed by Utah state law requires that Vanguard Academy ensures that the competitive process operates in a fair and equitable manner. As a RFP evaluation committee member, you may have access to information not generally available to the public and are charged with special professional and ethical responsibilities. This information may include information about proposers that is to be used only during the evaluation process, and for discussion only with fellow RFP evaluation committee members. You shall not communicate the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as a RFP evaluation committee member for either personal benefit, pecuniary or otherwise, or copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Conflict of Interest. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the State of Utah Division of Purchasing of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify Vanguard Academy. You may be disqualified as a RFP evaluation committee member if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. The Utah Administrative Code provides that a conflict of interest includes:

R33-24-104. Socialization with Vendors and Contractors.

(1) A procurement professional shall not:

- (a) participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;
- (b) participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or
- (c) participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.

(2) If an executive branch procurement professional participates in a social activity prohibited under R33-24-104(1), or has a close personal relationship with a vendor or contractor, the procurement professional shall promptly notify their supervisor and the supervisor shall take the appropriate action, which may include removal of the procurement professional from the procurement or contract administration process that is affected.

R33-24-105. Financial Conflict of Interests Prohibited.

Vanguard Academy
Procurement
RFP Evaluator Conflict of Interest/Confidentiality Statement

(1) A procurement conflict of interest is a situation in which the potential exists for an executive branch employee's personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee's judgment in the execution of the employee's duties and responsibilities when conducting a procurement or administering a contract.

(2) In order to preserve the integrity of the State's procurement process, an executive branch employee may not take part in any procurement process, contracting or contract administration decision:

(a) relating to the employee or a family member of the employee; or

(b) relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.

(3) If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Utah Code Title 67 Chapter 16, Utah Public Officers' and Employees' Ethics Act.

R33-24-106. Personal Relationship, Favoritism, or Bias Participation Prohibitions.

(1) Executive branch employees are prohibited from participating in any and all discussions or decisions relating to the procurement, contracting or administration process if they have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

(2) If an executive branch employee has a personal relationship, favoritism, or bias toward any individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from any and all discussions or decisions relating to the solicitation, contracting or administration matter in question. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

R33-24-107. Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Rule R33-24-105, Rule R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws.

Vanguard Academy
Procurement
RFP Evaluator Conflict of Interest/Confidentiality Statement

To assure the integrity of the RFP process, all RFP evaluation committee members, including any paid consultants, are required to complete the RFP Conflict of Interest/Confidentiality Statement.

Spring Preschool Charles Reynolds Mitchell

I, Charles Reynolds Mitchell, as a member of the RFP evaluation committee for Request for Proposal No. expire date 6/25/22 for Transfr (Title of RFP) will perform the evaluation under the guidelines, procedures and requirements provided by the State of Utah Division of Purchasing.

Further, I represent as follows:

1. I, to the best of my knowledge, do not participate in social activities with vendors or contractors that: (a) will interfere with the proper performance of my duties; (b) will lead to unreasonably frequent disqualification of me from the procurement process; or (c) would appear to a reasonable person to undermine my independence, integrity, or impartiality.
2. I, to the best of my knowledge, do not have a conflict of interest with vendors or contractors in which the potential exists for my personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing my judgment in the execution of my evaluation committee duties and responsibilities.
3. I have not received any compensation from any employee, consultant, or anyone working for any vendor or contractor currently responding to a solicitation or who currently has a contract with Vanguard Academy.
4. I will not participate in any discussions or decisions relating to this RFP, if I have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence my independence in performing my assigned evaluation committee duties and responsibilities, or prevent me from fairly and objectively evaluating a proposal.
5. I will conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.
6. I understand that all information contained in the proposals and information regarding the evaluation process is protected and cannot be released or discussed in any manner with other offerors or individuals not involved in the evaluation process. I agree that I will not discuss or share any information provided in the proposals or interviews with anyone other than the selection committee members and Vanguard Academy procurement personnel prior to the completion of the evaluation and selection process and I will not discuss or disseminate the deliberations of the selection committee, the basis for the selection, or any information identified as protected.
7. I have read and understand the Utah Procurement Code and the applicable Utah Administrative Code rules concerning possible conflicts of interest and I understand that I am subject to the Utah Procurement Code and the applicable rules of the Utah Administrative Code at all times during my assigned evaluation committee duties and responsibilities, and the subsequent administration of the awarded contract(s).

I have read this document and understand my obligations as explained herein. I further understand that I must immediately advise Vanguard Academy, in writing, if a conflict currently exists or arises during my term of service as a RFP evaluation committee member. I further understand that I must sign and deliver this statement to Vanguard Academy prior to participating in the evaluation process.

DocuSigned by: [Signature] Date: 6/20/2022
Evaluator Signature: 15D88AA994864B5...

DocuSigned by: Charles Reynolds Date: 6/22/2022
Evaluator Signature: 3FE8F50A5BD48E...

DocuSigned by: [Signature] Date: 6/27/2022
Evaluator Signature: 8B0AE5362904B7...



TRANSFR Inc.
 2196 Third Ave
 PMB 20026
 New York, NY 10035
 Attn: Accounts Receivable
 E: accountsreceivable@transfrvr.com
 P: 203-552-2160

SERVICE ORDER

Quote Expiration Date: Jun 25, 2022

Customer: Vanguard Academy
Primary Contact: Spring Prescott
Address: 2650 Decker Lake Ln,
 West Valley City, UT 84119
Phone: (801)518-7390
Email: spring.prescott@vanguardcharter.org

SHIP HEADSETS to (choose one):

- Primary Contact above
 Billing Contact above
 Other (please specify):

Shipping Contact: Spring Prescott

Shipping Address: 2650 Decker Lake Ln,
 West Valley City, UT 84119
Phone: (801)518-7390
Email: spring.prescott@vanguardcharter.org

Billing Company: Vanguard Academy
Billing Contact: Spring Prescott
Address: 2650 Decker Lake Ln,
 West Valley City, UT 84119
Phone: (801)518-7390
Email: spring.prescott@vanguardcharter.org

Please indicate if the following are applicable, and then please provide the needed documentation:

You are a tax exempt organization

- Yes
 No

You require a Purchase Order (P.O.)

- Yes
 No

If a P.O. is required, please enter a P.O. number below.
 P.O. NUMBER

Effective Date: Upon Fully Executed Contract
Expiration Date: 12 months after the Effective Date

Description of Services and/or Equipment Provided:

Item	Price
10 VR Training Headsets	included
Implementation and training	included
Technical support	included
Career Success Manager	included

[Pricing & Signature Page to Follow]

TRANSFR Inc. 2196 Third Ave., PMB 20026, New York, NY 10035
 (203) 552-2160

Annual Recurring Software Pricing:

Software License Details	Unit Price Per Year	Quantity	Years	Fee
Manufacturing and Construction: The Skilled Trades	\$2,000	5	1	\$10,000
Automotive	\$2,000	5	1	\$10,000

TOTAL: \$ 20,000

Payment & Other Terms:

- \$20,000 due net 30 upon signing
- Total price does not include taxes
- Note: Quote expiration is 30 days from quote creation date
- Note: Effective Date is the date this Service Order is fully executed.
- Note: Headsets require WiFi Internet Access - standard training sessions use about 50mb total.

TRANSFR's Terms of Use ("**Terms of Use**") are hereby incorporated by reference and made a part hereof. By signing this Service Order, Customer and TRANSFR agree to the terms set forth in the Terms of Use. The Terms of Use can be found at: <https://www.transfrvr.com/termsfuse>. In the event that Customer and TRANSFR have executed a separate master services agreement ("**MSA**"), the provisions of the MSA shall prevail in the event of any conflict between the provisions of the MSA, the Terms of Use, and/or this Service Order.

Capitalized terms utilized but not defined in this Service Order are defined in the Terms of Use. This Service Order constitutes an agreement by Customer to purchase certain products and services from TRANSFR in accordance with the terms and conditions set forth herein and in the Terms of Use or MSA and does not constitute an invitation to negotiate. This Service Order is governed by the Terms of Use.

IN WITNESS WHEREOF, TRANSFR and Customer have executed this Service Order.

Customer

TRANSFR, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date



June, 7th, 2022

Spring Prescott
Vanguard Academy
2650 Decker Lake Ln,
West Valley City, UT 84119

Re: Sole Source Letter

Dear Ms Prescott,

TRANSFR is pleased to provide this letter to explain our Sole Source status. TRANSFR is the sole provider of the proprietary TRANSFR Virtual Training Facility and Career Exploration Facility for the set of hands-on, simulation-based training skills that Vanguard Academy requested from TRANSFR's [catalog](#).

TRANSFR's simulation-based training teaches novice students in the same manner that experts master their crafts - through trial and error. Trainees receive one-on-one guidance from a digital coach in a job-training simulation that provides engaging, hands-on training to acquire the skills needed to obtain a job, in a way that traditional learning such as lectures, books or videos cannot.

- TRANSFR is the only vendor that offers a hands-on intelligent tutoring system that provides a) simulation-based training in a Virtual Training Facility b) a proprietary digital coach that helps students improve their performance and master each skill c) specialized algorithms to evaluate the performance of each student on the skills requested, and d) dashboards that provide instructors with the details of a learners performance.
- TRANSFR simulations include a proprietary automated digital coach that tutors students in a master-apprentice environment with step-by-step instruction and unlimited hands-on practice of skills.
- TRANSFR's tutoring system is capable of quantifying each learner's behaviors within the training simulation, while guiding them to mastery at their own pace. TRANSFR's system is driven by machine learning algorithms that capture behavioral trends such as efficiency, misconceptions, and error corrections. The algorithms are transferable across tasks and simulation environments, and provide one of the first comprehensive data-driven examinations of mastery within a simulation-based environment. Instructor



dashboards provide immediate access to learner data with matrices developed by TRANSFR showing detailed performance and response time, along with every skill a learner has mastered:



- To use TRANSFR's training environment software, Virtual Reality hardware is required which TRANSFR provides with each license. TRANSFR manages all hardware and software support and maintenance under each license. TRANSFR does not use any distributors and TRANSFR's training environment software must be purchased directly through TRANSFR.

We have enjoyed working with you thus far and are honored that Vanguard Academy would like to partner with TRANSFR. We look forward to partnering with you and your community to build an ecosystem that involves education, local government and business & industry to provide classroom to career pathways and upward mobility for all.

We look forward to working with you.

Sincerely,
Bharanidharan Rajakumar
CEO, TRANSFR Inc

Utah State Tax Commission		TC-721G Rev. 10/15	
Exemption Certificate for Governments & Schools (Sales, Use, Tourism and Motor Vehicle Rental Tax)			
Name of institution claiming exemption (purchaser) Vanguard Academy		Telephone Number 801-327-8733	
Street Address 2650 S Decker Lake Ln	City West Valley City	State UT	County 119
Authorized Signature 	Name (please print) Suzanne Owen	Title Director	Date
Name of Seller or Supplier:			

The person signing this certificate MUST check the applicable box showing the basis for which the exemption is being claimed.

Email questions to taxmaster@utah.gov. You may also write or visit the Tax Commission at 210 N 1950 W, Salt Lake City, UT 84134, or call 801-297-2200 or toll free 1-800-682-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

- UNITED STATES GOVERNMENT OR NATIVE AMERICAN TRIBE**
I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of essential governmental or tribal functions. NOTE: Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or government reimbursements for employee credit card purchases.
- CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR PUBLIC TRANSIT DISTRICTS**
I certify the construction materials purchased are on behalf of a public elementary or secondary school, or public transit district. I further certify the purchased construction materials will be installed or converted into real property owned by the school or public transit district.
Name of school or public transit district: _____
Date of project: _____
- FOREIGN DIPLOMAT**
I certify the purchases are authorized by a diplomatic tax exemption card issued by the United States.
Foreign diplomat number: _____
- UTAH LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS**
Sales Tax License No. 13924704-902-STC
I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of that entity's essential functions. For construction materials, if the purchaser is a Utah local government, those construction materials will be installed or converted into real property by employees of this government entity.
CAUTION: This exemption does not apply to government or educational entities of other states and is not valid for lodging-related purchases.
- UTAH STATE GOVERNMENT**
I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of its essential functions. For construction materials, they will be installed or converted into real property by employees of this government entity.
CAUTION: This exemption does not apply to other states and is not valid for lodging-related purchases.
- HEBER VALLEY HISTORIC RAILROAD**
I certify these purchases and sales are by the Heber Valley Historic Railroad Authority or its operators and are related to the operation and maintenance of the Heber Valley Historic Railroad.

To be valid this certificate must be filled in completely, including a check mark in the proper box.

A sales tax license number is required only where indicated.

Please sign, date and, if applicable, include your license or exemption number.

NOTE TO SELLER: Keep this certificate on file since it must be available for audit review.

NOTE TO PURCHASER: Keep a copy of this certificate in your records. You must verify the address, date, description, manufacturer or supplier, and exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, email tax@utah.gov or call (801) 297-2200 or (800) 682-4335. Please allow three working days for a response.

Exhibit 2

Vanguard Academy
 Purchasing
 Procurement Checklist for Purchases above \$1,000

Final Review	Date	Reviewed by	Date	Prepared by	Date	Packet Ref	Ln#		Budgeted Hours	Actual Hours	Review Time	Difference
								Dell Technologies PO#				
								Program #5677				
								Quote # 3000122612748.1				
								Purchases between \$1,000-\$5000				
				NA			1	Verify Purchase request form was submitted to Google forms.				
							2	Check if desired vendor is on State Contract				
							3	Verify with Supervisor that we want to move forward with the Quote / Purchase Request				
							4	Complete Quotes for Small Purchases form.				
							5	Verify the amount and item is within the budget for the school year				
							6	Verify there are the required number of bids on the Quotes for small Purchases form.				
							7	Verify the required specifications have been included or stated on the form.				
							8	Verify the buyer and Director/Assistant Director have signed in the appropriate places.				
							9	Create and send QuickBooks PO to vendor				
							10	Submit Quotes for Small Purchases form to finance committee for review				
							11	Obtain finance committee review signature				
							12	Scan after finance committee review				
6/16/2022			6/16/2022									
								Purchases between \$5,000 - \$50,000				
							13	Verify Purchase request form was submitted to Google forms.				
							14	Check if desired vendor is on State Contract Yes				
							15	Verify with Supervisor that we want to move forward with the Quote / Purchase Request				
							16	Complete Quotes for Small Purchases form.				
							17	Verify the amount and item is within the budget for the school year				
							18	Verify there are the required number of bids on the Quotes for small Purchases form.				
							19	Verify the required specifications have been included or stated on the form.				
							20	Verify the buyer and Director/Assistant Director have signed in the appropriate places.				
							21	Submit Quotes for Small Purchases form to finance committee for review				
							22	Obtain finance committee approval signature				
							23	Create and send QuickBooks PO to vendor				
							24	Scan after finance committee review				
								Services Requested				
							25	Verify Purchase request form was submitted to Google forms.				
							26	Check if desired vendor is on State Contract				
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							31	Verify the buyer and Director/Assistant Director have signed in the appropriate places.				
							32	Submit Quotes for Small Purchases form to finance committee for review				
							33	Obtain finance committee review/approval signature				
							34	Create and send QuickBooks PO to vendor				
								Request for Proposal				
							35	Is the vendor on the state procurement list? If yes complete the section for Purchases between \$5,000 & \$50,000				
							36	If the vendor is not on the state procurement list complete the following steps.				
							37	Prepare the request for proposal with the state assistance if needed				
							38	Post request for proposal on the public procurement place				
							39	Determine who will evaluate the RFP and have them sign the conflict of interest form.				
							40	Evaluate the RFP based on stated criteria and rating system and include with RFP form.				
							41	Obtain finance committee approval signature				
							42	Award the contract				
							43	Scan after finance committee review				

QUOTES FOR SMALL PURCHASES: RULES and PROCEDURE

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


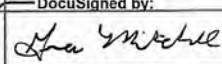
For procurement item(s) costing more than \$5,000 with a maximum total of \$50,000, "a procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications."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

BUYER'S NAME: Collin Mattingly	DEPARTMENT: 5677 CTE Career Technical Education
PURCHASE ORDER #:	REQUIRED DELIVERY DATE: 8/1/22
SUPERVISOR: Spring Presscott	
REQUIRED SPECIFICATIONS (Attach sheet if more room is needed): 35 Replacement Computers for RM202 Comp lab	
STATE CONTRACT#PA2213	

	Vendor #1	Vendor #2	Vendor #3
Vendor Name:	Dell Technologies		
Sales Person:	Jeremy Freeman		
E-mail Address:	Jeremy.Freeman@dell.co		
Telephone:	1-512-513-0105		
Date/Time of Quote:	6/10/22		
Vendor Quote Number:	3000122612748.1		

Quantity Needed	Description of Product(s) / Service(s) to be Purchased	Vendor #1* Quote	Vendor #2* Quote	Vendor #3* Quote
35	OptiPlex 7000 SFF	40,780.60		
35	Dell UltraSharp 24 Monitor U2422H	9,162.65		
TOTAL: To UPDATE total RIGHT click in the column and choose "Update Field"		\$49,943.25	\$ 0.00	\$ 0.00

*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:	Dell Technologies	COMMENTS:	5677 CTE Career Tech Edu
BUYER (By signing I agree to abide by Vanguard's Procurement Policy)	<small>DocuSigned by:</small> 	DATE:	6/13/2022
DIRECTOR/ASSISTANT DIRECTOR APPROVAL: (Purchases over \$1,000)	<small>DocuSigned by:</small> Charles Reynolds	DATE:	6/13/2022
FINANCE REVIEW (Purchases \$1,001-\$5,000)	<small>DocuSigned by:</small>	DATE:	
FINANCE APPROVAL (Purchases over \$5,000)	<small>DocuSigned by:</small> 	DATE:	6/20/2022

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.

REVISION DATE: 1/14/2022

REQUEST FOR PROPOSAL (RFP) CONFLICTS OF INTEREST AND CONFIDENTIALITY

Your willingness to participate as a RFP evaluation committee member is an integral part of the procurement process. Vanguard Academy truly appreciates your assistance and expertise.

Your designation as a RFP evaluation committee member requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein. Under the Utah Administrative Code R33-24-101, "unlawful conduct shall be governed in accordance with the requirements set forth in Sections 63G-6a-2401 through 2407 [of the Utah Procurement Code]." Rule 33-24 of the Utah Administrative Code provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

Confidentiality. The competitive procurement process and the obligations imposed by Utah state law requires that Vanguard Academy ensures that the competitive process operates in a fair and equitable manner. As a RFP evaluation committee member, you may have access to information not generally available to the public and are charged with special professional and ethical responsibilities. This information may include information about proposers that is to be used only during the evaluation process, and for discussion only with fellow RFP evaluation committee members. You shall not communicate the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as a RFP evaluation committee member for either personal benefit, pecuniary or otherwise, or copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Conflict of Interest. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the State of Utah Division of Purchasing of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify Vanguard Academy. You may be disqualified as a RFP evaluation committee member if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. The Utah Administrative Code provides that a conflict of interest includes:

R33-24-104. Socialization with Vendors and Contractors.

(1) A procurement professional shall not:

- (a) participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;
- (b) participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or
- (c) participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.

(2) If an executive branch procurement professional participates in a social activity prohibited under R33-24-104(1), or has a close personal relationship with a vendor or contractor, the procurement professional shall promptly notify their supervisor and the supervisor shall take the appropriate action, which may include removal of the procurement professional from the procurement or contract administration process that is affected.

R33-24-105. Financial Conflict of Interests Prohibited.

Vanguard Academy
Procurement
RFP Evaluator Conflict of Interest/Confidentiality Statement

(1) A procurement conflict of interest is a situation in which the potential exists for an executive branch employee's personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee's judgment in the execution of the employee's duties and responsibilities when conducting a procurement or administering a contract.

(2) In order to preserve the integrity of the State's procurement process, an executive branch employee may not take part in any procurement process, contracting or contract administration decision:

(a) relating to the employee or a family member of the employee; or

(b) relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.

(3) If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Utah Code Title 67 Chapter 16, Utah Public Officers' and Employees' Ethics Act.

R33-24-106. Personal Relationship, Favoritism, or Bias Participation Prohibitions.

(1) Executive branch employees are prohibited from participating in any and all discussions or decisions relating to the procurement, contracting or administration process if they have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

(2) If an executive branch employee has a personal relationship, favoritism, or bias toward any individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from any and all discussions or decisions relating to the solicitation, contracting or administration matter in question. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

R33-24-107. Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Rule R33-24-105, Rule R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws.

Vanguard Academy
Procurement
RFP Evaluator Conflict of Interest/Confidentiality Statement

To assure the integrity of the RFP process, all RFP evaluation committee members, including any paid consultants, are required to complete the RFP Conflict of Interest/Confidentiality Statement.

Collin Mattingly Charles Reynolds Grace Mitchell
I, _____, as a member of the RFP evaluation committee for Request for Proposal No. 30001221612748 for Dell Technologies (Title of RFP) will perform the evaluation under the guidelines, procedures and requirements provided by the State of Utah Division of Purchasing.

Further, I represent as follows:

1. I, to the best of my knowledge, do not participate in social activities with vendors or contractors that: (a) will interfere with the proper performance of my duties; (b) will lead to unreasonably frequent disqualification of me from the procurement process; or (c) would appear to a reasonable person to undermine my independence, integrity, or impartiality.
2. I, to the best of my knowledge, do not have a conflict of interest with vendors or contractors in which the potential exists for my personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing my judgment in the execution of my evaluation committee duties and responsibilities.
3. I have not received any compensation from any employee, consultant, or anyone working for any vendor or contractor currently responding to a solicitation or who currently has a contract with Vanguard Academy.
4. I will not participate in any discussions or decisions relating to this RFP, if I have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence my independence in performing my assigned evaluation committee duties and responsibilities, or prevent me from fairly and objectively evaluating a proposal.
5. I will conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.
6. I understand that all information contained in the proposals and information regarding the evaluation process is protected and cannot be released or discussed in any manner with other offerors or individuals not involved in the evaluation process. I agree that I will not discuss or share any information provided in the proposals or interviews with anyone other than the selection committee members and Vanguard Academy procurement personnel prior to the completion of the evaluation and selection process and I will not discuss or disseminate the deliberations of the selection committee, the basis for the selection, or any information identified as protected.
7. I have read and understand the Utah Procurement Code and the applicable Utah Administrative Code rules concerning possible conflicts of interest and I understand that I am subject to the Utah Procurement Code and the applicable rules of the Utah Administrative Code at all times during my assigned evaluation committee duties and responsibilities, and the subsequent administration of the awarded contract(s).

I have read this document and understand my obligations as explained herein. I further understand that I must immediately advise Vanguard Academy, in writing, if a conflict currently exists or arises during my term of service as a RFP evaluation committee member. I further understand that I must sign and deliver this statement to Vanguard Academy prior to participating in the evaluation process.

DocuSigned by: 
Evaluator Signature: _____ Date: 6/13/2022
7581CFA93D284D1

DocuSigned by: Charles Reynolds
Evaluator Signature: _____ Date: 6/16/2022
3FE8F50A5BDD48E...

DocuSigned by: Grace Mitchell
Evaluator Signature: _____ Date: 6/20/2022
8B0AEA5362904B7...



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000122612748.1	Sales Rep	Jeremy Freeman
Total	\$49,943.25	Phone	(800) 456-3355, 6179186
Customer #	143304837	Email	Jeremy_Freeman1@Dell.com
Quoted On	Jun. 10, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 10, 2022		VANGUARD ACADEMY
Contract Name	Dell NASPO Computer		2650 S DECKER LAKE LN
	Equipment PA - UT		WEST VALLEY CITY, UT 84119-
Contract Code	C000000013095		2031
Customer Agreement #	MNWNC-108, PA2213		
Deal ID	23615070		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jeremy Freeman

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE VANGUARD ACADEMY 2650 S DECKER LAKE LN WEST VALLEY CITY, UT 84119-2031 (801) 808-8860	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7000 SFF	\$1,165.16	35	\$40,780.60
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	\$261.79	35	\$9,162.65

Subtotal:	\$49,943.25
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$49,943.25
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$49,943.25

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
VANGUARD ACADEMY
2650 S DECKER LAKE LN
WEST VALLEY CITY, UT 84119-2031
(801) 808-8860

Shipping Method

Standard Delivery

	Quantity	Subtotal
OptiPlex 7000 SFF		
Estimated delivery if purchased today: Jul. 29, 2022 Contract # C000000013095 Customer Agreement # MNWNC-108, PA2213	\$1,165.16	35
		\$40,780.60

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Small Form Factor	210-BCTG	-	35	-
12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W)	338-CCYP	-	35	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	35	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	35	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	35	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	35	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	35	-
M.2 22x30 Thermal Pad	412-AAQT	-	35	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	35	-
Additional 3.5 inch 1TB 7200rpm Hard Disk Drive	401-ABHF	-	35	-
NO RAID	817-BBBN	-	35	-
AMD Radeon 550 2GB LP (DP/DP)	490-BHRP	-	35	-
300 W internal power supply unit (PSU), 92% Efficient, 80 Plus Platinum	329-BGNH	-	35	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	35	-
No Optical Drive	429-ABKF	-	35	-
CMS Software not included	632-BBBJ	-	35	-
No Media Card Reader	385-BBCR	-	35	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BHDX	-	35	-
Internal Antenna	555-BHDX	-	35	-
Intel Wi-Fi AX211	555-BHNI	-	35	-
No Additional Cable	379-BBCY	-	35	-
No PCIe add-in card	492-BBFF	-	35	-
No Additional Add In Cards	382-BBHX	-	35	-
No Additional Video Ports	492-BCKH	-	35	-
Dell KB216 Wired Keyboard English	580-ADJC	-	35	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	35	-
No Cable Cover	325-BCZQ	-	35	-
SupportAssist	525-BBCL	-	35	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	35	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	35	-
Waves Maxx Audio	658-BBRB	-	35	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	35	-
Dell Optimizer	658-BEQP	-	35	-
IRST Driver	658-BFKI	-	35	-
Foxit PDF Editor	634-BYVC	-	35	-
ENERGY STAR Qualified	387-BBLW	-	35	-
Dell Watchdog Timer	379-BESJ	-	35	-
Quick Start Guide	340-CYKU	-	35	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	35	-
Shipping Material	340-CQYR	-	35	-
Shipping Label	389-BBUU	-	35	-
Regulatory Label for OptiPlex 7000 SFF 260/300W	389-ECRD	-	35	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	35	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	35	-
Desktop BTO Standard shipment	800-BBIO	-	35	-
Adobe Photoshop Elements 2022 & Premiere Elements 2022 Bundle	634-BZDH	-	35	-
Custom Configuration	817-BBBB	-	35	-
Internal Speaker	520-AARD	-	35	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	35	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	35	-
Intel vPro Enterprise	631-ADGI	-	35	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	35	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	35	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	35	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	35	-
			Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")		\$261.79	35	\$9,162.65

Estimated delivery if purchased today:
Aug. 02, 2022
Contract # C000000013095
Customer Agreement # MNWNC-108, PA2213

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	210-AYYV	-	35	-
Dell Limited Hardware Warranty	814-5380	-	35	-
Advanced Exchange Service, 3 Years	814-5381	-	35	-

Subtotal:	\$49,943.25
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$49,943.25

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Exhibit 3

Final Review	Date	Reviewed by	Date	Prepared by	Date	Packet Ref	Ln#	Summerhays Music	Budgeted Hours	Actual Hours	Review Time	Difference
Purchases between \$1,000-\$5000												
				NA			1	Verify Purchase request form was submitted to Google forms.				
							2	Complete Quotes for Small Purchases form.				
							3	Verify the amount and item is within the budget for the school year				
							4	Verify there are the required number of bids on the Quotes for small Purchases form.				
							5	Verify the required specifications have been included or stated on the form.				
							6	Verify the buyer and Director/Assistant Director have signed in the appropriate places.				
							7	Submit Quotes for Small Purchases form to finance committee for review				
							8	Create and send QuickBooks PO to vendor				
							9	Obtain finance committee review signature				
							10	Scan after finance committee review				
6/16/2022	6/16/2022											
Purchases between \$5,000 - \$50,000												
DS	DS						11	Verify Purchase request form was submitted to Google forms.				
(X)	(X)						12	Complete Quotes for Small Purchases form.				
X	X						13	Verify the amount and item is within the budget for the school year				
X	X						14	Verify there are the required number of bids on the Quotes for small Purchases form.				
X	X						15	Verify the required specifications have been included or stated on the form.				
							16	Verify the buyer and Director/Assistant Director have signed in the appropriate places.				
							17	Submit Quotes for Small Purchases form to finance committee for review				
							18	Obtain finance committee approval signature				
							19	Create and send QuickBooks PO to vendor				
							20	Scan after finance committee review				
Services Requested												
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							29	Create and send QuickBooks PO to vendor				
Request for Proposal												
							30	Is the vendor on the state procurement list? If yes complete the section for Purchases between \$5,000 & \$50,000				
							31	If the vendor is not on the state procurement list complete the following steps.				
							32	Prepare the request for proposal with the state assistance if needed				
							33	Post request for proposal on the public procurement place				
							34	Determine who will evaluate the RFP and have them sign the conflict of interest form.				
							35	Evaluate the RFP based on stated criteria and rating system and include with RFP form.				
							36	Obtain finance committee approval signature				
							37	Award the contract				
							38	Scan after finance committee review				

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

BUYER'S NAME: Bonnie Livingston	DEPARTMENT: Music
PURCHASE ORDER #:	REQUIRED DELIVERY DATE: 7/31/22
REQUIRED SPECIFICATIONS(Attach sheet if more room is needed): For Student and teacher use in band	
Music needs some band instruments - <i>We want the cheaper instruments from each vendor</i>	

	Vendor #1	Vendor #2	Vendor #3
Vendor Name:	Summerhays Music	Riverton Music	GuitarCenter.com
Sales Person:	Cris Behrens		
E-mail Address:	cbehrens@summerhaysmu		
Telephone:	8012684446	8012558300	
Date/Time of Quote:	6/7/22	5/24/22	6/6/22
Vendor Quote Number:			

Quantity Needed	Description of Product(s) / Service(s) to be Purchased	Vendor #1* Quote	Vendor #2* Quote	Vendor #3* Quote
2	Eastman Double French Horn *	\$3,823.90	\$4,974.00	\$3,887.20
1	Yamaha Bass Clarinet	\$2,071.00	\$1,388.00	\$4,925.98
1	Eastman Intermediate Baritone SaxClarinet *	\$3,362.00	\$4,372.00	\$6,944.00
TOTAL: To UPDATE total RIGHT click in the column and choose "Update Field"		\$9,256.90	\$10,734.00	\$15,757.18

*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:	Summerhays Music / <i>Riverton Music</i>	COMMENTS:	Music
BUYER (By signing I agree to abide by Vanguards Procurement Policy)	DocuSigned by: <i>Bonnie Livingston</i> 1D2F8A92720444	DATE:	6/7/2022
DIRECTOR/ASSISTANT DIRECTOR APPROVAL: (Purchases over \$1,000)	<i>[Signature]</i>	DATE:	6/8/22
FINANCE REVIEW (Purchases \$1,001-\$5,000)		DATE:	
FINANCE APPROVAL (Purchases over \$5,000)	DocuSigned by: <i>[Signature]</i> 8B006A516200481	DATE:	6/20/2022

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.

REVISION DATE: 1/14/2022

**REQUEST FOR PROPOSAL (RFP)
CONFLICTS OF INTEREST AND CONFIDENTIALITY**

Your willingness to participate as a RFP evaluation committee member is an integral part of the procurement process. Vanguard Academy truly appreciates your assistance and expertise.

Your designation as a RFP evaluation committee member requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein. Under the Utah Administrative Code R33-24-101, "unlawful conduct shall be governed in accordance with the requirements set forth in Sections 63G-6a-2401 through 2407 [of the Utah Procurement Code]." Rule 33-24 of the Utah Administrative Code provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

Confidentiality. The competitive procurement process and the obligations imposed by Utah state law requires that Vanguard Academy ensures that the competitive process operates in a fair and equitable manner. As a RFP evaluation committee member, you may have access to information not generally available to the public and are charged with special professional and ethical responsibilities. This information may include information about proposers that is to be used only during the evaluation process, and for discussion only with fellow RFP evaluation committee members. You shall not communicate the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as a RFP evaluation committee member for either personal benefit, pecuniary or otherwise, or copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Conflict of Interest. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the State of Utah Division of Purchasing of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify Vanguard Academy. You may be disqualified as a RFP evaluation committee member if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. The Utah Administrative Code provides that a conflict of interest includes:

R33-24-104. Socialization with Vendors and Contractors.

(1) A procurement professional shall not:

- (a) participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;
- (b) participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or
- (c) participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.

(2) If an executive branch procurement professional participates in a social activity prohibited under R33-24-104(1), or has a close personal relationship with a vendor or contractor, the procurement professional shall promptly notify their supervisor and the supervisor shall take the appropriate action, which may include removal of the procurement professional from the procurement or contract administration process that is affected.

R33-24-105. Financial Conflict of Interests Prohibited.

Vanguard Academy
Procurement
RFP Evaluator Conflict of Interest/Confidentiality Statement

(1) A procurement conflict of interest is a situation in which the potential exists for an executive branch employee's personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee's judgment in the execution of the employee's duties and responsibilities when conducting a procurement or administering a contract.

(2) In order to preserve the integrity of the State's procurement process, an executive branch employee may not take part in any procurement process, contracting or contract administration decision:

(a) relating to the employee or a family member of the employee; or

(b) relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.

(3) If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Utah Code Title 67 Chapter 16, Utah Public Officers' and Employees' Ethics Act.

R33-24-106. Personal Relationship, Favoritism, or Bias Participation Prohibitions.

(1) Executive branch employees are prohibited from participating in any and all discussions or decisions relating to the procurement, contracting or administration process if they have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

(2) If an executive branch employee has a personal relationship, favoritism, or bias toward any individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from any and all discussions or decisions relating to the solicitation, contracting or administration matter in question. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

R33-24-107. Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Rule R33-24-105, Rule R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws.

Vanguard Academy
Procurement
RFP Evaluator Conflict of Interest/Confidentiality Statement

To assure the integrity of the RFP process, all RFP evaluation committee members, including any paid consultants, are required to complete the RFP Conflict of Interest/Confidentiality Statement.

Bonnie Livingston Charles Reynolds Mitchell

I, Bonnie Livingston, as a member of the RFP evaluation committee for Request for Proposal No. bid 6/7/2022 for Summerhays Music/Riverton Music (Title of RFP) will perform the evaluation under the guidelines, procedures and requirements provided by the State of Utah Division of Purchasing.

Further, I represent as follows:

1. I, to the best of my knowledge, do not participate in social activities with vendors or contractors that: (a) will interfere with the proper performance of my duties; (b) will lead to unreasonably frequent disqualification of me from the procurement process; or (c) would appear to a reasonable person to undermine my independence, integrity, or impartiality.
2. I, to the best of my knowledge, do not have a conflict of interest with vendors or contractors in which the potential exists for my personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing my judgment in the execution of my evaluation committee duties and responsibilities.
3. I have not received any compensation from any employee, consultant, or anyone working for any vendor or contractor currently responding to a solicitation or who currently has a contract with Vanguard Academy.
4. I will not participate in any discussions or decisions relating to this RFP, if I have any type of personal relationship, favoritism, or bias that would appear to a reasonable person to influence my independence in performing my assigned evaluation committee duties and responsibilities, or prevent me from fairly and objectively evaluating a proposal.
5. I will conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.
6. I understand that all information contained in the proposals and information regarding the evaluation process is protected and cannot be released or discussed in any manner with other offerors or individuals not involved in the evaluation process. I agree that I will not discuss or share any information provided in the proposals or interviews with anyone other than the selection committee members and Vanguard Academy procurement personnel prior to the completion of the evaluation and selection process and I will not discuss or disseminate the deliberations of the selection committee, the basis for the selection, or any information identified as protected.
7. I have read and understand the Utah Procurement Code and the applicable Utah Administrative Code rules concerning possible conflicts of interest and I understand that I am subject to the Utah Procurement Code and the applicable rules of the Utah Administrative Code at all times during my assigned evaluation committee duties and responsibilities, and the subsequent administration of the awarded contract(s).

I have read this document and understand my obligations as explained herein. I further understand that I must immediately advise Vanguard Academy, in writing, if a conflict currently exists or arises during my term of service as a RFP evaluation committee member. I further understand that I must sign and deliver this statement to Vanguard Academy prior to participating in the evaluation process.

DocuSigned by:
Bonnie Livingston Date: 6/15/2022
Evaluators Signature: 1D2F6A9272D4444...

DocuSigned by:
Charles Reynolds Date: 6/16/2022
Evaluators Signature: 3FE8E50A59DD48E...

DocuSigned by:
Ch Mitchell Date: 6/20/2022
Evaluators Signature: 8B0AEA5362904B7...



Bid Proposal

Riverton Music
 9491 S 255 W
 Sandy, UT
 801-255-8300

May 24, 2022

Bill to:
 Vanguard Academy
2650 Decker Lake Ln
 , West Valley City, UT 84119
(801) 327-8724

Ship to:
 Vanguard Academy

Bid#	Contact	Price Good For	Ship Via	Tax Code (N=No tax)
1	Bonnie Livingston	90 Days	Direct	N

Item#	Description	Pub/Manuf	Qty	Price	Ext
JBS1100	Eb Baritone Saxophone Performance Level	KHS Jupiter	1	\$ 4,372.00	\$ 4,372.00
JHR1100	DbIFrenchHorn w/MechLinkageGuyerWrap	KHS Jupiter	1	\$ 2,487.00	\$ 2,487.00
JCL1000N	Performance BassClarinet 2Piece ResinBdy	KHS Jupiter	1	\$ 1,792.00	\$ 1,792.00
YCL-220	USED Good condition BassClarinet	Yamaha	1	\$ 1,388.00	\$ 1,388.00

All Prices include shipping costs	Sub Total	\$ 10,039.00
All KHS Jupiter Instruments include a 10yr Ltd. Warrantee	Tax	
All offered Instruments will be delivered in secure HS Cases	Shipping	
We have included the Used yamaha Bass Clarinet as an option for you	Misc.	
While supply lasts and may be deleted Your Choice	Total	\$ 10,039.00

JBS1100 link
<http://jupitermusic.com/international/products/woodwinds/saxophones/baritone-saxophones/jbs1100/>
 JHR1100 Link
<http://jupitermusic.com/us/products/brass/french-horns/double-horns/>

Shopping Cart

Item	Price	Quantity	Total
 <p>Jupiter JBS1100 Performance Level Eb Baritone Saxophone Item#: 1500000047671 Condition: New Order Now!</p> <p>This item is backordered but is available to reserve now. You will not be charged until the item ships. (Find out more) Shipping restrictions apply to this item. (Find out more)</p> <p>Add Pro Coverage (View Options)</p>	\$6,944.00	X 1 = Update Remove Add to Wish List	\$6,944.00
 <p>Yamaha YCL-221 Student Bass Clarinet with Low Eb Item#: 1274115034615 Condition: New Order Now!</p> <p>This item is backordered but is available to reserve now. You will not be charged until the item ships.</p> <p>Add Pro Coverage (View Options)</p>	\$2,462.99	X 1 = Update Remove Add to Wish List	\$4,925.98
 <p>Eastman EFH662C Advanced Series Double Horn Cold Brass Fixed Bell Item#: 1500000352460 Condition: New Delivery Expected by Friday, Jun 10</p> <p>Add Pro Coverage (View Options)</p>	\$3,887.20	X 2 = Update Remove Add to Wish List	\$3,887.20
Subtotal			\$15,757.18

Exhibit 4



Board Meeting Minutes
Thursday February 24, 2022
Time: 6:30 P.M.

Location: Vanguard Academy

Present: Kent Johnson, Kim Mangum, Darren Jenkins, Eric Freeman, Grace Mitchell, Scott Kingston, David E. Kingston

Not in attendance:

CALL TO ORDER & Pledge of Allegiance- Kent Johnson

PUBLIC COMMENT –

CONSENT ITEMS-

Motion: Eric Freeman motioned to approve the minutes from November meeting, Darren Jenkins seconded. The voting was unanimous, the minutes were approved.

Directors Report –

- We are looking to restore the building after the sprinkler broke. We are hoping to get it fixed during spring break. We are looking for a facilities manager to
- Our enrollment window has closed and we are still awaiting our intent to enroll form from students. We may be needing to hold a lottery.
- Ten teachers are registered and taking the PPAT.
- We will be doing our practice ACT test with our 11th grade students.
- 22 of our students were invited to the We the People State competition.

Finance Committee –

- **Monthly budget report** – We have more revenue than we anticipated. There are some areas that were higher than anticipated but overall, we are still showing to go ahead. We received some COVID grants that were not on the original budget.
- **New Contracts update** – Purchasing summary - There were 92 requests of them only seven of them were over \$1,000. The total of those three requests were \$13,249.44. There were not any big purchases. We do not have any new contracts to update
- **New Hires/ Postings** – No new hires but we are looking for a new facilities manager

Approve Amended Bylaws–

- David E. Kingston went over the changes made to the bylaws. We are updating the number of directors from 7 to 9. There were changes made to who can call a special meeting, secretary will be replaced with director. We will remove the paragraph on page 5 on special meetings. To call a special meeting they must give 24 hour notice. On the budget it will be approved during the last quarter on the prior fiscal year. There were positions added to the officers of corporation.
- Darren Jenkins motioned to approve the changes made to the bylaws, David E. Kingston seconded it. The voting was unanimous and the changes to the bylaws were approved.

Board Composition –

- There were a few people interviewed for board positions. We have two people we would like to add to the board. Christian Sandoval is the owner of TAT, he is a 20 year veteran, he is focused in leadership, he was a senior training officer in the military and is very focused on kids. He would have the vision on athletics
- Dan Jessop meets the needs of vocational skills, He has a strong technical background, he has a passion of getting to the kids and wants to help light the fire in the kids on hands on things. This will balance it out in the vocational skills.
- Joy palmer sent ballots out to Board Member emails for the candidates. The results were that all current members were sustained, Christian Sandoval and Dan Jessop were voted in unanimously.

SCSB Hearing –

- We have been invited to the SCSB Hearing. We will be presenting a presentation of everything we have done to take care of the issues they have brought up to us. We are still completing the food audit. The legal proceedings have reduced the amount by 250,000. We haven't been able to finish an audit with the financial statements until the food audit is finished.

Motion: David E. Kingston motioned to close, Darren Jenkins seconded it, the voting was unanimous and the meeting adjourned.

End Time: 7:34 PM

Exhibit 5



Board Meeting Minutes

Friday February 25, 2022

Time: 11:20 A.M.

Location: 2970 S Main St. Salt Lake City, Ut

Present: Kent Johnson, Kim Mangum, Darren Jenkins, Eric Freeman, Grace Mitchell, Scott Kingston, David E. Kingston

Not in attendance:

CALL TO ORDER & Pledge of Allegiance- Kent Johnson

Moved to close session -

- Grace Mitchell motioned to move to close meeting to discuss director's professional competence -perceived conflicts, David E. Kingston seconded. The voting was unanimous and the meeting was moved to closed.
- Grace Mitchell motioned to open the closed meeting, David E. Kingston seconded. The voting was unanimous and the meeting was opened.

Vote determined by closed session –

- Scott Kingston motioned to not renew the director's contract, Grace Mitchell seconded. The voting was unanimous and it was determined to not renew the director's contract

Motion: Kim Mangum motioned to close, Grace Mitchell seconded it, the voting was unanimous and the meeting adjourned.

End Time: 11:57 A.M