UTAH MILITARY ACADEMY REPLICATION APPLICATION NOVEMBER 1, 2018

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1. Applicant Agreement

Print this sheet, complete and sign the spaces at the bottom, scan, and attach to the electronic application.
The flowing statements MUST BE READ and VOTED on in an OPEN and PUBLIC MEEING PRIOR TO SUBMISSION. The Board Chair of the eligible sponsoring school will sign as "The Applicant" on behalf of the entire governing board after a majority vote is taken and recorded in the minutes. Should the agreement be signed by someone other than the current Board Chair, the application package will be deemed Incomplete.

Name of Sponsoring School Entity: Utah Military Academy

The Applicant certifies all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the replication process or revocation after award. The governing board agrees to fully cooperate with audits and monitoring associated with the review of this application.

The Applicant acknowledges the entire Replication Application was received by the school district in which the existing entity is located, and the school district in which the new entity will be located.

The Applicant acknowledges that all information presented in the application package, if approved, becomes part of the charter and will be used for accountability purposes throughout the term of the charter, and that the charter may be amended or modified by the SCSB authorized amendment process.

The Applicant acknowledges that the charter school governing board is subject to all Utah statutes regarding charter schools as well as all relevant federal, state and local laws, and requirements, and should be in compliance with such.

The Applicant acknowledges that the governing board will submit any lease, lease-purchase agreement, or other contract or agreement relating to the new entities' school facilities or financing of the facilities to SCSB for review and advice prior to entering into the lease, agreement, or contract.

The Applicant acknowledges that a physical site for the new entity must be secured and under contract or appropriate permits obtained and ground breaking occurs no later than January 1 of the year the new entity is scheduled to open.

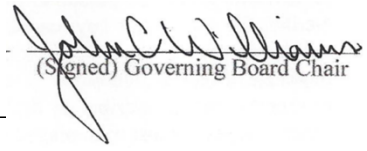
The Applicant certifies that no later than 15 days after securing a building site, the governing board shall notify the local school district of the exact school location.

The Applicant acknowledges that if approved to operate a Replication charter school, the Applicant must execute the charter amendment, specific to the Replication school, within six months of the date of approval of the Replication by the State Charter School Board.

The Applicant acknowledges that if approved to operate a Replication school, the Applicant must secure a site within twenty-four months of approval, or forfeit approval.

John C. Williams

Name of Board Chair



(Signed) Governing Board Chair

November 1, 2018

2. School Entities Information

Name of Sponsoring School Entity eligible for Replication ('existing entity'): **Utah Military Academy**
Name of Replication School ('new entity'): **Utah Military Academy**
Purpose and Mission of the School: The Utah Military Academy will prepare cadets as leaders to thrive in any competitive environment upon graduation with a focus on entrance into the military academies, ROTC scholarship programs in colleges and universities or other technically challenging opportunities related to the military culture. All of which result in maximizing their potential throughout life. Utah Military Academy recognizes academic excellence is a requirement for admission to a United States Military Academy or to qualify for ROTC scholarships. In order for students to be fully prepared for its rigorous high school curriculum, the school will admit students beginning in seventh grade in order to build and strengthen necessary academic skills. We will also engage the family and community in supporting this culture both on campus and off. An important part of program implementation is the hiring and development of our professional staff. We recognize that many of the finest teachers may not have a military background, which will first entail a strong exposure and then complete adoption of culture among staff. It is from the demonstrated leadership of our staff that culture will be shared with cadets, family, and community.
Name of School Representative: **Matt Throckmorton**
Contact Information for School Representative: matt@utahmilitaryacademy.org
Sponsoring School Location School District: Weber
Application was received by jstephens@wsd.net on November 1, 2018

Replication School Location School District: Washington County, Logan City, and Cache County School Districts
Application was received by larry.bergeson@washk12.org, frank.schofield@loganschools.org, steve.norton@ccsdut.org on November 1, 2018

Required Exhibits:

- See Exhibit 1 for list of individuals designated to receive founder status.

3. Governance Structure

In this section you will be providing information regarding the consistency in the governance structure between the existing entity and the new entity. Answer the following question about the entity that will operate the new school by checking the appropriate box and completing any additional information requested.

☒ Yes, the existing entity's Board will govern the new entity.

☒ *Statement of Consistency:* By checking this box, I understand and agree that the Replication Application process requires the organizational structure of the new entity to be consistent with the organizational structure of the existing entity.

Below, list the names and positions of all Board Members (officers, members, directors, partners) of the existing entity, and their positions. Also list any other current charters in which they act as a corporate principal or charter representative. Add rows as necessary.

Name	Position	Current Charter Affiliations
LTC Chuck Williams	Chair	UMA
Curt Oda	Vice Chair	UMA

Captain Sherrain Reber	Secretary/Treasurer	UMA
Merlynn Newbold	Trustee	UMA
Vickie McCall	Trustee	UMA
Chris Herrod	Trustee	UMA
Darren Beck	Trustee	UMA; Rockwell Charter High School

Required Exhibits:

- See current Bylaws in Exhibit 2
- See Minutes of the board authorizing application for Replication in Exhibit 3

4. Education Service Providers

In this section you will be providing information regarding the consistency in the use of Education Service Providers between the existing entity and the new entity. Answer the following questions regarding Education Service Providers (ESP) by checking the appropriate box and completing any additional information requested.

Does the existing entity have a relationship with an ESP?

☒ Yes (Complete Section A)

☐ No (Skip Section A)

Section A: Education Service Providers

☒ *Statement of Consistency:* By checking this box, I understand and agree the Replication Application process requires that the contractual relationship of the new entity with an ESP to be consistent with the contractual relationship of the existing entity with an ESP.

What is the name of the ESP? Charter Solutions and Spedco

Required Exhibits:

- See a copy of the service agreements in Exhibit 4

5. Target Population and Enrollment

In this section you will be providing information that supports the replication of the existing charter in an identified area or with an identified population.

☒ *Statement of Consistency:* By checking this box, I understand and agree that the target population of the new entity should be similar to the target population of the existing entity, and that differences must be addressed in responses to the questions below.

☒ *Statement of Consistency:* By checking this box, I understand and agree that the enrollment policies of the new entity must be consistent with the enrollment policies of the existing entity, and that enrollment of students cannot begin until the Replication Application is approved.

Grades Requested for New Entity: 6-12

Projected Maximum Enrollment of New Entity: 420

	Grades and Specific Number of Students Served by Grade													Max Enrollment
Year 1	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 21-22							60	60	60	60	60	60	60	420
Year 2	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 22-23							60	60	60	60	60	60	60	420
Year 3	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY 23-24							60	60	60	60	60	60	60	420

School Calendar Type: Standard

If Alternative, describe in ten words or less: Click here to enter text.

Instructional Days: 180 Target Start Date: August 22, 2021

Attach a clear, specific and concise response about the proposed target population. The expected page length for all five questions is no more than two pages.

- **See Exhibit 5 for target population and enrollment information.**

5-1. Describe the population of the existing entity that includes a demographic profile listing the percentage of minority students, the percentage of students with disabilities qualifying for special education services, the percentage of economically disadvantaged students, the percentage of English Learners, academic performance of students entering the school, and distance travelled by current students.

5-2. Compare the description in 5-1 to the local school district of the existing entity.

5-3. Identify the target population of the proposed school, demonstrating a clear understanding of the students the school intends to serve including the percentage of students with disabilities qualifying for special education services, the percentage of economically disadvantaged students, the percentage of English Learners, whether the students will be primarily neighborhood or commuter, and current levels of academic performance.

5-4. Describe the market analysis that supports the successful enrollment of the projected student count from the target population. Include what makes this school unique or needed.

5-5. Describe the enrollment practices, processes, and policies of the existing school.

5-6. Describe the enrollment timeframe that will be implemented by the proposed school, to be shared with the public.

6. Facility Acquisition for New School

Attach the following information regarding the proposed location of the new school.

- **See Exhibit 6 for facility acquisition plan and building renderings.**

6-1. Identify the proposed municipality of the new school.

6-2. Attach renderings or describe the facility size and layout suitable for implementing the Educational Plan.

6-3. Describe the timeline for acquiring a suitable facility by the start date identified in Section 5.

7. Educational Plan

To ensure that the charter contract for the new entity reflects the current practices of the existing entity, attach a clear, specific, and concise response regarding the existing Educational Plan. The expected page length for all five questions is no more than two pages.

☒ *Statement of Consistency:* By checking this box, I understand and agree that the Replication Application process requires the Educational Plan of the new entity to be consistent with the Educational Plan of the existing entity.

- **Please see Exhibit 7 for Educational Plan.**

7-1. Provide a description of the sponsoring school's philosophical approach to improving pupil achievement. Include how this philosophy has impacted the success of the existing school. If a different population will be served in the new school, how does this philosophical approach apply?

7-2. Describe the existing program of instruction of the current school, including methods of instruction and curriculum for the core academic content areas, which supports this philosophy and aligns to Utah Core Standards.

7-3. Present an explanation of how the implementation of the existing program of instruction meets the needs of the proposed target population.

7-4. List the *Contractual Agreement Goals* and describe the school's performance against the goals. Include goals identified in the Charter Fidelity Monitoring Report (if charter agreement signed prior to June 2016) or Exhibit A (if charter agreement was signed in June 2016 or later). If the school is not meeting all of its goals, describe the governing board's corrective action plan.

7-5. Describe how the school will provide, as required by state and federal law, special education and related services.

7-6. If your school serves a high school population, identify graduation requirements for the school that will meet State requirements. Describe the process and criteria for awarding course credit.

Required Exhibit:

- Menu of course offerings including course titles and brief descriptions (for schools offering grades 9-12 only). **See Exhibit 7.1**
- RDA scoring letters and APR letters. **See Exhibit 7.2**
- Executive summaries from UPIPS review for the past three years, if applicable. **See Exhibit 7.3**

8. Employee Plan

☒ *Statement of Consistency:* By checking this box, I understand and agree that the employee policies of the new entity should be consistent with the employment policies of the existing entity, including background check requirements, qualifications, evaluations, and nepotism.

8-1. Staff at the new campus will be similar to the other two campuses, namely:

- An administrative team including an Academic Director, a Commandant of Cadets, a Dean of Cadets, and a Special Education Director
- 18 teachers in academic subjects, including a Special education teacher, a CTE teacher, and three JROTC Instructors.
- Additional support staff of a registrar, a school secretary, and a small team of janitorial and facility staff.

9. Business Plan

The **Financial Performance Standard** gauges both near-term financial health and longer term financial sustainability. An existing entity that Does Not the Measures on the CSAF financial performance expectations does not meet the SCSB's expectations and must submit additional information as part of its application.
Answer the following questions regarding the financial performance of the existing entity by checking the appropriate box and completing any additional information requested.

Does the financial performance of the existing entity meet the SCSB's financial performance expectations?

☒ Yes (Skip Section B)

☐ No (Complete Section B)

Section B: Business Plan for Replication

Attach a clear, specific, and concise response regarding budgets and finances.
Required Attachments:

- **Financial Performance Information**: Address each Financial Performance Metric measure where the existing entity is not meeting the measure (see page 4 of the Overview).
- **Start-Up Budget**: Provide a budget to cover expenses projected to occur during the start-up period (Until August 1 of the year the school opens).
- **Three Year Operational Budget**: Provide a budget to cover expenses projected to occur during the first three years of operation.
- **Assumptions**: For each budget, provide a separate document describing assumptions for each line item, to include disaggregated costs, and basis for determining for those costs. Demonstrate through the assumptions that the amounts listed are viable and adequate for the start-up period and first three years of operation.

Note: Templates for the Budgets are provided as separate Excel files.

10. Startup and Implementation Grant Application

The purpose of the Start Up and Implementation Grant is to provide financial assistance for planning, program design, and initial implementation of new charter schools, including satellite and replication campuses. A replication or satellite school is authorized to receive a minimum of $137,500 and maximum of $200,000, based on enrollment (see table) and eligible funds, distributed over three years. Funding is based on projected and actual enrollment and paid out in two payments of 50% at the start of the year and again at mid-year.
The Startup and Implementation Grant is based on UCA §53A-1a-513.5 and USBE Rule R277-470-5.

	Base for up to 200 students	**Pupil Unit for students 201-599**	**Maximum Allocation for 600+ students**
Startup	$75,000	Enrollment x $85	$100,000
Implementation 1	$50,000	Enrollment x $42.50	$75,000
Implementation 2	$12,500	Enrollment x $42.50	$25,000

TOTAL	**$137,500**	**$200,000**

Applicant Instructions

Complete the Startup and Implementation section if the school wishes to be considered for Startup and Implementation funds. Do not include this section with the application if the school does not wish to be eligible for these grant funds.

Grant Assurances

Grant funds may only be used for the following:

- *Post-award planning and design of the educational program;*
- *Research-based professional learning activities for teachers, staff, and board;*
- *Informing the community about the school;*
- *Acquiring necessary equipment and educational materials and supplies;*
- *Acquiring, developing or aligning curriculum, and;*
- *Other initial operational costs, such as:*
  - *Costs associated with creating and implementing office functions;*
  - *Costs associated with the installation of computers, data systems, networks, and telephones;*
  - *Personnel expenses incurred either before or after the school's opening and*
  - *Rental or occupancy costs for the school facility for a reasonable period of time in preparation for the school's opening.*

The board understands that:

- Funding is based on projected authorized enrollment and corrected after the October 1 membership count.
- No funding level is guaranteed.
- If the school's October 1 enrollment falls below the projected enrollment, then the school may lose all or part of the 50% of remaining allocated funds depending on actual enrollment numbers.
- The school shall participate in monitoring activities, including attendance at mandatory trainings and compliance with statute and rule. Failure to comply may result in a loss of funds.
- A budget report on the expenditure of grant money is due to the SCSB at the end of each year and a final report is due at the end of the 2nd implementation year.
- Should the charter school change to non-charter status within ten years of receiving grant funds, grant funds must be reimbursed to SCSB.

_____ (Signed) Governing Board Chair _____ _____November 1, 2018_____ Date

***Budget** - List total dollar amount and details of items to be purchased by category.*

As long as the total amount budgeted in each category is the same at the end of the fiscal year, SCSB approval is not needed. However, if the school chooses to increase or decrease a category total, a new budget must be approved by the school's governing board and by SCSB staff.

Budget Categories	Startup Year	Implementation Year 1	Implementation Year 2	Total
Salaries (100)				
Benefits (200)				
P & T Services (300)	$ 12,000	$	$	$12,000
	ESP startup business services			
Property Services (400)	$	$	$	$
Other Services (500)	$ 36,000	$	$	$ 36,000
	Community outreach, student and teacher recruitment			
Travel (580)	$ 2,000	$	$	$ 2,000
	Mileage to and from new campus			
Supplies and Materials (600)	$	$ 75,000	$ 25,000	$ 100,000
		Technology devices and infrastructure	Curriculum and technology	
Property (700)	$ 50,000	$	$	$ 50,000
	FF&E			
Total	$ 100,000	$ 75,000	$ 25,000	$ 200,000

Exhibit 1—Enrollment Preference

Utah Military Academy does not currently have any enrollees at either campus who gained enrollment through founders' status or other enrollment preference. A preliminary list of Washington County founders is below.

Mark Villagran

Maria Villagran

Matt Mackey

Heather Gleissner

Zach Hansen

Exhibit 2—Bylaws

BYLAWS OF
UTAH MILITARY ACADEMY, INC.

ARTICLE 1
CORPORATION AND OFFICES
Section 1.01 Business Offices. The principal office of the Corporation in Utah shall be located at 7892 Geronimo Drive; Eagle Mountain, Utah 84005. The Corporation may have such other offices, either within or outside Utah, as the Board of Directors may designate or as the affairs of the Corporation may require from time to time.
Section 1.02 Registered Office. If a registered office of the Corporation is required to be maintained in Utah, it may be, but need not be, the same as the principal office in such state and the address of the registered office may be changed from time to time by the Board of Directors.
Section 1.03 The name of the Corporation shall be Utah Military Academy, Inc. The Corporation shall not have a seal but may design a logo. The Corporation may at its pleasure by a vote of the Board of Directors change its name with a 2/3rds vote.
ARTICLE 2
MEMBERS
Section 2.01 No Members. The Corporation shall have no members.
ARTICLE 3
BOARD OF DIRECTORS
Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in the Utah Revised Nonprofit Corporation Act, the Articles of Incorporation or these Bylaws.
Section 3.02 Number, Election, Tenure and Qualifications. The number of Directors of the Corporation shall be no less than three (3) and no more than nine (9). The Board of Directors shall be made up of the Incorporators at the time the Corporation is legally incorporated and shall serve a term of four years or until such Director has no child[ren] attending Utah Military Academy. Additional Directors shall be elected as follows:

a. Directors shall be elected to the Board by the existing Directors, for a term set by the Board, but not longer than four years. Member terms shall be established such that term ending dates stagger so a majority of Directors' terms do not expire within one year of each other.
b. Beginning in September of the year when the Corporation begins its first operational school year, one Director shall be elected popularly by the parents of students at the school in a manner determined by the Board, whose term shall be one year.
c. No Director shall serve more than three consecutive terms.

Section 3.03 Vacancies. Any Director may resign at any time by giving written notice to the chair or to the secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the Directors then in office, and a Director so chosen shall hold office until the next election of

Directors and thereafter until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation or removal.
Section 3.04 Regular Meetings. Regular meetings of the Board of Directors chair will occur at least quarterly at the Corporation's primary location. Other regular meetings may be called by the Directors as needs or propriety may determine at any time. The first meeting that takes place after the beginning of the school year shall be considered the Corporation's Annual Meeting.
Section 3.06 Quorum and Voting. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.
Section 3.09 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of Directors of attendance at Board meetings may be paid or reimbursed by the Corporation. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.
Section 3.10 Executive and Other Committees. By one or more resolutions, the Board of Directors may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution establishing such committee. The delegation of authority to any committee shall not operate to relieve the Board of Directors or any member of the Board from any responsibility imposed by law. Rules governing procedures for meetings of any committee of the Board shall be as established by the Board of Directors, or in the absence thereof, by the committee itself.
Section 3.11 Officers. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.
Section 3.12 Meetings by Telephone. Members of the Board of Directors or any committee thereof may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.
ARTICLE 4
OFFICERS AND AGENTS
Section 4.01 Number and Qualifications. The officers of the Corporation shall be a chair of the board, a vice chair, a secretary and a treasurer. The Board of Directors may also elect or appoint such other officers, assistant officers and agents, including an executive Director, a controller, assistant secretaries and assistant treasurers as it may consider necessary. One person may hold more than one office at a time, except that no person may simultaneously hold the offices of chair and secretary.
Section 4.02 Election and Term of Office. The elected officers of the Corporation shall be elected by the Board of Directors at each regular annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation or removal.
Section 4.04 Removal. Any officer or agent may be removed by Action of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not in itself create contract rights.
Section 4.05 Vacancies. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the Corporation, by giving written notice to the chair or

to the Board of Directors. An officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.06 Authority and Duties of Officers. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the chair, the Board of Directors or these bylaws, except that in any event such officer shall exercise such powers and perform such duties as may be required by law.

(a) Vice Chair. The vice chair shall assist the chair and shall perform such duties as may be assigned to him or her by the chair or by the Board of Directors. The vice chair, at the request of the chair, or in the chair's absence or inability or refusal to act, shall perform the duties of the chair and when so acting shall have all the powers of and be subject to all the restrictions upon the chair.

(b) Secretary. The secretary shall: (1) keep the minutes of the proceedings of the Board of Directors and any committees of the Board; (2) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (3) be custodian of the corporate records and of the seal of the Corporation; and (4) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the chair or by the Board of Directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(c) Treasurer. The treasurer shall: (1) be the principal financial officer of the Corporation and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the Board of Directors; (2) receive and give receipts for moneys paid in on account of the Corporation, and pay out of the funds on hand all bills, payrolls and other just debts of the Corporation of whatever nature upon maturity; (3) unless there is a controller, be the principal accounting officer of the Corporation and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns and related documents, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the chair and the Board of Directors statements of account showing the financial position of the Corporation and the results of its operations; (4) upon request of the Board, make such reports to it as may be required at any time; and (5) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the chair or the Board of Directors. Assistant treasurers, if any, shall have the same powers and duties, subject to supervision by the treasurer.

4.07 Surety Bonds. The Board of Directors may require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his or her duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

ARTICLE 5

INDEMNIFICATION

Section 5.01 Indemnification of Directors. Officers and Others. The Corporation hereby declares that any person who serves at its request as a Director, officer, employee, chairman or member of any committee, or on behalf of the Corporation as a Director, Director or officer of another Corporation, whether for profit or not for profit, shall be deemed the Corporation's agent for the purposes of this Article 5 and shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement actually and reasonably incurred by such person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason

of such service, provided such person acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Except as provided in Section 5.3, termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create either a presumption that such person did not act in good faith and in a manner which he or she reasonably believed to be in the best interests of the Corporation or, with respect to any criminal action or proceeding, a presumption that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 5.02 Indemnification Against Liability to Corporation. No indemnification shall be made in respect of any claim, issue or matter as to which a person covered by Section 5.01 shall have been adjudged to be liable for negligence or misconduct in the performance of his or she duty to the Corporation unless and only to the extent that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

Section 5.03 Indemnification in Criminal Actions. No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Section 5.01 shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt but in view of all the circumstances of the case, such person is entitled to indemnification for such expenses or fines which such court shall deem proper.

Section 5.04 Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under the Articles of Incorporation, any agreement, any other provision of these bylaws, vote of the disinterested Directors or otherwise, and any procedure provided for by any of the foregoing, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 5.05 Period of Indemnification. Any indemnification pursuant to this Article shall (a) be applicable to acts or omissions which occurred prior to the adoption of this Article, and (b) continue as to any indemnified party who has ceased to be a Director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs and personal representatives of such indemnified party. The repeal or amendment of all or any portion of these bylaws which would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions which occurred prior to such repeal or amendment.

Section 5.06 Insurance. By action of the Board of Directors, notwithstanding any interest of the Directors in such action, the Corporation may, subject to Section 5.08, purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any person indemnified hereunder against any liability asserted against him or her and incurred by him or her in his or her capacity of or arising out of his or her status as an agent of the Corporation, whether or not the Corporation would have the power to indemnify him or her against such liability under applicable provisions of law. The Corporation may also purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the Corporation against any liability, including without limitation, any liability for the indemnifications provided in this Article.

Section 5.07 Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable

requirements and conditions as the Board of Directors may deem appropriate in each specific case, including but not limited to anyone or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the person to be indemnified and to the Corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

Section 5.08 Limitation on Indemnification. Notwithstanding any other provision of these bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the Corporation as an Corporation described in Section 501(c)(3) of the Internal Revenue Code or would result in liability under Section 4941 of the Internal Revenue Code.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Account Books, Minutes and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees. All books and records of the Corporation may be inspected by any Director or his or her accredited agent or attorney, for any proper purpose at any reasonable time.

Section 6.02 Fiscal Year. The fiscal year of the Corporation shall be from July 1 to June 30.

Section 6.03 Conveyances and Encumbrances. Property of the Corporation may be assigned, conveyed or encumbered by such officers of the Corporation as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by applicable statute.

Section 6.04 Designated Contributions. The Corporation may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the Articles of Incorporation. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the Corporation shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special fund, purpose or use. Further, the Corporation shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Corporation's tax-exempt purposes.

Section 6.05 Conflicts of Interest. If any person who is a Director or officer of the Corporation is aware that the Corporation is about to enter into any business transaction directly or indirectly with himself or herself, any member of his or her family, or any entity in which he or she has any legal, equitable or fiduciary interest or position, including without limitation as a Director, officer, shareholder, partner, beneficiary or Director, such person shall (a) immediately inform those charged with approving the transaction on behalf of the Corporation of his or her interest or position, (b) aid the persons charged with making the decision by disclosing any material facts within his or her knowledge that bear on the advisability of such transaction from the standpoint of the Corporation, and (c) not be entitled to vote on the decision to enter into such transaction.

Section 6.06 Loans to Directors and Officers Prohibited. No loans shall be made by the Corporation to any of its Directors or officers.

Section 6.07 References to Internal Revenue Code. All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.
Section 6.08 Amendments. The power to alter, amend or repeal these bylaws and adopt new bylaws shall be vested in the Board of Directors as described herein.
Section 6.09 Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.
Section 6.10 Headings. The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision herein.

Exhibit 3—Board Authorization

Please see following pages.

Board Minutes

Utah Military Academy
Thursday October 25, 2018 – 1700 hours
OPEN TO THE PUBLIC & VIRTUAL

Physical & Virtual – GoToMeeting and Phone call
5120 South 1050 West
1700 - 1800 hours
Toll Free (866) 899-4679
Or, (312) 757-3119
Code: 938-204-869

Call to Order **Chuck Williams 1707 hours**
Present: Sherrain, Matt, Vickie, Curt, Chuck, Darren, Chris
Guests: Jordon, Kevrine, Whitney, Steve, Kit
Pending: Merlynn Newbold

1. Review of Minutes
    a. Page 4. "Rail lines are hardly being used." Curt asks if rail is going to be left, and Woodbury (contractor) said, "It would be discontinued by 2021." Minutes will be amended.
    b. Curt moves to approve as amended, Darren 2nds motion. No objection.
2. Review of Financials – Matt
    a. Curt asks when UMA can plan to have 60 days' cash on hand?
    b. Matt says mid-year FY20
3. Definition of "At-risk, of receive a D or F in tested subject"
    a. Matt presents that since the beginning our "At Risk definition" is Cadets receiving a D or F in tested subjects.
    b. Darren moves to keep "At Risk Definition" the same, Curt 2nds motion. No objection.
4. Adjustments within SITLA (Kevrine Wells)
    a. SITLA Monies going to Technology
    b. Object line #734 needs to be moved to Object line #650.
    c. Curt asks about changes 2 years ago. Matt, Didn't affect UMA at all.
    d. Darren moves to approve the change of Object Line numbers, Curt Seconds. No objection
5. UCA/UG FY19 Plan (Provided, Matt Throckmorton)
    a. Sherrain moves to approve the UCA/UG FY19 Plan, Darren/Vickie second. No objection.
6. Fee Waiver Policy – (Provided at Board meeting, Matt Throckmorton)
    a. Curt/Chris – Line Item, are fees being used for that Subject? Yes.

b. Schools charging exorbitant amounts for Sports Fees, Extra Curricular. UMA has very small fees in comparison. JROTC Fees slightly higher, because they have traveling teams.
c. Fee Waiver Policy reviewed
d. Darren moves Fee Structure/Waiver, Curt Seconds. No Objection.

7. Presentation – NWEA Assessment Data, Assessment Calendar, plan (Steve Carroll)
   a. Steve Carroll explains the report provided.
   b. 9th Grade on Par, higher scores if attended UMA from 7th grade, than coming in as a new 9th grader.
   c. Matt notes SAGE not stable, NWEA has used the same scoring and data gathering methods for 20+ years. Whereas SAGE is constantly changing.
8. Presentation – ACT and ASVAB Data (Major Workman, Mrs. Whitney Horning)
   a. Whitney Horning presents the Tracking form they put together
   b. Working with 9th – 12th graders to ensure and not let anyone slip through the cracks.
   c. Workman updates on Current seniors.
      i. Camp Williams: Goertzen, Battalion Commander, not academy. Nursing JROTC scholarship with U of U, UVU.
      ii. Camp Williams: McGuire meeting Boarding tomorrow, for Academy interviews.
      iii. Hill Field: Battema, USAFA, Cornell AFJROTC Scholarship
      iv. Hill Field: Earnhart, Solid Annapolis/Prep Candidate
      v. Hill Field: Padilla, Working USAFA, Possibly Merchant Marine
      vi. Hill Field: Torres, Working USAFA, Possibly Merchant Marine
      vii. Hill Field: Hatch, USAFA Scholarship
   d. Need to get a "boot camp" type class at both campuses to get Cadets ready for the PT Tests, they need to do.
9. Camp Williams Inspection
   a. Matt explains that Hill Field did an inspection at Camp Williams Campus, and Camp Williams Campus is getting ready to inspect Hill Field Campus.
   b. Putting Together an Inspection form, will send out.
10. Update – Enrollment
    a. Matt gives current numbers for enrollment both campuses.
    b. Both Campuses, lost same number of Cadets up to this point.

    Update – Expansion
    c. Expansion Update moving along, both Logan and St. George.
    d. Chuck wants St. George as priority.
    e. Darren moves to approve the expansion, with St. George as priority, Sherrain Seconds. No Objections.
11. Next Board Meeting
    a. Board Dinner in December, Exact Date TBD.

Adjourn **1826**

Motions:
Minutes approved, as amended.
At Risk Definition approved to remain the same.
SITLA monies Line Item Change Approved.
UCA/UG FY19 Plan Approved.
Fee Waiver Policy Approved.
Expansion Approved, with St. George as Priority.

Actions:
Next Board Meeting, Board Dinner in December, Exact Date TBD

Exhibit 4—ESP Service Agreements

CHARTER SCHOOL BUSINESS SERVICES AGREEMENT

between
UTAH MILITARY ACADEMY
and
CHARTER SOLUTIONS, INC.

This Charter School Business Services Agreement ("Agreement") is made and entered into on June 1, 2017 by and between Charter Solutions, Inc., a Utah Corporation ("Charter Solutions"), and Utah Military Academy a Utah Non-profit Corporation ("Charter Holder"), both parties organized under the laws of the State of Utah ("State"). Charter Solutions and the Charter Holder agree to the terms set forth below.

RECITALS

WHEREAS, the Charter Holder has been authorized by the Utah State Charter School Board and the Utah State Board of Education ("Authorizer"), under the direction of the Utah State Board of Education ("USBE"), to organize and operate a charter school ("Charter") consistent with Title 53A-1a-501, et seq. ("Utah Charter Schools Act"); and
WHEREAS, Pursuant to the Charter, the Charter Holder is governed by a board of directors ("Board"), which is responsible for the operations of the charter school; and

WHEREAS, Charter Solutions provides business services ("Business Services") outlined herein to businesses and public charter schools; and

WHEREAS, the Charter Holder desires that Charter Solutions provides Business Services to the Charter Holder, and Charter Solutions desires to provide its Business Services to the Charter Holder; and

WHEREAS, the Charter Holder and Charter Solutions are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of Charter Solutions business services for the benefit of the Charter Holder and Charter Solutions.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Charter Solutions and the Charter Holder mutually agree as follows:

1. Contractual Relationship. The Charter Holder has entered into an agreement with the Authorizer, which sets forth certain terms and conditions governing the Charter Holder. Under the *Utah Charter Schools Act*, the Charter Holder is vested with all powers and authority necessary or desirable for carrying out its Charter. These powers and authorities include the power to contract with outside service providers, including Charter Solutions, to provide services, including business services. Pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, the Charter Holder hereby contracts with Charter Solutions, to the extent permitted by law, for the procurement of such services contained herein for the Charter Holder, subject to the terms and conditions set forth in this Agreement, and further subject to the oversight of the Board. Charter Solutions acknowledges that this Agreement is subject to the terms of the Charter of the Charter Holder.

2. Term. The term of this Agreement shall commence on July 1, 2017 and continue unless terminated earlier in accordance with the terms and conditions set forth herein, but not longer than five (5) years

(with renewals) in accordance with UCA 63G-6a-1204.

2.1. Amendment or Term Extension. This Agreement may be amended by agreement of the parties. The parties agree to give (30) days prior written notice of their intent to amend or extend this Agreement.

3. Duties of Charter Solutions.

3.1. Provide Charter Solutions Business Management staffing. Charter Solutions will employ, on behalf of the Charter Holder, a Business Manager and/or a Payroll and Accounting Clerk, or combination thereof, equivalent to one and one-half (1.5) full-time equivalents (FTEs), who will perform work primarily at Charter Holder's facility; and who is subject to dismissal by the Charter Holder, after consultation with Charter Solutions' executive team.

3.2. Work to be Performed Under the Direction of the Charter Holder. Charter Solutions shall perform *all* work under the direction of the Board and key school administrators, providing such direction is in accordance with the law.

3.3. Board Meeting Support. A Charter Solutions representative will regularly attend board meetings and provide a financial report to the Board and Administration and discuss any issues related to Charter Solutions' duties or other areas of school finance or related operations.

3.4. Duties and Functions Performed Primarily by Charter Solutions. Charter Solutions shall perform the generalist functions and duties identified. Other add-on services heretofore not outlined shall be negotiated in good faith by both parties to establish the terms and conditions of providing add-on goods or services. Functions and duties provided without limitation include:

3.4.1. General Financial Management

- General accounting, bookkeeping and reporting using Governmental Program Accounting Software
- Assist with public school financial reporting
- Assist with preparation of school budgets and forecasts
- Assist the Board and Administration with annual staffing budgets
- Preparation and submission of Annual Financial Report (AFR/UPEFS) budgets
- Assist with procurement of supplies and materials
- Process accounts payable and expense reimbursements
- Coordinate banking relationships
- Perform account reconciliations
- Manage storage of physical business office records
- Perform period close functions, including year-end close and archiving

3.4.2. General Facility Management

- Coordinate with school maintenance/custodial personnel
- Assist custodial/maintenance/secretarial staff with building operations and access
- Assist custodial/maintenance staff with property service contractor relationships
- Train school staff to properly track fixed assets (those requiring tracking)

3.4.3. General Human Resources Management

- Assist school administrators with new hire processing, including orientation

- Assist school administrators with termination processing, including post-employment issues (school shall perform terminations)
- Process payroll, including recording and remitting appropriate employee deductions
- Facilitate the Board and Administration's activities as they coordinate with benefit brokers for employee benefit plan set-up, renewals and administrative items
- Assist in the processing of workman's compensation and unemployment claims
- Assist Administration (as requested) with employee motivation and incentive programs
- Assist administration with Human Resource records management

3.4.4. General Legal Compliance

- Assist the Board and Administration with school policy development
- Complete reports associated with Business Services
- Assist the Board and Administration with legal compliance items
- Encourage the Board and Administration's activities procuring liability and other insurance
- Encourage the Board to provide for and plan disaster recovery plans (Business Continuity)
- Disclaimer: Neither Charter Solutions, nor its employees are licensed to practice law. Neither Charter Solutions, nor its employees are qualified to provide formal legal advice. Schools shall retain their own legal counsel for legal matters. Neither Charter Solutions, nor its employees are licensed to sell or broker insurance of any kind. Neither Charter Solutions, nor its employees are qualified to provide formal insurance or brokerage consulting, service or advice. Schools shall consult with their own insurance broker for insurance and business continuity matters.

3.5. General Accounting Support Performed Primarily by the Charter Solutions Executive Team. Executed primarily off Charter Holder's campus, Charter Solutions will perform the following functions:

3.5.1. Policy, forms and procedure development services, consisting of development of school business services policy for Board review and approval, including internal controls for schools.

3.5.2. Closing support consisting of reconciliation of systems to control figures, filing monthly reports, year-end reconciliation and closing, and transitioning budget items from year to year.

3.5.3. Audit support, consisting of facilitation of required state and/or federal financial audits, negotiation of Financial Statement changes by CPA firm, ensuring the auditing firm obtains all information necessary for an independent audit, and ensure that state and federal reports are sent in a timely manner.

3.5.4. Provide Board and Administrative support and training including communicating with the Board on regular basis regarding all aspects of school finance operations.

3.5.5. Support the Board and Administration with high-level fiscal, administrative, policy and oversight support, including government relations and Charter Movement issues.

3.6. State Charter School Board and State Board of Education Board Support. Charter Solutions will provide State Charter School Board and USBE support consisting of:

- The establishment of key relationships with the USBE (its employees) and Utah State Charter School Board members

- Working on any key State Charter School Board issues that may have a material affect on the School
- As allowed by law, lobbying the Utah Charter School Board and State Board of Education on behalf of Charter Holder when requested
- Assisting with requests and appeals made by the Charter Holder to the State Charter School Board or the USBE

3.7. Exclusions. This Agreement includes the services contained herein and does not include services for the following aspects of charter school management: start-up services, Charter termination (shut-down) services, academic or instructional program services (including policy and procedures for instructional/non-business services settings), curriculum development or consulting, student services/student discipline or student behavior management, including oversight or consulting, school construction projects or school construction management services, financing or financial advisor services, certified audit services, the certifications of a Certified Public Accountant, tax advisory services, legal services, insurance advisory or brokerage services, CACTUS or educator licensing administrative services, in accordance with both state and federal law, specific services related to background investigation processing and background check result evaluation and record retention of school employees background investigation records (as prescribed by law).

3.8. Insurance. Charter Solutions, Inc. shall maintain General Liability and Professional Practices Liability Insurance on its operations and shall provide an insurance certificate to Charter Holder upon request. Charter Solutions, Inc. shall maintain insurance coverage for losses to Charter Holder associated with a claim arising from Charter Solutions' limited, contractual use of Charter Holder's office space.

4. Duties of Charter Holder.

4.1 Non-Interference. Charter Holder agrees that it shall not interfere with Charter Solutions' good faith performance of the duties set forth in this agreement. Charter Holder has the duty to notify the Charter Solutions executive team in writing of any purported discrepancies, disputes, shortcomings or disagreements (including a claim of breach) regarding the execution of the terms of this agreement. Charter Holder, its Board, employees or designees shall in good faith support the work of Charter Solutions and its employees in its effort to fulfill the obligation set forth in this agreement and shall not act in a manner to willfully circumvent Charter Holder policy, procedures, internal controls; contrary to law, or generally accepted business practices. Charter Holder agrees that it has ultimate decision-making authority and therefore has the authority on its own to circumvent, forgo, rescind, reject or override (Circumvention) the advisory, work, policies, procedures or documents of Charter Solutions at its own discretion and that such overriding authority, when utilized, causes the Charter Holder to retain responsibility and liability for these decisions. Charter Holder understands and agrees that the aforementioned Circumvention may occur by the Board, individual Board members or Administrators and/or other school staff.

4.2 Authority and General Administration of School Rests with the Charter Holder. Both parties acknowledge the administration of the charter school, for oversight and decision-making authority of all aspects of school administration, which includes the duties set forth in this agreement, fall within the oversight of the school's Principal or Director (Director), under the direction of the Board. However, some Business Service functions may overlap with the Board or Director's direct responsibilities; therefore, Charter Solutions will make a good faith effort to work with school administrators and the Board on these items. Charter Holder agrees that the Board and Director will

make a good faith effort to work with Charter Solutions on shared responsibility, including providing administrative assistance to Charter Solutions, and that the school building will be made reasonably available, including permanent office space, to Charter Solutions for the execution of the terms of this Agreement. Charter Holder and Charter Solutions agree and understand that the Board and the Director retain all final decision-making authority for all aspects of school operations, administration, and financial management. Charter Solutions shall perform any and all services under the direction of the Board and the Director and shall institute and enforce the decisions and policies adopted by the Board, insofar as they are in accordance with the law and generally accepted business practices.

4.3 Charter Solutions Documents and Forms—Receipt, Modification, Review and Use. Charter Holder agrees that the forms, guides, checklists, handbooks, documents, presentations, policies and procedures (Documents) presented by Charter Solutions, either electronically or in hard copy form are Document templates, for reference only, and *should not* be used without local modification or adaptation (editing or tailoring Documents for Charter Holder's own purposes) by the Charter Holder. Charter Holder and Charter Solutions acknowledges that each school is different, has its own culture, employee/employment requirements, management philosophy, expectations and that laws and regulations change. Furthermore, Charter Solutions operates under the direction of Charter Holder and as such, Charter Solutions cannot guarantee the efficacy of Documents, policy, practice, recommendation or procedure interpreted or deployed, or not deployed, or implemented by the Charter Holder, its employees, representatives or assigns. Charter Holder acknowledges that in many circumstances, Charter Solutions Documents, forms, guides, checklists, policies and procedures may not be in compliance with current rules and regulations unless maintained by the Charter Holder. In addition, there may be additional or different laws and regulations not contemplated herein, or contemplated in Charter Solutions Documents. Charter Holder agrees to adapt any form or Document provided by Charter Solutions for use in Charter and acknowledges the receipt and/or use of Charter Solution's Documents under the terms of this section of the Agreement.

4.4 Charter Solutions Intellectual Property. Charter Holder agrees that the Documents, systems, forms, guides, checklists, policies and procedures (Intellectual Property) presented, provided or developed by Charter Solutions during the term of this Agreement are provided by Charter Solutions for the use of the Charter Holder only for the duration of the term of this agreement. Charter Solutions retains ownership, trademark and copyright of such Intellectual Property at all times. Upon termination of this Agreement, Charter Holder agrees to negotiate in good faith with Charter Solutions for continued or discontinued use of Charter Solutions Intellectual Property.

4.5 Non-Compete. Charter Holder acknowledges and understands that the all Charter Solutions employees are employees of Charter Solutions, and as such, have signed a non-compete agreement that they will not solicit or engage the services of Charter Holder, nor have their services directly engaged by Charter Holder during their employment, and for a period of 12 months after employment with Charter Solutions. The Charter Holder understands and agrees that it is prohibited from employing, offering or seeking to employ Charter Solutions employees directly.

4.6 Workspace, Supplies, and Administrative Support. Charter Holder will provide appropriate and adequate permanent office work space, classroom space, electronic connectivity, all necessary supplies and equipment, and administrative support for Charter Solutions to fulfill the obligations of this Agreement, including the use of related school equipment, supplies and other assets of the Charter Holder, including Human Resources and technology (Internet) hosting service access. Work space and supplies include, but are not limited to, desk, chair, a private (securable) work area,

portable computer, software, private laser printer, locking filing cabinets, occasional meeting space for Charter Solutions staff meetings, mileage or travel reimbursement and general office supplies and materials. Charter Solutions-owned materials or equipment used on Charter Holder's campus will be properly labeled as Property of Charter Solutions. School administrative support staff shall provide reasonable administrative support for Charter Solutions staff working on Charter Holder business. Charter Holder retains ownership of its supplies and equipment upon termination of this agreement. Charter Solutions retains ownership of its supplies and equipment upon termination of this agreement.

4.7 Insurance. Charter Holder shall purchase and maintain minimum levels of all legally required and other prudent insurance. Charter Holder shall provide an insurance certificate to Charter Solutions upon request.

4.8 Procurement of Insurance of Charter Holder. Charter Holder holds the responsibility to procure all prudent and necessary insurance policies through a licensed insurance broker. Charter Solutions is not a licensed insurance brokerage firm, and as such is not authorized to provide insurance advisory services to Charter Holder. Charter Solutions staff may, as authorized by and under the direction of the Charter Holder, assist with the procurement of needed insurance of the Charter Holder. The Charter Holder is responsible on its own to initiate, solicit and review the options provided by its broker(s), including the results of any coordination work performed by Charter Solutions staff, in order to make insurance decisions.

4.9 Charter Holder has the duty to ensure that competitive bids are solicited, received, evaluated and documented by the Charter Holder for business services, including the services contained herein.

5. Termination of Agreement.

5.1. Termination at Will. Either party for any reason or no reason may terminate this Agreement at any time during the period of this Agreement with 60 days' written notice.

5.2. Charter Holder Termination for Cause. The Charter Holder shall have the right to terminate this Agreement for cause by providing 30 days' written notice to Charter Solutions. "Cause" shall include any of the reasons set forth in subparagraphs 5.2.1, 5.2.2, or 5.3.3 below.

5.2.1. A breach of any of the terms and conditions of this Agreement accompanied by a failure to remedy such breach within 30 days after receipt of written notice of such breach from the Charter Holder; or

5.2.2. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which, after all possible appeals, results in a final judgment or finding that this Agreement, or the operation of the Charter School in conformity with this Agreement, violates the Charter Holder's responsibilities, duties or obligations under the state or federal constitutions, statutes, laws, rules or regulations.

5.2.3. Gross negligence, fraud, or criminal acts of any kind committed by Charter Solutions' employees or agents

5.2.4. The requirement for 30-days' written notice for termination is waived for causes listed in subparagraph 5.2.3

5.3. Charter Solutions Termination for Cause. Charter Solutions may terminate the Agreement for cause prior to the end of the term set forth in this Agreement for any of the reasons set forth in subparagraphs 5.3.1 or 5.3.2 below.

5.3.1. The Charter Holder substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach from Charter Solutions. For this purpose, a material breach may include, but is not limited to, a failure to make payments as required by this Agreement unless the required payment is subject to reasonable dispute, failure of Charter Holder to allow Charter Solutions, in good faith, to fulfill the obligations of this Agreement, illegal activity or ongoing disregard for the law or administrative rules of the State, or any other failure which undermines the joint purposes of this Agreement; or

5.3.2. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse affect on Charter Solutions' ability to perform the obligations set forth in this Agreement.

6. Shared Resources. Charter Solutions will employ staff to perform the work for client Charter Holders. Charter Holders shall have occasional, reasonable use of the expertise of all Charter Solutions staff under the terms of this Agreement, or for such other uses as negotiated. Charter Holder agrees to allow Charter Solutions staff assigned to Charter Holder's campus to be occasionally and reasonably available to other Charter Solutions client schools.

7. Remedies. The sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 5, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 15 days after the due date will be subject to interest charges of two percent (2%) per month.

8. Compensation. In exchange for the Business Services provided in this Agreement, the Charter Holder will pay Charter Solutions $145,962 (the Compensation Amount) for the 2017-2018 school year, payable in equal monthly payments of $12,163.50 beginning on July 1 of the school year and continuing through June 1 of the school year, adjusted annually thereafter (on the same annual term, effective July 1) pursuant to section 8.1. Charter Solutions' employees working, attending state meetings or otherwise traveling on behalf of Charter Holder shall be entitled to reasonable travel expense reimbursement consistent with Charter Holder's policies. Charter Holder or Charter Solutions do not share in budgetary surpluses or deficiencies and acknowledge and agree that Charter Solutions is a contracted third-party service provider. In accordance with the law, and as reasonably requested by Charter Holder, Charter Solutions may provide summary reports or written sworn statements to Charter Holder for the exclusive purpose of determining that gross fees paid to Charter Solutions by Charter Holder are spent in a legal manner.

8.1. Compensation or Rate Adjustment. On July 1 of each year, the Compensation Amount will increase by the same percentage as the percentage increase of the Weighted Pupil Unit and Charter School Local Replacement funding combined. The rate of Compensation Rate Adjustment shall not be less than zero

percent (0%) nor more than five percent (5%) without a joint written agreement of the parties.

9. Data Privacy and Security. Charter Solutions shall procure a license, in Charter Holder's name, for governmental accounting software. The software and all related data shall be the exclusive property of Charter Holder. Charter Solutions shall have access to the data through a Virtual Private Network connection to a secure, off-site redundant server, and shall maintain the data on Charter Holder's behalf, but Charter Solutions shall not have any ability to limit Charter Holder's access, review, or audit data related to Charter Solutions' work on Charter Holder's behalf. To ensure data privacy and security, the employees of Charter Solutions shall sign a Confidentiality Agreement to safeguard confidential and protected information of both Charter Holder and Charter Solutions. Charter Solutions shall comply with internal and external audit requests and fulfill Charter Holder obligations on financial and employee data security, privacy, and transparency.

   9.1. Student Data. Under this Agreement, Charter Solutions shall have no rights to access identifiable student data.

10. No Third-Party Beneficiary Rights. No third-party, whether a constituent of the Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter Holder or Charter Solutions in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

11. Entire Agreement. This Agreement constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are replaced, merged herein, or are superseded by this Agreement.

12. Section Headings. The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

13. Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

14. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that: (i) Charter Solutions may, without consent of the Charter Holder, delegate the performance of but not the responsibility for such duties and obligations of Charter Solutions as specifically set forth herein; and (ii) Charter Solutions may assign, without the consent of the other party, this Agreement to a qualified, interested party or successor entity that acquires through a corporate reorganization substantially all of Charter Solutions' assets and liabilities.

15. Force Majeure. Neither party will be liable for any provisions of this Agreement not performed due to acts of God, acts of war, civil war, riot, terrorism, sabotage, explosion, embargo, fire, flood, natural disaster, accident, labor strike, or other acts, intentional or natural, beyond reasonable control, or with unusual expense.

16. Official Notice. Notices and formal communications required by the terms of this Agreement will be in writing. Notice will be given by certified or registered mail (return receipt requested) to the registered address found on www.chartersolutions.org, facsimile (with confirmation of transmission), or by hand

delivery with written confirmation. Notice will be deemed to be given two (2) days after the date of the mailing or upon the first date of business on or after the date of facsimile or hand delivery.

17. Indemnification. As provided by law, Charter Solutions shall indemnify, defend and hold harmless Charter Holder and its agents, representatives, officers, directors, employees and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys' fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of Charter Solutions or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. Charter Solutions shall reimburse Charter Holder for any and all legal expenses and costs associated with the defense of such claim, demand or suit, subject to the limits of Charter Solutions 's general liability insurance policy.

    As provided by law, Charter Holder shall indemnify, defend and hold harmless and Charter Solutions its agents, representatives, officers, directors, employees, and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys' fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of Charter Holder or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. Charter Holder shall reimburse Charter Solutions for any and all legal expenses and costs associated with the defense of such claim, demand or suit subject to the limits of Charter Holder's general liability insurance policy.

SPECIAL EDUCATION CONSULTING SERVICES
COMPENSATION CONTRACT

SECTION ONE
Parties and Policies

A. This Compensation Contract ("Contract") is between **Special Education Consulting Services** ("SPEDCO") and **Utah Military Academy** ("School") a Charter School (headquarters) located in **Riverdale, UT** for the period of **August 1, 2018** through **July 31, 2019.** This Contract identifies the dollar amount SPEDCO will be paid for work, how payment will be made, term of the Contract, enforcement of the Contract and other Contract provisions. This Contract does not represent a guarantee of work for the entire period specified above.

B. This Contract represents the entire compensation agreement between SPEDCO and School. This Contract supersedes any other agreement, either written or verbal.

SECTION TWO
Assignment and Schedule

C. SPEDCO will perform work as outlined in the bid. By signing this Contract, School is also acknowledging receipt of the bid. This Contract is in effect only during SPEDCO's proposed agreement to act as **SPECIAL EDUCATION CONTRACTOR**.

D. SPEDCO will direct the School's Special Education program and will complete non-teaching tasks either on or off campus according to the bid.

E. This Contract may not be assigned.

SECTION THREE
Compensation, Additional Services and Termination

F. For the units outlined in the Scope of Work, SPEDCO will be compensated **$78,500.00, which will be paid, in 10 equal monthly payments beginning September 2018 and ending June 2019.**

G. SPEDCO's compensation will not be changed or adjusted during the contract period and will be consistent with the bid under which the Contract was awarded. If the parties mutually desire to continue the Contract, they may negotiate changes to compensation prior to the conclusion of the Contract period and adjust the compensation accordingly.

H. In addition, the following **Related Services will be billed monthly**, as applicable:
H.1 **School Psychologist $125.00 per hour**
H.2 **Behavior Specialist $150.00 per hour**

I. Contract may be terminated by either party prior to the end of the Contract period.
I.1 The Contract may be terminated with 10 days' written notice to the other party, with or without cause, by either party.
I.2 If Contract is terminated by either party; SPEDCO's fees and payments will be prorated proportionate to the number of days worked out of the scheduled days.
I.3 The final, prorated payment will be made on the regular payday for the pay period that includes the date of termination.

SECTION FOUR

Equipment and Materials

J. SPEDCO will have access to School property, equipment, and materials in performing the duties associated with SPEDCO's job if needed.

K. All work products shall be considered work made for hire by Contractor.

SECTION FIVE

Indemnification

L. Neither party to this Contract will indemnify the other against any claims by third parties arising from conduct of Special Education Consulting Services under this Contract.

SECTION SIX

Confidentiality

M. School Confidentiality: The terms of this Contract are confidential between SPEDCO and School. Neither party shall discuss the terms of this Contract with other School employees and/or other parties that do not have a business need to know. Notwithstanding the foregoing, School may provide information related to SPEDCO's compensation as required by law.

N. SPEDCO Confidentiality: To perform the services necessary under this Contract, SPEDCO contractors will require access to student information, including information protected by State and federal law.

O. SPEDCO agrees to maintain confidentiality of this student information.

SECTION SEVEN

Non-Compete

P. School understands and acknowledges that the SPEDCO contractors placed in the School have signed a non-compete agreement that the contractors will not solicit or engage the services of School, nor have their services directly engaged on either an employment or independent consulting by School for a period of 2 years after contracting with SPEDCO.

Q. The School also agrees that it shall not offer or seek to employ or engage SPEDCO contractors directly or indirectly for the same period of 2 years after contracting with SPEDCO.

SECTION EIGHT

Eligibility

SPEDCO agrees to provide the following evidence of eligibility to School:

R. Documentary evidence of identity and eligibility for employment in the United States.

S. Evidence of a current Utah educator license

T. Completion of a criminal background check. (A current educator license will fulfill this requirement.)

U. Evidence of liability insurance.

SECTION NINE

Attest

V. This Contract represents an acknowledgement of both parties. Either party to this Contract may terminate the Contract at any time with or without notice, for any legal reason, or for no reason. Neither party shall have any claim for wages or services beyond the termination date, except as provided in Subsection I.2.

X. This Contract constitutes the entire agreement between the parties with regard to salary or wages. This Contract supersedes any other agreement regarding salary or wages, either written or verbal.

Y. If any portion of this Contract is deemed by a court of competent jurisdiction to be nonbinding, it shall not affect any other portion of said Contract.

Z. This Contract will be governed by and interpreted in accordance with the laws of the State of Utah.

AA. The Parties below understand and agree to the above.

_____

Matt Throckmorton, Utah Military Academy Executive Director

_____

Amy E. Trombetti, Special Education Consulting Services

Signature: Matt Throckmorton
Matt Throckmorton (Jun 29, 2018)

Email: matt@utahmilitaryacademy.org

Signature: Amy Trombetti (Jul 2, 2018)

Email: spedco.director@gmail.com

SPECIAL EDUCATION CONSULTING SERVICES
COMPENSATION CONTRACT

SECTION ONE
Parties and Policies

SECTION TWO
Assignment and Schedule

SECTION THREE
Compensation, Additional Services and Termination

SECTION FOUR

Utah Military Academy Contract 062118

Adobe Sign Document History 07/02/2018

Created:	06/21/2018
By:	Marlies Burns (spedco.business@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyytoUrCbEynnjQAsD4atsOJ4I2kb7Hn-

"Utah Military Academy Contract 062118" History

Document created by Marlies Burns (spedco.business@gmail.com)
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07/02/2018 - 7:12:36 AM PDT

Adobe Sign

Exhibit 5—Target Population and Enrollment

5-1. Utah Military Academy currently has two operational campuses, one located in Riverdale and the other in Lehi. Demographics are similar in each location, as outlined and compared to the school districts from which students for the new campuses will primarily come from. UMA has chosen to include the Cache County School District because it is likely many students who attend the Logan campus will reside in the Cache County School District boundaries.

Students who enter UMA have varied levels of academic performance. While there are some cadets who are looking to enter United States Military Academies and excel in the classroom, many others are students who are looking to enlist in the military and tend to excel in the technical and trade areas, typically with lower academic performance. The NWEA assessments conducted at UMA show that on average students are about one year below grade level at entrance. There is also a higher percentage of students with disabilities qualifying for special education services enrolling at UMA that in traditional district schools. As discussed in Exhibit 7, UMA is working to increase the academic performance of all students, but the gap to close is significant.

The students of the existing campuses travel anywhere from 0.5 miles to 45 miles, with an average commute of about 15 miles.

	UMA—Hill Field (Riverdale)	**UMA—Camp Williams (Lehi)**	**Logan School District (calculated from high schools)**	**Cache County School District (calculated from high schools)**	**Washington County School District (calculated from high schools)**
% of minority students	35	34	37	11	16
% qualifying for special education services	18	17	11	<10%	11
% of economically disadvantaged	35	25	50	23	32
% of English learners	6.5	8	<10	<10	<10

5-2. The percentage of students identified as economically disadvantaged is fairly close to current UMA enrollment numbers, as are the percentage of English learners. However, there are

significantly less students of ethnicity in Cache and Washington school districts, and all districts have substantially less students qualifying for special education services than UMA.

5-3. Utah Military Academy targets students who desire an education which prepares them for success in a military career. The school combines military culture with a rigorous academic program, enabling students to be top contenders for highly competitive appointments to military academies and ROTC scholarships.

UMA is planning on having a similar population at the new campuses as at the existing, which generally reflect the district demographics. The exception is the special education population, but since both existing locations have special education populations higher than the districts which they are located in, UMA anticipates these numbers will be higher at the new locations as well.

It is anticipated that the majority of students will commute to the school, and probably have about the same travel distance average as existing campuses.

5-4. Utah Military Academy fills a unique mission of preparing students for future military careers. Currently, there are no JROTC programs in the Logan City or Cache County School Districts, making UMA the only option for students in these districts to have the opportunity of participating in JROTC programs. While Washington County has two JROTC programs, they are not able to supply the comprehensive military preparation and experience that UMA does. Extensive market research has not been conducted, but parent groups supportive of UMA have been established in both communities and a list of interested students is growing. With Utah ranking 41st in the nation for military recruits, UMA believes this proven military preparatory school is needed to increase the number of Utah residents participating in the United States Armed Forces.

5-5. UMA follows all applicable laws and rule regarding enrollment and lottery, including public notification procedures, and will implement the same policies and procedures at the new locations. Complete enrollment policies and procedures are available through the school upon request, as space prohibits the inclusion of them in this document.

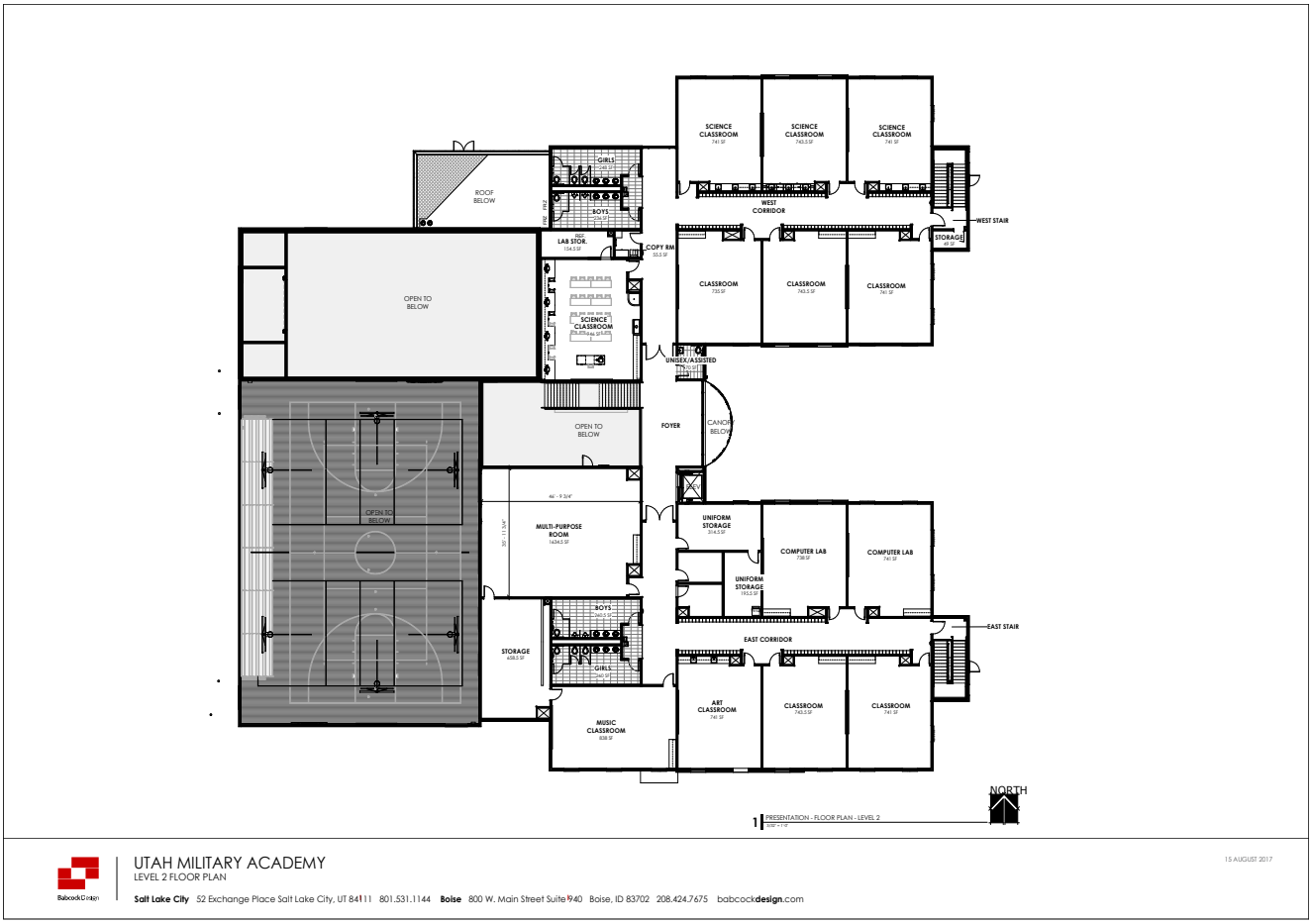
UMA does not discriminate against anyone regarding religion, gender, race, national origin, color, disability or age in enrolling students within the confines of state law and rule (i.e. a student must be eligible to enroll in a Utah public school in order to enroll at UMA).

5-6. Upon approval from the Utah SCSB and USBE, UMA will begin advertising the opening of the new campuses, likely in March 2019. Public outreach and marketing will be ongoing throughout the summer and fall, with a lottery to be held in mid-February 2020. If all seats are not filled in the initial lottery, additional enrollment periods and lotteries will be held until enrollment is filled or school begins, whichever occurs first.

Exhibit 6—Facility Acquisition

6.1 The proposed municipalities for the satellite campuses are Logan, Utah and St. George, Utah.
6.2 The Camp Williams campus of Utah Military Academy was completed in August 2018, and renderings of the building are included here. While both of the satellite campuses will house fewer students, the plans can be adjusted with minimal effort to reduce the number of classrooms and administrative office area. Having the basic plans in place will help reduce cost and time during the design phase of the project. The building will include an administrative office area, gymnasium, cafeteria, approximately 18 classrooms, including science labs, and grounds on the exterior for military drills, physical education, and sports.

AERIAL PERSPECTIVE VIEW



6.3 Utah Military Academy has a facility acquisition timeline that will allow ample time to complete the building prior to school opening in the fall of 2020, as outlined.

- March 1, 2019—Issue RFP for developer(s) for each campus. Bidders may choose to bid on one or both campuses.
- April 2019—Review bid submissions, interview final candidates, and select developer(s).
- May 2019—Sign contract for development after legal approval is granted, work with developer(s) to secure land as outlined in the RFP response(s). Begin working with design firm to modify plans for smaller scale and specific sites, as well as begin working with municipalities on requirements necessary to secure a building permit from the Utah State Board of Education (USBE).
- June-July 2019—Ensure land purchases and design work are complete and request building permit from USBE.
- August 2019-June 2020—Construction of facilities; UMA will ensure all necessary USBE reports are submitted in a timely manner and are accurate, and monitor progress of project through participation in construction meetings with the developer and contractors.
- July 2020—UMA takes possession of facilities following final inspections and receipt of certificate of occupancy from USBE.

Exhibit 7—Educational Plan

7-1. Utah Military Academy believes a robust academic environment and high expectations are beneficial in helping students achieve their potential. UMA believes every student can succeed with the proper support, instruction, and determination. Many students entering UMA are below grade level academically, but are making significant gains on the NWEA assessment (below), illustrating the approach to education at UMA is working. The anticipated student population of the new campuses are expected to be similar to the current student demographics, making this approach relevant and likely successful.

Utah Military Academy 2017-2018 NWEA Results

Based on NWEA data from SY2018, it is apparent that UMA cadets are far behind the national curve in every subject but science when they first enroll at UMA, but growth at UMA improves exponentially each year, especially when cadets attend UMA for 3+ years.
An evidence is that 9th grade cadets who attended since 7th grade scored 3.3 points higher on average than 1-2 year classmates.
By graduation, UMA cadets have narrowed their gaps and exceed the national proficiency scores on average.

		Nat'l Fall Average	UMA Fall Average 2017	Nat'l Spring Average	UMA Spring Average 2018	UMA RIT compared to Nat'l RIT	Yearly Nat'l Growth	Yearly UMA Growth	UMA Growth compared to Nat'l Growth
Math	7th Grade	222.6	212.7	228.6	217.6	-11	6	4.9	82%
	8th Grade	226.3	217.1	230.9	224.9	-6	4.6	7.8	170%
	9th Grade	230.3	222.4	233.4	229.3	-4.1	3.1	6.9	223%
	9th Grade Cadets Attending UMA since 7th Grade:				232.2	-1.2		9.8	
	10th Grade	230.1	226.7	232.4	230.6	-1.8	2.3	3.9	170%
	11th Grade	233.3	230.7	235	236.5	1.5	1.7	5.8	341%
	12th Grade		229.4		240.5				
Reading	7th Grade	214.4	202.8	218.2	209.9	-8.3	3.8	7.1	187%
	8th Grade	217.2	210.7	219.1	216.4	-2.7	1.9	5.7	300%
	9th Grade	220.2	211.2	221.3	214.9	-6.4	1.1	3.7	336%
	9th Grade Cadets Attending UMA since 7th Grade:				219.1	-2.2		7.9	
	10th Grade	220.4	212.5	221	219.9	-1.1	0.6	7.4	1233%
	11th Grade	222.6	215	222.7	219.3	-3.4	0.1	4.3	4300%
	12th Grade		217.4		215.9				
Language	7th Grade	214	207.5	217.6	210.3	-7.3	3.6	2.8	78%
	8th Grade	216.2	212.6	219	216.8	-2.2	2.8	4.2	150%
	9th Grade	218.4	211.3	220.4	217.4	-3	2	6.1	305%
	9th Grade Cadets Attending UMA since 7th Grade:				220.6	0.2		9.3	
	10th Grade	218.9	213.2	220.1	221.9	1.8	1.2	8.7	725%
	11th Grade	221.5	217.7	222.1	223.7	1.6	0.6	6	1000%
	12th Grade		217.7		221.7				
Science	7th Grade	207.2	209.4	210.9	214.5	3.6	3.7	5.1	138%
	8th Grade	210.3	213	213.5	217.4	3.9	3.2	4.4	138%
	9th Grade		215.6		219			3.4	N/A
	9th Grade Cadets Attending UMA since 7th Grade:				222.1			6.5	N/A
	10th Grade		219.2		222.1				
	11th Grade		217.6		223.7				
	12th Grade		217.2		219.7				

7-2. The majority of classes are taught in a traditional classroom setting with teachers combining traditional lectures with assignments, projects, and tests. UMA does allow students to participate in some online learning in an effort to broaden the number of Advanced Placement and foreign languages courses available to students. Curriculum for core academic content areas is selected using the Recommended Instructional Materials System (RIMS) database housed by USBE. Teachers have the ability to supplement basic core texts and materials in order to meet Utah Core Standards if necessary. When evaluating curriculum for use, the

UMA team considers how well the content, delivery methods, assignments, and assessments align with the school's mission and vision. As UMA already has two campuses in operation

7-3. Based on the academic progress illustrated in 7-1, the existing program of instruction to increase academic performance of students is successful. The inclusion of JROTC and other supporting classes combined with the military culture of discipline and accountability create the unique program that is currently meeting the needs of the school's target population.

7-4. Utah Military Academy does not have an Exhibit A, and has not received a charter fidelity monitory agreement, aside from a survey in 2016. Due to changes in state testing and reporting, those goals are no longer relevant. As previously described, UMA is making significant gains in academic achievement, particularly for the cadets who remain at UMA once they enroll.

UMA has encountered some significant challenges which were somewhat expected when we applied in 2014, though the the scale of the challenges has been a bit surprising. These challenges include having roughly 2/3 of cadets enrolling at UMA below grade level according to NWEA; a military environment attracting an abnormally large special education population that is well above state and charter averages; the general perception of a military school being a "reform" school; and then, that of relevance.

UMA has addressed these challenges by putting supports in place to help students recover gaps in learning, and this approach has shown tremendous results, though we have more work to do. Academic performance data, specifically NWEA, shows that over 2/3 of our cadets come to us below grade level, but after three years of attendance at UMA the average cadet is back on grade level and working to get ahead. We recognize this data is not reflected in our SAGE scores, though we note that the trend of our SAGE scores is that of overall progress.
UMA has found success in redirecting typical energies into relevance in the classroom to improve academic achievement. This discussion about relevance is important to all cadets, not just cadets that come to us with challenges. The proper question to ask a cadet, is not if they want to go to college, but if they want to be officers or enlisted. This career desire will have a tremendous impact on what cadets consider relevant, and thus "buy-in." A cadet that wants to be a US Navy Seal, knows they need to score high on the ASVAB, PT Tests and leadership overall, though they realize that the ACT is not important to them. Inversely, a cadet that seeks to be an officer will focus a tremendous amount of time and energy on the ACT, and ignore the ASVAB. How we help our cadets find relevance at UMA is by employing a focus we call "Exit Point."

School staff meet with every cadet and discuss what they want to work toward upon graduation. Most cadets know their general trajectory, though for all cadets, we focus on discovering, and/or reaffirming their next step. From here we reverse engineer their academic focus at UMA to ensure they are best prepared for their "Exit Point." This model has produced tremendous results, to include the most Congressional Nominations of any Public School in America for FY18. This strategy involves, not just academics, but leadership, technical and private sector internships. In an average year we will place over one-hundred interns, which is not reflective in our SAGE scores, but is reflective upon the success of our cadets upon graduation.

Our specific strategy to improve our SAGE, and now RISE scores, includes intense focus on reading and basic math skills. We have stabilized our staffing, which enables great professional development. We have increased our SAGE participation rate, which enables greater 'buy-in' to our wholistic approach. Additionally, we have increased cross-collaboration in several departments. Finally, we have put together an Academic Team, made up of key leaders, who are focused on refining our curriculum in Math and English. This process will continue as a new, normal administrative task every year.

As these processes mature, we are confident in the increased academic performance on all metrics.

7-5. Utah Military Academy contracts with SpedCo to oversee and direct the special education program at each campus, and they will direct the special education programs at the new locations as well. All special education instruction is provided by UMA teachers and staff under the direction of SpedCo, and in compliance with state and federal law and in compliance with students' individual education plan (IEP). Please see Exhibit 4 for a copy of the contract between UMA and SpedCo.

7-6. Graduation requirements for UMA are in compliance with minimum standards set forth by USBE, including: 4 credits of English, including English 9-12 including applied or advanced coursework as needed; 4 credits of math, including completion of secondary math I and II, 1 credit of applied or advanced math, and 1 math elective; 4 credits of science, including at least 2 from earth science, biology, chemistry or physics; 3 credits of social studies, including 1 for US history, and 0.5 credits each of geography, world civilizations, U.S. government and citizenship, and economics or psychology; 1.5 credits of fine arts; 1 credit of CTE; 0.5 credit of computer technology; 0.5 credit general financial literacy; 2 credits of physical education including 0.5 credit each of health, participation skills, fitness for life, and individual lifetime activities; 3 credits of JROTC classes; student selected electives to complete total graduation credits of 27.

Course credit is awarded by teachers in compliance with class disclosures and UMA policy.

Exhibit 7.1—Course Offerings

A current course offering is available at the following link, and a copy is included on subsequent pages.

https://utahmilitaryacademy.org/dynamic/content/1145/167/2018_hf_hs_course_catalog_qoKeR.pdf

SY 2018: UMA High School Course Descriptions - Math

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Secondary Math 1	**07-08-00-00-090**	**07-08-090-01**	**9**	**12**	**Year**	**Foundation**
Students in Secondary Mathematics I will deepen and extend understanding of linear relationships, in part by contrasting them with exponential phenomenon, and in part by applying linear models to data that exhibit a linear trend. Students will use properties and theorems involving congruent figures to deepen and extend understanding of geometric knowledge. Algebraic and geometric ideas are tied together. Students will experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations.						
Secondary Math 2	**07-08-00-00-100**	**07-08-100-01**	**9**	**12**	**Year**	**Foundation**
Students in Secondary Mathematics II will focus on quadratic expressions, equations, and functions, extend the set of rational numbers to the set of complex numbers, link probability and data through conditional probability and counting methods, study similarity and right triangle trigonometry, and study circles with their quadratic algebraic representations.						
Secondary Math 3	**07-08-00-00-110**	**07-08-110-01**	**9**	**12**	**Year**	**Foundation**
Students in Secondary Mathematics III will pull together and apply the accumulation of learning they have from previous courses. They will apply methods from probability and statistics to draw inferences and conclusions from data, expand their repertoire of functions to include polynomial, rational, and radical functions, expand their study of trigonometry to include general triangles, and use functions and geometry to create models and solve contextual problems.						
CE Math 1050 - College Algebra	**07-04-00-13-020**	**07-04-020-50**	**10**	**12**	**Sem**	**Advanced**
CE Math 1050 is a college algebra course offered by Weber State University. Students earn quantitative analysis (GE math) credit with successful completion of the course (at least a C grade). Students must have a qualifying cumulative GPA of at least 3.0 and a qualifying test score, at least a 23 ACT math score or at least a 60 Accuplacer test score, by January in order to be eligible to register for the course. Students will take a comprehensive midterm and final test written and corrected by WSU. Graphing calculators are not allowed by WSU. Students may use a scientific calculator.						
CE Math 1060 - Trigonometry	**07-04-00-13-020**	**07-04-020-60**	**10**	**12**	**Sem**	**Advanced**
CE MATH 1060 is intended to prepare students for entry into the Calculus sequence by providing rigorous coverage of trigonometric functions, trigonometric identities, and vector analysis. For concurrent enrollment credit, students must meet the following conditions: 1. Have a cumulative GPA of 3.0 or higher, 2. Have an ACT Math score of 23 or higher, or 3. Have taken USU Accuplacer Test with CLM Score of 60 or above within 1 year, or 4. Have successfully completed Math 1050 with a "C" or better.						
Pre-Calculus	**07-04-00-00-020**	**07-04-020-80**	**10**	**12**	**Year**	**Advanced**
Students gain a deep understanding of the fundamental concepts of functions, including trigonometric functions. Precalculus is highly recommended preparation for students planning to continue their formal education beyond high school.						
AP Calculus (AB)	**07-04-00-00-0001**	**07-04-0001**	**10**	**12**	**Year**	**Advanced**
Calculus AB is designed to be taught over a full high school academic year. Most of the year will be devoted to topics in differential and integral calculus. Must follow College Board guidelines. Students must qualify to take AP Calculus by passing both CE 1050 and CE 1060 with a C or above, or by attaining minimum scores on the ACT Math portion or Accu-Placer. Students may receive college credit if pass final exam.						
Math of Personal Finance	**07-07-00-00-020**	**07-07-020**	**11**	**12**	**Year**	**Applied**
For Juniors or Seniors only. Students must have two years of high school math credit as a prerequisite for this course. Includes ideas, concepts, knowledge, skills that will enable students to implement the mathematical skills they need to become wise consumers, savers, investors, credit users, money managers, citizens, and part of a global workforce.						

SY 2018: UMA High School Course Descriptions - Language Arts

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Language Arts 9	**06-02-00-00-040**	**06-02-040**	**9**	**9**	**Year**	**Foundation**
A grade level appropriate exploration of reading, writing, and inquiry						
Language Arts 10	**06-02-00-00-050**	**06-02-050**	**10**	**10**	**Year**	**Foundation**
A grade level appropriate exploration of reading, writing, and inquiry						
Language Arts 11	**06-02-00-00-060**	**06-02-060**	**11**	**11**	**Year**	**Foundation**
A grade level appropriate exploration of reading, writing, and inquiry						
Language Arts 12	**06-02-00-00-070**	**06-02-070**	**12**	**12**	**Year**	**Foundation**
A grade level appropriate exploration of reading, writing, and inquiry						
AP English Language and Composition	**06-01-00-00-092**	**06-01-092**	**10**	**12**	**Year**	**Advanced Foundation Substitute**
An advanced placement course concentrating on writing and the structure of language. Students may receive college credit if pass final exam. Note - Prereqisites Apply. Must have teacher approval. May be taken in place of Language Arts 10, 11 or 12.						
AP English Literature and Composition	**06-01-00-00-093**	**06-01-093**	**11**	**12**	**Year**	**Advanced Foundation Substitute**
An advanced placement course concentrating on writing and the interpretation of literature. Students may receive college credit if pass final exam. Note - Prereqisites Apply. Must have teacher approval. May be taken in place of Language Arts 11 or 12.						
Beginning Speech and Debate	**06-01-00-00-050**		**9**	**12**	**Sem**	**Elective**
A semester course that teaches the skills and strategies of good public speaking. Students will be learning the values of good argumentation and skillful debate practices.						
Advanced Speech and Debate	**06-01-00-00-051**		**9**	**12**	**Year**	**Advanced**
A full year course of the English Department offers instruction in the fundamentals of effective oral delivery, including body control, use of voice and diction, and analysis of audience. Instruction stresses organization, selection, and arrangement of material and use of transitions and rhetorical effects in making speeches to inform, persuade, or entertain. Supporting material, methods of research, critical thinking, logical argumentation, and effective language are applied in learning discussion and debate techniques. This is a competition class; therefore, students are required to compete. This course may be used for Language Arts 12 credit.						
Creative Writing 1	**06-01-00-00-120**	**06-01-120**	**9**	**12**	**Sem**	**Applied**
Teaches the skills ands strategies necessary to write creatively. This course may be used for Language Arts 12 credit.						

Creative Writing 2	06-01-00-00-121	06-01-121	11	12	Sem	Advanced
Teaches the skills ands strategies necessary to write creatively. This course may be used for Language Arts 12 credit.						

Yearbook	06-01-00-00-085	06-01-085	9	12	Year	Applied
A full year class that produces a yearbook. This course may be used for Language Arts 12 credit.						

CE English 1010	06-01-00-00-115	06-01-115	11	12	Sem	Advanced Foundation Substitute
This course will teach students to find, evaluate, and understand sources while emphasizing that sources exist as part of an ongoing conversation. This course is divided into three related sections: reading and sumarizing professional texts, synthesizing the information learned, and producing two formal literature reviews. Students must have an ACT score of at least 18 in English and 18 in Reading. A grade of C or above in this course may be used for University credit and Language Arts 11 or 12 credit.						

Writing Lab	06-01-00-00-033	06-01-033	9	12	Year	Applied
This course consists of reading skills and strategies for struggling writers.						

SY 2018: UMA High School Course Descriptions - Science

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Earth Science	08-04-00-00-010	08-04-010	9	12	Year	Foundation
This is the recommended core science course for Grade 9. The theme for Earth Science is systems as an organizing concept to understand life on Earth, geological change, and the interaction of atmosphere, hydrosphere, and biosphere. Earth's place in the universe, internal structure, atmospheric processes, and natural resources are explored to help students understand how Earth science interacts with society.						
Biology	08-02-00-00-010	08-02-010	9	12	Year	Foundation
This is the recommended core science course for Grade 10. This course includes the topics of ecosystems, cells, heredity, diversity, organ systems and evolution. Students will explain biological ideas and concepts in their own words and relate them to other topics and apply them in new contexts.						
Chemistry	08-03-00-00-010	08-03-010	10	12	Year	Foundation
This is the recommended core science course for Grade 11 or 12. This course includes the topics of atoms, energy, chemical bonds, chemical reactions and solutions. Students will develop an understanding of chemical concepts and determine the relevance of chemistry in their lives.						
Physics	08-06-00-00-020	08-06-020	10	12	Year	Foundation
This is the recommended core science course for Grade 11 or 12. The three topics covered in physics are matter, motion and energy. Everything is part of a system, whether it is book on a table, a cog in a machine, a satellite in orbit or a complex electrical circuit. Physics topics will be developed around systems and the nature of science.						
AP Environmental Science	08-04-00-00-001	08-04-001	9	12	Year	Advanced Foundation Substitute
AP alternative for Earth Science. This course is a study of the human impacts on nature. We will focus on the following topics: Environmental problems, causes and solutions; Ecological principles, cycles and systems; Population growth and dynamics; Pollution of water, soil and air; Energy production, consumption and efficiency; and Biodiversity, conservation and land use. Students will be engaged in discussions, labs, field studies. This course will follow College Board guidelines. Students may receive college credit if they pass final exam. Prerequisites apply. Must have teacher recommendation.						
AP Biology	08-02-00-00-001	08-02-001	10	12	Year	Advanced Foundation Substitute
AP alternative for Biology. This course provides in-depth coverage of the biological concepts taught in first year university biology courses and prepares students for the national AP Biology exam. Must follow College Board guidelines. Students may receive college credit if they pass final exam. Prerequisites apply. Must have teacher recommendation.						
Anatomy and Physiology 1	08-02-00-00-065	08-02-065-01	11	12	Sem	Applied
The Anatomy and Physiology 1 course will study the shape, structure, and function of the human body and its parts. Content includes: basic anatomy and directional terminology, structure and function of body systems and special senses, fundamental concepts and principles of body organization, histology, and hematology.						

Environmental Science	08-04-00-00-020	08-04-020	11	12	Sem	Applied
This course is a study of the human impacts on nature. We will focus on the following topics: Environmental problems, causes and solutions; Ecological principles, cycles and systems; Population growth and dynamics; Pollution of water, soil and air; Energy production, consumption and efficiency; and Biodiversity, conservation and land use. Students will engage in discussions, labs, field studies.						

Geology	08-04-00-00-030	08-04-030	11	12	Sem	Applied
Basic concepts of geology will be studied. Formation of rocks, erosion and landscape evolution, plate tectonics, and interpretation of earth processes from geological data are the foundation of this course.						

Astronomy	08-06-00-00-010	08-06-010	11	12	Sem	Applied
The underlying principles of life, earth, and physical science are integrated in this study of the universe. Historical astronomy, the solar system, comets, constellations, extraterrestrial life, and the evolution of stars are the major topics of study. Observational astronomy skills and critical thinking are fostered through the use of laboratory and field activities.						

SY 2017: UMA High School Course Descriptions - Social Studies

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Geography for Life	09-04-00-00-030	09-04-030	9	12	Sem	Foundation
Core course. Fulfills the requirements for Social Studies secondary students. The course will include map skills with physical and human geography essentials. Though it can be a semester course, it is recommended to be a year long course.						
World Civilizations	09-05-00-00-090	09-05-090	9	12	Sem	Foundation
Core class for 10th grade students. It is designed as a survey class, describing the relationships that have developed over time among major regions of the world: East Asia, South Asia, Southwest Asia (Middle East), Africa, Europe, North America and Latin America.						
US History 2	09-05-00-00-050	09-05-050	9	12	Year	Foundation
A survey of the military, social, political, economic, cultural, and intellectual history of the United States from the Civil War/Reconstruction era to the present. United States History II examines industrialization, immigration, world wars, the Great Depression, Cold War and post-Cold War eras. Themes that may be addressed in United States History II include: American culture, religion, civil and human rights, technological change, economic change, immigration and migration, urbanization and suburbanization, the expansion of the federal government, and the study of U.S. foreign policy.						
US Government and Citizenship	09-06-00-00-020	09-06-020	10	12	Sem	Foundation
This core course will present the major ideas, protections, privileges, structures, and economic systems that affect the life of a citizen in the United States political system. the major ideas, protections, privileges, structures, and economic systems that affect the life of a citizen in the United States political system.						
General Financial Literacy	01-00-00-00-100	01-00-100	9	12	Sem	Foundation
0.5 units of credit is required for graduation. Designed to prepare students for the choices and challenges of today's financial markets and develop a better understanding of personal finance. Topics include income, money management, spending and credit, saving and investion, consumer protection, and risk management.						
US Government and Citizenship	09-06-00-00-020	09-06-020	10	12	Sem	Foundation
Core class that is required for graduation. This course will present the major ideas, protections, privileges, structures, and economic systems that affect the life of a citizen in the United States political system. the major ideas, protections, privileges, structures, and economic systems that affect the life of a citizen in the United States political system.						
AP US Government and Politics	09-06-00-00-010	09-06-010	10	12	Sem	Advanced Foundation Substitute
Studies American Government and emphasizes Supreme court cases. Must follow College Board guidelines. Students may receive college credit if pass final exam.						
Psychology	09-07-00-00-010	09-07-010	11	12	Sem	Elective
Psychology studies the thought processes and behavior of humans and their interaction with the environment.						

Economics	09-03-00-00-020	09-03-020	11	12	Sem	Elective
Elective course for secondary students. Economics studies the production, distribution, and consumption of goods and services in an economy.						

SY 2017: UMA High School Course Descriptions - Fine Arts

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Drawing 1	**02-01-00-00-045**	**02-01-045**	**9**	**12**	**Sem**	**Foundation**
This entry level High School course is centered on the development of observational skills needed in rendering the illusion of 3D forms on a flat surface.						
Drawing 2	**02-01-00-00-046**	**02-01-046**	**9**	**12**	**Sem**	**Advanced**
Prerequisite: Drawing or Foundations I. This intermediate course is designed to provide a more technical visual art skill experience using 2D art related materials and concepts. Should emphasize studio production in exposing students to complex structural drawing, color schemes, compositional devices and design principles. The goal of the course is to create pieces for exhibition or portfolio purposes.						
Painting 1	**02-01-00-00-100**	**02-01-047**	**9**	**12**	**Sem**	**Advanced**
Prerequisite: Drawing 1. As a production oriented class, students will have a chance to explore a few painting mediums, such as watercolor and acrylic. Students will use a variety of techniques to explore realistic and abstract applications of these mediums. Grades will be based on participation, production and work ethic.						
Sculpture 1	**02-01-00-00-130**	**02-01-040**	**9**	**12**	**Sem**	**Advanced**
A beginning course designed to introduce students to the art of sculpture. Students will explore various methods for creating sculptures all of which are based on the elements and principles of art, critical thinking, decision making, and innovative problem solving.						
Band 1 - Beginning Band	**02-04-01-00-001**	**02-04-01-001**	**9**	**12**	**Year**	**Foundation**
Provides opportunities for students to develop their musical potential and aesthetic understanding through learning to play a woodwind, brass, or percussion instrument in a large ensemble band setting.						
Band 2 - Intermediate Band	**02-04-01-00-010**	**02-04-01-010**	**9**	**12**	**Year**	**Advanced**
Prerequisite: Band I equivalent or audition. Further develops and refines core concepts and fundamentals introduced in Beginning Band. Students participate in a large ensemble band.						
Band 3 - Advanced Band	**02-04-01-00-020**	**02-04-01-020**	**9**	**12**	**Year**	**Advanced**
Prerequisite: Audition. Provides opportunities to foster and refine musical expression through instrumental performance, analytical/evaluative skills, and aesthetic judgment. Students participate in a large ensemble band.						
Band 3 - Jazz Band	**02-04-01-00-023**	**02-04-01-023**	**9**	**12**	**Year**	**Advanced**
Prerequisite: Audition. Provides opportunities to foster and refine musical expression through instrumental performance, analytical/evaluative skills, and aesthetic judgment. Students participate in a small ensemble band.						
Orchestra 1 - Beginning Strings	**02-04-03-00-001**	**02-04-03-001**	**9**	**12**	**Year**	**Foundation**
Provides opportunities for students to develop their musical potential and aesthetic understanding through learning to play orchestral string instruments.						

Orchestra 2 - Advanced	02-04-03-00-010	02-04-03-010	9	12	Year	Advanced
Prerequisite: Orchestra I equivalent or audition. Provides opportunities for students to develop their musical potential and aesthetic understanding through learning to play orchestral string instruments.						

Chorus 1 - Beginning Choir	02-04-02-00-001	02-04-02-001	9	12	Sem	Foundation
This course provides opportunities for students to develop their musical potential and aesthetic understanding through singing in a choral mixed ensemble.						

Chorus 2 - Chamber Choir	02-04-02-00-010	02-04-02-010	9	12	Year	Foundation
Prerequisite: Choir I equivalent or audition. Provides opportunities for students to develop their musical potential and aesthetic understanding through singing in a choral mixed ensemble.						

Chorus 2 - Men's Choir	02-04-02-00-015	02-04-02-015	9	12	Sem	Foundation
Prerequisite: Choir I equivalent or audition. Provides opportunities for students to develop their musical potential and aesthetic understanding through singing in a choral tenor/bass ensemble.						

SY 2017: UMA High School Course Descriptions - JROTC

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						

AS100 - Science of Flight	15-00-00-00-060	15-60-100	9	12	Year	Foundation
Core JROTC Course for Grade 9. The Science of Flight: A Gateway to New Horizons is an introductory course and customized textbook that focuses on how airplanes fly, how weather conditions affect flight, flight and the human body, and flight navigation. The course is designed to complement materials taught in math, physics, and other science related courses and is aligned with the National Science Education Standards, the Math Standards and Expectations, and ISTE National Educational Technology Standards for Students. **LE100 - Traditions, Wellness, and Foundations of Citizenship**						

AS200 - Exploring Space	15-00-00-00-060	15-60-200	10	12	Year	Foundation
Core JROTC Course for Grade 10. Exploring Space: The High Frontier course begins with the study of the space environment from the earliest days of interest in astronomy and early ideas of the heavens, through the Renaissance, and on into modern astronomy. It provides an in-depth study of the Earth, Sun, stars, Moon, and Solar System, including the terrestrial and the outer planets. It discusses issues critical to travel in the upper atmosphere—such as orbits and trajectories—unmanned satellites, and space probes. It investigates the importance of entering space and discusses manned and unmanned missions, focusing on concepts surrounding spaceflight, space vehicles, launch systems, and safety. **LE200 - Communication, Awareness, and Leadership**						

AS300 - Aerospace Science	15-00-00-00-060	15-60-300	11	12	Year	Foundation
Core JROTC course for Grade 11. Aerospace Science: A Journey Into Aviation History is a course about aviation history, focusing on the development of flight throughout the centuries. It starts with ancient civilizations, then progresses through time to modern days. It emphasizes civilian and military contributions to aviation, the development and modernization of the United States Air Force, and a brief history of astronomy and space exploration. **LE300 - Life Skills and Career Opportunities**						

AS400 - Global Awareness	15-00-00-00-060	15-60-400	12	12	Year	Foundation
Core JROTC Course for Grade 12. Cultural Studies: An Introduction to Global Awareness is a customized course about the world's cultures. The course is specifically created for the US Army, Marine Corps, Navy, and Air Force Junior ROTC programs. It is designed to introduce students to the study of world affairs, regional studies, and cultural awareness. It delves into history, geography, religions, languages, culture, political systems, economics, social issues, environmental concerns, and human rights. It looks at major events and significant figures that have shaped each region. **LE400 - Principles of Management**						

JROTC - Staff	15-00-00-00-060	15-60-500	11	12	Year	Elective
Cadet Leadership Course. Must be selected by JROTC staff to register.						

JROTC - Beginning Drill and Honor Guard	15-00-00-00-060	15-60-600	9	12	Sem	Elective
Cadets will learn basic principles and reasoning for drill in order to improve communication and team building, and leadership skills. Course will focus on AFJROTC 30 count procedures and drill movements and command voice characteristics.						

JROTC - Competitive Drill	15-00-00-00-060	15-60-650	10	12	Year	Elective
The competitive drill class prepares students to compete at local, regional, and national drill competitions. Students will learn basic and advanced drill sequences in order to compete. Enrollment in the competitive drill class does not ensure a cadet will compete in drill competitions. All primary and alternate positions are determined by the drill team captains and AFJROTC Cadre.						

JROTC - Marksmanship	15-00-00-00-060	15-60-700	10	12	Sem	Elective

The course covers how to organize a JROTC marksmanship program, how to safely and properly conduct air rifle live firing, and teaches basic marksmanship skills that are the foundation for three-position air rifle qualification and competition. Cadet's may participate on the school's air rifle marksmanship team through course participation.

JROTC - Pilot Ground School	**15-00-00-00-060**		**9**	**12**	**Sem**	**Elective**
The course, taught by a FAA certified Ground School Instructor, is the foundation for students interested in receiving a private pilot's license. This challenging course is a college level class. The material covered is an advanced, more in-depth study of aerospace topics to include; aerodynamics, weather, human physiology, FAA rules and regulations, aircraft flight procedures and maneuvers, airfield operations, navigation, and aircraft weight and balance. When the course is completed students should be prepared to take and pass the Federal Aviation Administration (FAA) written examination per requirement of the Federal Aviation Regulations FAR 61-05 Section 61.3.						

JROTC - Rangers	**15-00-00-00-060**		**10**	**12**	**Sem**	**Elective**
The Rangers course consists of a variety of physically demanding challenges including a 5k rucksack march/run with a 20/30lb loaded rucksack. All team members must maintain their pace and cross the finish line together. Additionally there is a timed "rope-bridge" crossing, knot tying and other physical challenges. The course consists of cadets who display extreme dedication to their academics, physical and mental conditioning. Cadets signed up for the course are highly encouraged to participate the Rangers competitive team.						

JROTC - Honor Guard	**15-00-00-00-060**		**10**	**12**	**Sem**	**Elective**
The Utah Military Academy Honor Guard is the public face of UMA. Members are immaculately groomed and perform all movements with precision. They take part in ceremonies and special events around the state to include the Utah State Capital and other high profile events. The Honor Guard was created as an elite ceremonial unit in 1948. UMA Honor Guard performs roughly 75 – 100 events each year. This course will prepare cadets to become active members of the UMA Honor Guard.						

JROTC - Survival	**15-00-00-00-060**	**15-60-750**	**11**	**12**	**Sem**	**Elective**
Introduces cadets to the physical and mental needs individuals must possess to survive in austere situations or environments. Teaches the physiological aspects of survival, required personal protection measures, and where to find necessities required to maintain life.						

SY 2018: UMA High School Course Descriptions - CTE

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Computer Technology 1 Self-Paced Mastery	**32-02-00-00-240**	**32-02-240**	**9**	**12**	**Sem**	**Foundation**
An introduction to computer application software that includes word processing, spreadsheet, database, and telecommunications. An awareness of career opportunities, business ethics, and trends is included.						
Computer Technology 2 Self-Paced Mastery	**32-02-00-00-216**		**9**	**12**	**Sem**	**Foundation**
This course applies advanced concepts and principles using word processing, spreadsheets, databases, and electronic presentation software. Students will integrate applications learned. This course builds on skills included in Computer Technology.						
Word Processing Self-Paced Mastery	**32-02-00-00-370**		**9**	**12**	**Sem**	**Elective**
This course focuses on improving typing speed and document development. As students create a variety of documents, increased efficiency, productivity, quality, and creativity will be evident through their use of basic and advanced software features. Instruction on proper keyboarding technique and recommended styles for business documents will coincide with their software training.						
Computer Programming 1	**35-02-00-00-030**		**10**	**12**	**Year**	**Elective**
An introductory course in computer programming/software engineering and applications. The course introduces students to the fundamentals of computer programming. Students will learn to design, code, and test their own programs while applying mathematical concepts. Teachers introduce concepts and problem solving skills to beginning students through a programming language such as C++, C#, Java, Python, or JavaScript.						
Desktop Publishing 1 Self-Paced Mastery	**32-02-00-00-190**	**32-02-190**	**9**	**12**	**Sem**	**Elective**
This one-semester course provides skill development in the electronic procedures of producing and editing publications. Students will create, format, illustrate, design, edit/revise, and print publications. Improved productivity of electronically produced newsletters, flyers, brochures, reports, advertising materials, and other publications are emphasized. Proofreading, document composition, and communication competencies are also included.						
Desktop Publishing 2 Self-Paced Mastery	**32-02-00-00-191**	**32-02-191**	**9**	**12**	**Sem**	**Elective**
Desktop Publishing II is an in-depth course for the creative-minded student wanting to gain computer experience. The course provides students with the opportunity to learn advanced publishing skills while creating a portfolio containing: newsletters, brochures, invitations, flyers, calendars, and proposals. Professional appearance will be evident in the quality of work produced for student portfolios.						
Business Web Page Design Self-Paced Mastery	**32-02-00-00-280**	**32-02-280**	**9**	**12**	**Sem**	**Elective**
This semester course provides students with an introduction to the Internet. Students will demonstrate a basic knowledge of the Internet and its tools through the use of e-mail, search engines and browsers. HTML and Web publishing software will be used to create, format, illustrate, design, edit, and publish Web pages. Emphasis will be placed on the application of the Internet in business.						
Advanced Business Web Page Design Self-Paced Mastery	**32-02-00-00-290**	**32-02-290**	**9**	**12**	**Sem**	**Elective**

This semester course is a continuation of skill developed in Internet I. This course provides skill development in the electronic procedures of producing, editing, publishing, and maintaining documents on the Internet. Web publishing software and HTML are used to develop the competencies of creating, formatting, illustrating, designing, editing/revising, and publishing documents on the World Wide Web. Proofreading, document composition, and communication competencies are included.

Digital Marketing Self-Paced Mastery	**37-01-00-00-001**	**37-01-001**	**9**	**12**	**Sem**	**Elective**
This course provides the student with an understanding of basic marketing principles and training for entry-level job positions in the exciting, constantly changing service fields of advertising and display. Competing successfully as a specialist requires competency in human relations, communication, selling, management, mathematics, and budgeting. One should also understand the appropriate and productive use of display space, television, radio, newspaper, and other media. Specific training helps the student create, product, and accurately evaluate the efficiency of the various props, exhibits, and advertising strategies.						

Digital Business Applications Self-Paced Mastery	**32-02-00-00-150**	**32-02-150**	**9**	**12**	**Sem**	**Elective**
The business world is progressively more reliant on digital technologies. The Digital Business Applications course is designed to prepare students with the knowledge and skills to be an asset to the collaborative, global, and innovative business world of today and tomorrow. Concepts include the overall digital experience, digital communications with audio and video, and the exploration of career choices. This course also provides an understanding of business concepts and professional development in today's global office.						

Network Fundamentals Certification-Based	**35-01-00-00-030**		**10**	**12**	**Year**	**Elective**
Utah's Network Fundamentals are based on CompTIA 2011 Network+ Objectives. The CompTIA Network+ certification is an internationally recognized validation of the technical knowledge required of foundation-level IT network practitioners.						

Security Fundamentals Certification-Based	**35-01-00-00-036**		**10**	**12**	**Year**	**Elective**
This course will provide students with information on network security including industry wide topics on communication security, infrastructure security, cryptography, access control, authentication, external attack and operational and organization security. This course will also prepare students for the MTA Security Fundamentals and the CompTIA Security+ IT industry certification exams.						

A+ Computer Maintenance & Repair Certification-Based	**35-01-00-00-040**		**10**	**12**	**Year**	**Elective**
Students will learn necessary competencies for an entry-level IT professional including installing, building, upgrading, repairing, configuring, troubleshooting, optimizing, diagnosing, and performing preventive maintenance of basic personal computer hardware and operating systems.						

CS1030 - Foundations of Computer Science - Weber State Concurrent Enrollment	**35-02-00-13-035**		**11**	**12**	**Sem**	**Elective**
This course will give students an overview of computer science and is recommended for those students who plan on completing a degree in the field. Understanding how computers work at the Journeyman level is an important step toward working with them professionally. This class provides that critical first step. The course includes topics such as: History; Tools; Architecture; Data Representation; Operating System; Networks; Internet; Database; Data Structures; File Structures; Programming; Software Engineering; Security & Ethics; and Emerging Technology.						

Law Enforcement	**40-06-00-00-000**	**40-06-000**	**10**	**12**	**Sem**	**Elective**
A course that prepares individuals to perform the duties of police and public security officers, including patrol and investigative activities, traffic control, crowd control, public relations, witness interviewing, evidence collection and management, court procedures and the law in general. Basic crime prevention methods, weapon and equipment operation, equipment maintenance, and other routine law enforcement responsibilities are also included.						

Pre-Engineering	**38-01-00-00-075**	**38-01-075**	**10**	**12**	**Sem**	**Elective**
Engineering scope, content, and professional practices are presented through practical applications. Students in engineering teams apply technology, science, and mathematics concepts and skills to solve engineering design problems and innovate designs. Students research, develop, test and analyze engineering designs using criteria such as design effectiveness, public safety, human factors, and ethics.						

Principles of Engineering	**38-01-00-00-078**	**38-01-078**	**11**	**12**	**Year**	**Elective**
A course that helps students understand the field of engineering/engineering technology. Exploring various technology systems and manufacturing processes help students learn how engineers and technicians use math, science and technology in an engineering problem solving process to benefit people. The course also includes concerns about social and political consequences of technological change.						

Basic Air Frame	**40-09-00-00-001**	**40-09-001**	**11**	**12**	**Sem**	**Elective**
Program 1 of 3. A program with a sequence of courses that prepares individuals to inspect, repair, service, and rebuild all airplane parts, including engines, propellers, instruments, airframes, fuel and oil tanks, control cables, and hydraulic units. These courses are designed to meet Federal Aviation Administration (FAA) requirements for licensing as an airframe and power plant mechanic.						

Air Frame 2	**40-09-00-00-001**	**40-09-002**	**11**	**12**	**Sem**	**Elective**
Program 2 of 3. Advanced program with a sequence of courses that prepares individuals to inspect, repair, service, and rebuild all airplane parts, including engines, propellers, instruments, airframes, fuel and oil tanks, control cables, and hydraulic units. These courses are designed to meet Federal Aviation Administration (FAA) requirements for licensing as an airframe and power plant mechanic.						

Air Frame 3	**40-09-00-00-001**	**40-09-003**	**11**	**12**	**Sem**	**Elective**
Program 3 of 3. Advanced program with a sequence of courses that prepares individuals to inspect, repair, service, and rebuild all airplane parts, including engines, propellers, instruments, airframes, fuel and oil tanks, control cables, and hydraulic units. These courses are designed to meet Federal Aviation Administration (FAA) requirements for licensing as an airframe and power plant mechanic.						

SY 2017: UMA High School Course Descriptions - PE and Health

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Fit for Life	**04-02-00-00-030**	**04-02-030**	**9**	**12**	**Sem**	**Foundation**
Core-required class that provides comprehensive instruction in nutrition, fitness activities, and self-assessment.						
Lifetime Activities	**04-02-00-00-040**	**04-02-040**	**10**	**12**	**Sem**	**Foundation**
Core-required class offered in grade 10 or 11 that provides instruction in up to three lifetime sports activities and physical fitness.						
Participation Skills & Techniques	**04-02-00-00-060**	**04-02-060**	**9**	**12**	**Sem**	**Elective**
High School class taken for elective credit only after core-required P.E. classes are completed.						
PE - Weight Training	**04-02-00-00-056**	**04-02-056**	**10**	**12**	**Sem**	**Elective**
High School class taken for elective credit only after core-required P.E. classes are completed.						
Varsity Sport (Athletic Skill Development)	**04-03-00-00-200**		**9**	**12**	**Sem**	**Elective**
High School Class taken for elective credit in unison to varsity sport's season. Entry by invitation only.						
Health Education 2	**04-01-00-00-010**	**04-01-010**	**10**	**12**	**Sem**	**Foundation**
Advanced required core curriculum course that builds on the concepts and priciples developed in Health I.						

SY 2017: UMA High School Course Descriptions - Foreign Languages

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Spanish 1	**03-07-00-00-011**	**03-07-011**	**9**	**12**	**Year**	**Foundation**
Emphasis placed on speaking skills through reading and writing are addressed. This course provides for the learning of dialogues, common words and expressions and basic language structure as well as oral practice of the language in skits, poetry, dialogues and readings.						
Spanish 2	**03-07-00-00-021**	**03-07-021**	**9**	**12**	**Year**	**Advanced**
Prerequisite: Successful completion of Spanish 1 or placement test. This course continues the development of speaking, listening, reading and writing skills. Narratives and dialogues are used to teach structure and vocabulary. Culture and geography of the native country are taught through reading selections.						
Spanish 3	**03-07-00-00-031**	**03-07-031**	**9**	**12**	**Year**	**Advanced**
Prerequisite: Successful completion of Spanish 2 or placement test. This course stresses reading, writing and speaking skills as well as he use of more elaborate grammar structures. Aural comprehension, oral practice, culture and history of a country are emphasized as they relate to the reading program.						
English as a Second Language		**03-07-041**	**7**	**12**	**Year**	**Advanced**
This course teaches students the basic structures and vocabulary of English, to advance their reading, speaking, and pronunciation skills.						

SY 2017: UMA High School Course Descriptions - Electives

Course Title	State Course Code	Aspire Course Code	Low Grade	High Grade	Sem or Year	Foundation, Supplemental, Applied or Advanced
Description						
Learning Strategies	**15-00-00-00-045**	**15-00-045**	**9**	**12**	**Sem**	**Foundation for Grades 9 and 10**
This course provides opportunities for students to develop their academic potential and understanding of commonly held academic strategies and practices through practice and mentorship.						
Directed Studies	**23-01-00-00-220**	**23-01-220**	**9**	**12**	**Year**	**Foundation for SPED**
Only available for students with IEPs. This course is designed to provide specialized instruction for targeted, individualized education goals for students with disabilities.						
Teacher Assistant	**25-01-00-00-010**	**25-01-010-01**	**11**	**12**	**Year**	**Advanced**
Course used for students serving as a student aide/assistant. **NOT available to Grades 9 and 10**.						
Office Aid	**25-01-00-00-010**	**25-01-010-02**	**11**	**12**	**Year**	**Advanced**
Course used for students serving as a student aide/assistant. **NOT available to Grades 9 and 10**.						

Exhibit 7.2—RDA Scoring Letters and APR Letters

Please see following pages.

UTAH STATE BOARD OF EDUCATION

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April 9, 2018

Mr. Matt Throckmorton, Executive Director
Utah Military Academy
5120 S 1050 W
Riverdale, UT 84405

Dear Mr. Throckmorton,

The Utah State Board of Education, Special Education Services (USBE-SES) has the authority and responsibility of monitoring compliance with federal and state requirements under the Individuals with Disabilities Education Act of 2004 (IDEA) and the Utah State Board of Education Special Education Rules (USBE SER). This responsibility is administered within the framework of supporting positive results for students with disabilities. The USBE-SES must provide an Annual Performance Report (APR) to describe the progress of each Local Education Agency (LEA) and the State toward meeting targets on performance indicators established by the Office of Special Education Programs (OSEP). The USBE-SES considers multiple sources of data including student enrollment, monitoring activities, professional development, stakeholder input, personnel qualifications, use of funding, and any other public information, to identify an APR determination score and the level of monitoring and support required for each LEA. LEA determinations are made annually; therefore the determination about the status of each LEA and the criteria used will be reviewed and possibly modified each year by the USBE-SES. While each LEA is notified of their determination level, the USBE-SES is not required to inform the public, although public information requests must be honored. In making these determinations and in deciding on appropriate enforcement actions for the federal fiscal year (FFY) 2016 APR, the USBE-SES has considered all information available at the time of the determination, including the history, nature, and length of time of any reported noncompliance, and any evidence of correction. If the LEA provided data demonstrating correction of noncompliance in a timely manner within one year, the USBE-SES will consider the LEA to be in substantial compliance regarding that indicator. Determinations for FFY 2016 (2016–2017) included results from all APR-SPP indicators.

The USBE-SES has re-conceptualized its accountability system to more effectively support LEAs in delivering compliant special education programs which lead to positive outcomes for students with disabilities. Several stakeholders were involved in the revision process and provided input and feedback regarding this process. As a result, the USBE-SES provides differentiated levels of monitoring and support to LEAs based on need. While the USBE-SES monitoring and technical assistance efforts will continue to address compliance issues, efforts will focus on working collaboratively with LEAs to develop and strengthen their capacity to implement and scale-up effective instructional practices resulting in readiness for career, college, and independent living.

250 East 500 South P.O. Box 144200 Salt Lake City, UT 84114-4200 Phone: (801) 538-7500

The USBE-SES has completed the annual data review for the 2016-2017 school year. As a result of the data review, Utah Military Academy has been placed in the USBE **Coaching Tier**, with an APR Determination of **Needs Intervention**. The data used in making this determination are enclosed. For more information on the USBE tiers, supports and activities, please visit https://schools.utah.gov/specialeducation/resources/lawsrulesregulations.

Utah Military Academy must complete a Program Improvement Plan to address the areas of need and activities identified in the enclosed table, and any areas of need identified by Utah Military Academy. If Utah Military Academy wishes the USBE-SES to review their Program Improvement Plan, it must be submitted for review by April 30, 2018. Final Program Improvement Plans must be submitted by **June 15, 2018**.

If you have any additional questions, please call Lindsey Adams at (801) 538-7806.

cc: Dr. Jennifer Howell, Special Education Director

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 1: Graduation State Target: ≥ 71.48% Data Year: 2015-2016 Data Source: UTREx Year End	1	100.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2017 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 2: Dropout State Target: ≤ 36.00% Data Year: 2015-2016 Data Source: UTREx Year End	1	20.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 3B: Participation						
Indicator 3B: Numeracy Grades 3-8 State Target: ≥ 95.00% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	1	95.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Indicator 3B: Numeracy Grade 10 State Target: ≥ 95.00% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	4	83.33%	NO	11.67%	The LEA is 11% to 20% below the State target.	1. LEA must conduct a self-assessment related to course-taking patterns and participation of students with disabilities in statewide assessments. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan.
Indicator 3B: Literacy Grades 3-8 State Target: ≥ 95.00% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	1	95.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Indicator 3B: Literacy Grade 10 State Target: ≥ 95.00% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	2	92.86%	NO	2.14%	The LEA is 1% to 5% below the State target.	No required activities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 3C: Proficiency						
Indicator 3C: Numeracy Grades 3-8 State Target: ≥ 19.61% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	19.61%	The LEA is more than 15% below the State target.	1. LEA must conduct a self-assessment on access to the general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include procedures to implement formative assessment in mathematics for students with disabilities.
Indicator 3C: Numeracy Grade 10 State Target: ≥ 9.08% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	9.08%	The LEA is more than 6% below the State target.	1. LEA must conduct a self-assessment on access to the general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include procedures to implement formative assessment in mathematics for students with disabilities.
Indicator 3C: Literacy Grades 3-8 State Target: ≥ 16.98% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	16.98%	The LEA is more than 12% below the State target.	1. LEA must conduct a self-assessment on access to the general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include procedures to implement formative assessment in English language arts for students with disabilities.
Indicator 3C: Literacy Grade 10 State Target: ≥ 10.00% Data Year: 2016-2017 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	10.00%	The LEA is more than 6% below the State target.	1. LEA must conduct a self-assessment on access to the general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include procedures to implement formative assessment in English language arts for students with disabilities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 4: Suspension and Expulsion						
Suspension and Expulsion of Student with IEPs State Target 4A: 0.00% Data Year: 2015-2016 Data Source: UTREx Year End	1	0.00%	YES	0.00%	The LEA meets the State target.	No required activities. USBE may select the LEA for a review of documentation regarding the accurate recording of discipline data for students with disabilities.
Suspension and Expulsion of Students with IEPs Based on Race/Ethnicity State Target 4B: 0.00% Data Year: 2015-2016 Data Source: UTREx Year End	1	0.00%	YES	0.00%	The LEA has no suspensions of students with disabilities for 10 days or more.	No required activities. USBE may select the LEA for a review of documentation regarding the accurate recording of discipline data for students with disabilities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 5: Access to the General Curriculum						
Inside the Regular Class 80% or More of the Day State Target A: ≥ 58.09% Data Year: 2016-2017 Data Source: UTREx December Child Count	1	80.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2017 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Inside the Regular Class Less Than 40% of the Day State Target B: ≤ 13.36% Data Year: 2016-2017 Data Source: UTREx December Child Count	1	5.26%	YES	0.00%	The LEA is at or below the State target.	No required activities.
In Separate Schools, Residential Facilities, or Homebound/Hospital Placements State Target C: ≤ 3.00% Data Year: 2016-2017 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 6: Preschool Settings						
Students Receiving Special Education in Regular Program State Target: ≥ 33.62% Data Year: 2016-2017 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3–5 with disabilities in 2016–2017.	No required activities.
Data	2017 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Students Receiving Special Education in Special Class or School State Target: ≤ 43.16% Data Year: 2016-2017 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3–5 with disabilities in 2016–2017.	No required activities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 7: Preschool Outcomes						
Positive Social Relationships Summary Statement 1: State Target: ≥ 91.12% Data Year: 2016-2017 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2016–2017.	No required activities.
Positive Social Relationships Summary Statement 2: State Target: ≥ 51.80% Data Year: 2016-2017 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2016–2017.	No required activities.
Knowledge and Skills Summary Statement 1: State Target: ≥ 90.56% Data Year: 2016-2017 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2016–2017.	No required activities.
Knowledge and Skills Summary Statement 2: State Target: ≥ 45.39% Data Year: 2016-2017 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2016–2017.	No required activities.
Ability to Meet Needs Summary Statement 1: State Target: ≥ 91.30% Data Year: 2016-2017 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2016–2017.	No required activities.
Ability to Meet Needs Summary Statement 2: State Target: ≥ 63.57% Data Year: 2016-2017 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2016–2017.	No required activities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 8: Parent Involvement State Target: ≥ 79.52% Data Year: 2016-2017 Data Source: Parent Survey	NA	NA	NA	NA	The LEA did not participate in the Parent Survey during the 2016–2017 school year.	No required activities.
Data	2017 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 9: Disproportionality State Target: 0.00% Data Year: 2016-2017 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.
Indicator 10: Disproportionality State Target: 0.00% Data Year: 2016-2017 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 11: **Child Find/Initial Evaluation** State Target: 100% Data Year: 2016-2017 Data Source: UPIPS	NA	NA	NA	NA	The LEA was not selected for sampling on this Indicator during the 2016–2017 school year.	No required activities.
Indicator 12: **C to B Transition** State Target: 100% Data Year: 2016-2017 Data Source: TEDI	NA	NA	NA	NA	The LEA did not have any students who transitioned from Part C to Part B in 2016–2017.	No required activities.
Indicator 13: **Secondary Transition Plans** State Target: 100% Data Year: 2016-2017 Data Source: UPIPS	NA	NA	NA	NA	The LEA was not selected for data collection on this Indicator during 2016–2017.	No required activities. The LEA can expect data collection for this Indicator on an ongoing basis. Professional development on the design of effective and compliant transition plans is recommended.

Data	2017 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 14: Post Secondary Outcomes						
State Target: 14A ≥ 27.50% Data Year: 2015-2016 Data Source: Indicator 14 Survey	1	67.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
State Target: 14B ≥ 75.67% Data Year: 2015-2016 Data Source: Indicator 14 Survey	1	100.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
State Target: 14C ≥ 90.83% Data Year: 2015-2016 Data Source: Indicator 14 Survey	1	100.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.

Data	2017 Risk Score	Comments	Activities
Determination History	3	The LEA is in "meets requirements" for 1 of the prior 2 years.	LEA must conduct a self-assessment to identify which APR indicators are or have been problematic for the LEA.
Improvement Plan Focus on Student Outcomes	1	The LEA Improvement Plan includes a focus on student results based on desired outcomes identified in the LEA data analysis.	No required activities.
Quality of PIP	2	The LEA has submitted a Program Improvement Plan. The plan addresses only areas of LEA selected focus or areas of USBE identified need.	No required activities.
Progress on PIP	2	The LEA provided evidence of progress toward achievement for 75% or more of the goals identified in the PIP.	No required activities.
Findings of Noncompliance	1	The LEA had no findings of noncompliance in the prior school year.	No required activities.
Internal Monitoring	1	The LEA used the UPIPS self-monitoring system (or other USBE-approved LEA system) to review a representative sample of IEP files in 2016-2017.	No required activities.
Dispute Resolution	1	The LEA has no complaints or due process proceedings with findings.	No required activities.
Fiscal	NA	The USBE has determined not to assign a risk score in this area for 2017-2018.	No required activities.
Data Timeliness	4	One to three USBE required reports were not submitted.	1. LEA must conduct a self-assessment to identify policies, procedures, and practices that are preventing timely data submission. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal in the Program Improvement Plan.

Data	LEA Data	Comments	Activities
Prevalence of Students with Disabilities within the LEA Data Year: 2017-2018 Data Source: Dec 1 2017 Child Count	18.34%	NA	NA

UTAH STATE BOARD OF EDUCATION

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Sydnee Dickson, State Superintendent of Public Instruction
Lorraine Austin, Board Secretary

April 11, 2017

Mr. Matt Throckmorton, Executive Director
Utah Military Academy
5120 S 1050 W
Riverdale, UT 84405

Dear Mr. Throckmorton,

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The USBE-SES has re-conceptualized its accountability system to more effectively support LEAs in delivering compliant special education programs which lead to positive outcomes for students with disabilities. Several stakeholders were involved in the revision process and provided input and feedback regarding this process. As a result, the USBE-SES provides differentiated levels of monitoring and support to LEAs based on need. While the USBE-SES monitoring and technical assistance efforts will continue to address compliance issues, efforts will focus on working collaboratively with LEAs to develop and strengthen their capacity to implement and scale-up effective instructional practices resulting in readiness for career, college, and independent living.

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Utah Military Academy must complete a Program Improvement Plan to address the areas of need and activities identified in the enclosed table, and any areas of need identified by Utah Military Academy. If Utah Military Academy wishes the USBE-SES to review their Program Improvement Plan, it must be submitted for review by April 30, 2017. Final Program Improvement Plans must be submitted by June 30, 2017.

If you have any additional questions, please call Lindsey Adams at (801) 538-7806.

cc: Ms. Amy Trombetti, Special Education Director
Ms. Ashley Pobieglo, Special Education Director

Priority Area I: High Expectations and Beliefs						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 1: Graduation State Target: ≥ 69.59% Data Year: 2014-2015 Data Source: UTREx Year End	1	100.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 2: Dropout State Target: ≤ 37.90% Data Year: 2014-2015 Data Source: UTREx Year End	1	0.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 8: Parent Involvement State Target: ≥ 79.52% Data Year: 2015-2016 Data Source: Parent Survey	5	50.00%	NO	29.52%	The LEA is more than 25% below the State target.	1. LEA must conduct a self-assessment to identify barriers to effective parental involvement. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include activities to improve parental involvement.

Priority Area I: High Expectations and Beliefs cont'd						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 14: Post Secondary Outcomes						
State Target: 14A ≥ 26.00% Data Year: 2014-2015 Data Source: Indicator 14 Survey	5	0.00%	NO	26.00%	The LEA is more than 21% below the State target.	1. LEA must conduct a self-assessment to identify barriers to higher education enrollment for students with disabilities. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include activities to improve enrollment in higher education.
State Target: 14B ≥ 72.67% Data Year: 2014-2015 Data Source: Indicator 14 Survey	5	0.00%	NO	72.67%	The LEA is more than 21% below the State target.	1. LEA must conduct a self-assessment to identify barriers to competitive employment for students with disabilities. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include activities to increase rates of competitive employment.
State Target: 14C ≥ 87.83% Data Year: 2014-2015 Data Source: Indicator 14 Survey	5	0.00%	NO	87.83%	The LEA is more than 31% below the State target.	1. LEA must conduct a self-assessment to identify barriers to higher education, other postsecondary education or training, and competitive or other employment for students with disabilities. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include activities to increase rates of post-secondary engagement.
Data	2016 Risk Score	Comments				Activities
Improvement Plan Focus on Student Outcomes	1	The LEA Improvement Plan includes a focus on student results based on desired outcomes identified in the LEA data analysis.				No required activities.

Priority Area II: Content Knowledge and Effective Instruction						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 3: Numeracy Grades 3-8 State Target: ≥ 17.60% Data Year: 2015-2016 Data Source: SAGE, DLM, and UAA results	4	3.03%	NO	14.57%	The LEA is 11% to 15% below the State target.	1. LEA must conduct a self-assessment related to access to the general curriculum and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan.
Indicator 3: Numeracy Grade 10 State Target: ≥ 7.08% Data Year: 2015-2016 Data Source: SAGE, DLM, and UAA results	1	12.50%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Indicator 3: Literacy Grades 3-8 State Target: ≥ 15.48% Data Year: 2015-2016 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	15.48%	The LEA is more than 10% below the State target.	1. LEA must conduct a self-assessment on access to the general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include procedures to implement formative assessment in English language arts for students with disabilities.
Indicator 3: Literacy Grade 10 State Target: ≥ 8.50 Data Year: 2015-2016 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	8.50%	The LEA is more than 6% below the State target.	1. LEA must conduct a self-assessment on access to the general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal within the Program Improvement Plan. 3. LEA SMART-C goals must include procedures to implement formative assessment in English language arts for students with disabilities.

Priority Area II: Content Knowledge and Effective Instruction cont'd						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 7: Preschool Outcomes						
Positive Social Relationships Summary Statement 1: State Target: ≥ 90.92% Data Year: 2015-2016 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2015–2016.	No required activities.
Positive Social Relationships Summary Statement 2: State Target: ≥ 51.60% Data Year: 2015-2016 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2015–2016.	No required activities.
Knowledge and Skills Summary Statement 1: State Target: ≥ 90.36% Data Year: 2015-2016 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2015–2016.	No required activities.
Knowledge and Skills Summary Statement 2: State Target: ≥ 45.19% Data Year: 2015-2016 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2015–2016.	No required activities.

Priority Area II: Content Knowledge and Effective Instruction cont'd						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 7: Preschool Outcomes						
Ability to Meet Needs Summary Statement 1: State Target: ≥ 91.10% Data Year: 2015-2016 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2015–2016.	No required activities.
Ability to Meet Needs Summary Statement 2: State Target: ≥ 63.37% Data Year: 2015-2016 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2015–2016.	No required activities.

Priority Area III: Multi-Tiered System of Supports						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 4: Suspension and Expulsion						
Suspension and Expulsion of Student with IEPs State Target 4A: 0.00% Data Year: 2014-2015 Data Source: UTREx Year End	1	0.00%	YES	0.00%	The LEA meets the State target.	No required activities. USBE recommends a review of LEA data practices and the accurate recording of discipline data for students with disabilities.
Suspension and Expulsion of Students with IEPs Based on Race/Ethnicity State Target 4B: 0.00% Data Year: 2014-2015 Data Source: UTREx Year End	1	0.00%	YES	NA	The LEA has no suspensions of students with disabilities for 10 days or more.	No required activities. USBE recommends a review of LEA data practices and the accurate recording of discipline data for students with disabilities.

Priority Area III: Multi-Tiered System of Supports cont'd						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 5: Access to the General Curriculum						
Inside the Regular Class 80% or More of the Day State Target A: ≥ 57.66% Data Year: 2015-2016 Data Source: UTREx December Child Count	1	100.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Inside the Regular Class Less Than 40% of the Day State Target B: ≤ 13.43% Data Year: 2015-2016 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.
In Separate Schools, Residential Facilities, or Homebound/Hospital Placements State Target C: ≤ 3.00% Data Year: 2015-2016 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.

Priority Area III: Multi-Tiered System of Supports cont'd						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 6: Preschool Settings						
Students Receiving Special Education in Regular Program State Target: ≥ 33.42% Data Year: 2015-2016 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3–5 with disabilities in 2015–2016.	No required activities.
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Students Receiving Special Education in Special Class or School State Target: ≤ 43.36% Data Year: 2015-2016 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3–5 with disabilities in 2015–2016.	No required activities.

General Supervision						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 9: Disproportionality State Target: 0.00% Data Year: 2015-2016 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.
Indicator 10: Disproportionality State Target: 0.00% Data Year: 2015-2016 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.
Data	2016 Risk Score	LEA Data	Comments			Activities
Prevalence of Students with Disabilities within the LEA Data Year: 2016-2017 Data Source: Dec 1 2016 Child Count	4	19.15%	The LEA's prevalence rate of students with disabilities is between 16.00% and 19.99%.			1. LEA must conduct a self-assessment to determine if students are being misidentified as students with disabilities. 2. LEA must apply the results of the self-assessment to the development of at least one SMART-C goal in the Program Improvement Plan.

General Supervision cont'd						
Data	2016 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 11: **Child Find/Initial Evaluation** State Target: 100% Data Year: 2015-2016 Data Source: UPIPS	NA	NA	NA	NA	The LEA was not selected for sampling on this Indicator during the 2015–2016 school year.	No required activities.
Indicator 12: **C to B Transition** State Target: 100% Data Year: 2015-2016 Data Source: TEDI	NA	NA	NA	NA	The LEA did not have any students who transitioned from Part C to Part B in 2015–2016.	No required activities.
Indicator 13: **Secondary Transition Plans** State Target: 100% Data Year: 2015-2016 Data Source: UPIPS	NA	NA	NA	NA	The LEA was not selected for data collection on this Indicator during 2015–2016.	No required activities. The LEA can expect data collection for this Indicator on an ongoing basis. Professional development on the design of effective and compliant transition plans is recommended.

General Supervision cont'd			
Data	2016 Risk Score	Comments	Activities
Determination History	1	The LEA is in meets requirements for 0 of the prior 1 years.	No required activities
Quality of PIP	1	The LEA has submitted a Program Improvement Plan which addresses the areas of USBE identified need as well as areas of LEA selected focus.	No required activities.
Progress on PIP	1	The LEA provided evidence of progress toward achievement of all goals identified in the PIP.	No required activities.
Findings of Noncompliance	1	The LEA had no findings of noncompliance in the prior school year.	No required activities.
Internal Monitoring	2	The LEA used the UPIPS self-monitoring system (or other USBE-approved LEA system) to review 75% or more of a representative sample of IEP files in 2015-2016.	LEA must ensure a representative sample of files is reviewed annually.
Dispute Resolution	1	The LEA has no complaints or due process proceedings with findings.	No required activities.
Fiscal	2	The LEA had 1 area of moderate concern as identified in the FiCAM Risk Rubric.	No required activities.
Data Timeliness	1	All USBE required reports were submitted on or before the deadline.	No required activities.

Utah State Office of Education

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March 2, 2016

Dear Ms. Trombetti,

The Utah State Office of Education, Special Education Services (USOE-SES) has the authority and responsibility of monitoring compliance with federal and state requirements under the Individuals with Disabilities Education Act of 2004 (IDEA) and the Utah State Board of Education Special Education Rules (USBE SER). This responsibility is administered within the framework of supporting positive results for students with disabilities. The USOE-SES must provide an Annual Performance Report (APR) to describe the progress of each Local Education Agency (LEA) and the State toward meeting targets on performance indicators established by the Office of Special Education Programs (OSEP). The USOE-SES considers multiple sources of data including student enrollment, monitoring activities, professional development, stakeholder input, personnel qualifications, use of funding, and any other public information, to identify an APR determination score and the level of monitoring and support required for each LEA.

LEA determinations are made annually; therefore the determination about the status of each LEA and the criteria used will be reviewed and possibly modified each year by the USOE-SES. While each LEA is notified of its determination level, the USOE-SES is not required to inform the public, although public information requests must be honored. In making these determinations and in deciding on appropriate enforcement actions for the federal fiscal year (FFY) 2013 APR, the USOE-SES has considered all information available at the time of the determination, including the history, nature, and length of time of any reported noncompliance, and any evidence of correction. If the LEA provided data demonstrating correction of noncompliance in a timely manner within one year, the USOE-SES will consider the LEA to be in substantial compliance regarding that indicator. The APR compliance indicators used in making the determinations based upon FFY 2014 APR (2014–2015) data were:

- **Indicator 1:** Percent of youth with IEPs graduating from high school with a regular diploma.
- **Indicator 2:** Percent of youth with IEPs dropping out of high school.
- **Indicator 3:** Percent of youth with IEPs participating in and receiving a proficient score on Statewide assessments.
- **Indicator 4B:** Percent of LEAs that have: (a) a significant discrepancy, by race or ethnicity, in the rate of suspensions and expulsions of greater than 10 days in a school year for children with IEPs; and (b) policies, procedures or practices that contribute to the significant discrepancy and do not comply with requirements relating to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards.
- **Indicator 9:** Percent of LEAs with disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification.
- **Indicator 10:** Percent of LEAs with disproportionate representation of racial and ethnic groups in specific disability categories that is the result of inappropriate identification.

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- **Indicator 11:** Percent of children with parental consent to evaluate, who were evaluated and the evaluation completed within 45 school days.
- **Indicator 12:** Percent of children referred by Part C prior to age 3 who were found eligible for Part B and who have an IEP developed and implemented by their third birthdays.
- **Indicator 13:** Percent of youth with IEPs aged 16 and above with an IEP that includes appropriate measurable postsecondary goals that are annually updated and based upon age-appropriate transition assessment, transition services, including courses of study, that will reasonably enable the student to meet those post-secondary goals, and annual IEP goals related to the student's transition service needs.

Determinations for FFY 2015 (2015–2016) will include results from Indicator 6: Preschool Environments.

The USOE-SES has re-conceptualized its accountability system to more effectively support LEAs in delivering compliant special education programs which lead to positive outcomes for students with disabilities. Several stakeholders were involved in the revision process and provided input and feedback regarding this process. As a result, the USOE-SES provides differentiated levels of monitoring and support to LEAs based on need. While the USOE-SES monitoring and technical assistance efforts will continue to address compliance issues, efforts will focus on working collaboratively with LEAs to develop and strengthen their capacity to implement and scale-up effective instructional practices resulting in readiness for career, college, and independent living.

The USOE-SES has completed the annual data review for the 2014–2015 school year. As a result of the data review, Utah Military Academy has been preliminarily placed in the USOE **Assisting Tier**, with an APR Determination of **Meets Requirements**. The data used in making this determination are enclosed. Risk Scores are given based on a scale of 1 to 5, with 1 being low risk and 5 being high risk. For more information on the USOE tiers, supports and activities, please visit http://schools.utah.gov/sars/Laws/UPIPS.aspx. If you disagree with the data please contact Lindsey Adams within 30 days of receipt of this letter. APR Determinations and USOE Tier Assignments will become final in 30 days.

Utah Military Academy must complete a Program Improvement Plan to address the areas of need and activities identified in the enclosed table, and any areas of need identified by Utah Military Academy. The Program Improvement Plan must be submitted for review by May 30, 2016.

If you have any additional questions, please call Lindsey Adams at (801) 538-7806.

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Priority Area I: High Expectations and Beliefs						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 1: Graduation State Target: ≥ 66.32% Data Year: 2013-2014 Data Source: UTREx Year End	NA	NA	NA	NA	The LEA reported no graduates with disabilities in 2013-2014.	No required activities.
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 2: Dropout State Target: ≤ 39.90% Data Year: 2013-2014 Data Source: UTREx Year End	1	0.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 8: Parent Involvement State Target: ≥ 86.14% Data Year: 2014-2015 Data Source: Parent Survey	NA	NA	NA	NA	The LEA did not participate in the Parent Survey during the 2014-2015 school year.	No required activities.

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Priority Area I: High Expectations and Beliefs cont'd						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 14: Post Secondary Outcomes						
State Target: 14A ≥ 25.25% Data Year: 2013-2014 Data Source: Indicator 14 Survey	NA	NA	NA	NA	The LEA did not have any students eligible to participate in the Post High School Outcomes survey in 2014-2015.	No required activities.
State Target: 14B ≥ 70.67% Data Year: 2013-2014 Data Source: Indicator 14 Survey	NA	NA	NA	NA	The LEA did not have any students eligible to participate in the Post High School Outcomes survey in 2014-2015.	No required activities.
State Target: 14C ≥ 84.83% Data Year: 2013-2014 Data Source: Indicator 14 Survey	NA	NA	NA	NA	The LEA did not have any students eligible to participate in the Post High School Outcomes survey in 2014-2015.	No required activities.
Data	2015 Risk Score	Comments				Activities
Improvement Plan Focus on Student Outcomes	1	The LEA Improvement Plan includes a focus on student results based on desired outcomes identified in the LEA data analysis.				No required activities.

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Priority Area II: Content Knowledge and Effective Instruction						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 3: Numeracy Grades 3-8 State Target: ≥ 28.10% Data Year: 2014-2015 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	28.10%	The LEA is more than 15% below the State target.	1. LEA must conduct a self-assessment on access to general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply results of the self-assessment to the development of at least one action step within the Program Improvement Plan. 3. LEA Action Steps must include procedures to implement formative assessment in mathematics for students with disabilities.
Indicator 3: Numeracy Grade 10 State Target: ≥ 17.07% Data Year: 2014-2015 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	17.07%	The LEA is more than 15% below the State target.	1. LEA must conduct self-assessment on access to general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply results of the self-assessment to the development of at least one action step within the Program Improvement Plan. 3. LEA Action Steps must include procedures to implement formative assessment in mathematics for students with disabilities.
Indicator 3: Literacy Grades 3-8 State Target: ≥ 25.64% Data Year: 2014-2015 Data Source: SAGE, DLM, and UAA results	5	0.00%	NO	25.64%	The LEA is more than 15% below the State target.	1. LEA must conduct a self-assessment on access to general curriculum, teacher qualification, and effective instructional strategies. 2. LEA must apply results of the self-assessment to the development of at least one action step within the Program Improvement Plan. 3. LEA Action Steps must include procedures to implement formative assessment in English language arts for students with disabilities.
Indicator 3: Literacy Grade 10 State Target: ≥ 21.75% Data Year: 2014-2015	1	25.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.

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Data Source: SAGE, DLM, and UAA results						

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Priority Area II: Content Knowledge and Effective Instruction cont'd						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 7: Preschool Outcomes						
Positive Social Relationships Summary Statement 1: State Target: ≥ 90.72% Data Year: 2014-2015 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2014-2015.	No required activities.
Positive Social Relationships Summary Statement 2: State Target: ≥ 51.40% Data Year: 2014-2015 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2014-2015.	No required activities.
Knowledge and Skills Summary Statement 1: State Target: ≥ 90.16% Data Year: 2014-2015 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2014-2015.	No required activities.
Knowledge and Skills Summary Statement 2: State Target: ≥ 44.99% Data Year: 2014-2015 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2014-2015.	No required activities.

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Priority Area II: Content Knowledge and Effective Instruction cont'd						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 7: Preschool Outcomes						
Ability to Meet Needs Summary Statement 1: State Target: ≥ 90.90% Data Year: 2014-2015 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2014-2015.	No required activities.
Ability to Meet Needs Summary Statement 2: State Target: ≥ 63.17% Data Year: 2014-2015 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2014-2015.	No required activities.

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Priority Area III: Multi-Tiered System of Supports						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 4: Suspension and Expulsion						
Suspension and Expulsion of Student with IEPs State Target 4A: 0.00% Data Year: 2013-2014 Data Source: UTREx Year End	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.
Suspension and Expulsion of Students with IEPs Based on Race/Ethnicity State Target 4B: 0.00% Data Year: 2013-2014 Data Source: UTREx Year End	1	0.00%	YES	NA	The LEA has no suspensions of students with disabilities for 10 days or more.	No required activities.

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Priority Area III: Multi-Tiered System of Supports cont'd						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 5: Access to the General Curriculum						
Inside the Regular Class 80% or More of the Day State Target A: ≥ 57.23% Data Year: 2014-2015 Data Source: UTREx December Child Count	1	97.67%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Inside the Regular Class Less Than 40% of the Day State Target B: ≤ 13.50% Data Year: 2014-2015 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.
In Separate Schools, Residential Facilities, or Homebound/Hospital Placements State Target C: ≤ 3.00% Data Year: 2014-2015 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.

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Priority Area III: Multi-Tiered System of Supports cont'd						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 6: Preschool Settings						
Students Receiving Special Education in Regular Program State Target: ≥ 33.22% Data Year: 2014-2015 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3-5 with disabilities in 2014-2015.	No required activities.
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Students Receiving Special Education in Special Class or School State Target: ≤ 43.56% Data Year: 2014-2015 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3-5 with disabilities in 2014-2015.	No required activities.

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General Supervision						
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage *Above* Target	Comments	Activities
Indicator 9: Disproportionality State Target: 0.00% Data Year: 2014-2015 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.
Indicator 10: Disproportionality State Target: 0.00% Data Year: 2014-2015 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.
Data	2015 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
Indicator 11: Child Find/Initial Evaluation State Target: 100% Data Year: 2014-2015 Data Source: UPIPS	1	100.00%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Indicator 12: C to B Transition State Target: 100% Data Year: 2014-2015 Data Source: TEDI	NA	NA	NA	NA	The LEA did not have any students who transitioned from Part C to Part B in 2014-2015.	No required activities.
Indicator 13: Secondary Transition Plans State Target: 100% Data Year: 2014-2015 Data Source: UPIPS	1	100.00%	YES	0.00%	The LEA meets the State target.	No required activities. Professional development on the design of effective and compliant transition plans is recommended.

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General Supervision cont'd			
Data	2015 Risk Score	Comments	Activities
Determination History	NA	The LEA has not received any prior APR determination.	No required activities.
Quality of PIP	NA	This data point will be scored for Program Improvement Plans submitted in 2016.	No required activities.
Progress on PIP	This area was not used in making tiered monitoring assignments for the 2014-2015 school year. It will be included in assignments for the 2015-2016 school year.		
Findings of Noncompliance	1	The LEA had no findings of noncompliance in 2014-2015.	No required activities.
Internal Monitoring	5	The LEA is not using the UPIPS self-monitoring system (or other USOE-approved LEA system).	Submit information about the LEA-s internal compliance monitoring process. If no process exists, create a procedure to ensure a representative sample of files is reviewed annually and submit the procedure to the USOE.
Dispute Resolution	1	The LEA has no complaints or due process proceedings with findings.	No required activities.
Fiscal	3	The LEA has moderate fiscal risk, as identified by the 2013-2014 single audit or financial statement audit.	LEA must conduct a self-assessment to identify fiscal policies, procedures, and practices that are noncompliant.
Data Timeliness	4	One to three USOE required reports were not submitted.	1. LEA must conduct a self-assessment to identify policies, procedures, and practices that are preventing timely data submission. 2. LEA must apply the results of the self-assessment to the development of at least one action step in the Program Improvement Plan.
Prevalence of Students with Disabilities within the LEA	No Risk Score assigned for FFY 2014	17.75	NA

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Exhibit 7.3—UPIPS Executive Summaries

See next page.

Utah Military Academy

5120 South 1050 West, Riverdale, Utah 84405

704 South 600 East, American Fork, Utah 84003

UPIPS Monitoring Report on Services for Students with Disabilities

November 15–16, 2017

Matt Throckmorton, Executive Director
Jennifer Howell, Special education Director

Utah State Board of Education
250 E 500 S
PO Box 144200
Salt Lake City, UT 84114-4200

UPIPS Background Information

The Utah State Board of Education, Special education Services (USBE-SES) has the responsibility of monitoring compliance with federal and state requirements under the Individuals with Disabilities Education Act of 2004 (IDEA). This responsibility is administered within the framework of supporting positive results for students with disabilities.

Utah Military Academy entered the Level 4 "Coaching" Tier of the Utah Program Improvement Planning System (UPIPS) during the 2017–2018 school year in accordance with federal and state requirements and the LEA's Results-Driven Accountability Determination Letter (RDA Letter). USBE-SES's results-driven accountability and continuous-improvement monitoring system reflects the federal intent to emphasize a data-driven, systemic approach to compliance as well as improvement of outcomes for children with disabilities. Based on data reported in the LEA's RDA Letter issued in March 2017, Utah Military Academy was selected to receive an on-site monitoring visit during the 2017–2018 school year.

Several methods of data collection were utilized during the on-site visit including reviewing the LEA's Self-Assessment and 618 data, reviewing student records, interviewing school staff and parents, reviewing LEA procedures and policies, and conducting classroom observations in both general and special education settings. The results of that visit are presented in this report. **All compliance errors in every file as well as areas of noncompliance identified in this report must be corrected as soon as possible, but in no case later than one year.**

On the final day of the visit, the monitoring team presented a brief summary of preliminary findings to the Director of Special education and the Steering Committee during an exit meeting.

Utah Military Academy will report annually to USBE on progress related to its Program Improvement Plan. The Utah State Board of Education will conduct a yearly data review and assign monitoring activities, including on-site visits, as needed.

This report lists the strengths of the special education programs and personnel, areas of non-compliance with IDEA requirements, and recommendations for program improvement.

Type of Visit

On-Site Visit

Dates and Sites Visited

November 15, 2017	Parent Focus Group, Utah Military Academy, Riverdale
November 16, 2017	Orientation Meeting, Utah Military Academy, Riverdale On-Site Visit, Utah Military Academy, Riverdale On-Site Visit, Utah Military Academy, American Fork Exit Meeting, Utah State Board of Education

Monitoring Team Members

The monitoring team had the following members:

- Lindsey Adams, Utah State Board of Education, Results-Driven Accountability Specialist
- Tanya Semerad, Utah State Board of Education, Autism & Significant Disabilities Specialist
- Linda Smith, Utah Parent Center, Parent Consultant
- Sandra Hanson, Utah State Board of Education, Contract Reviewer
- Ann Miller, Utah State Board of Education, Contract Reviewer
- Sally Dyches, Utah State Board of Education, Contract Reviewer
- Wade Glathar, Utah State Board of Education, Contract Reviewer
- Stefanie Cragun, Utah State Board of Education, Contract Reviewer

Team On-Site Activities

In conducting the on-site visit, the monitoring team carried out the following activities:

- Conducted an orientation and an exit meeting with the LEA Stakeholder Steering Committee.
- Reviewed 12 student special education files which included student IEPs, evaluation summary reports, determinations of eligibility, and any other pertinent data included in the files such as discipline/behavior, academic progress, etc.
- Interviewed school personnel, including: school administrators, the special education director, special education teachers, general education teachers, and related service providers.
- Observed special education services being provided to students with disabilities in a general education classroom.

UPIPS Program Review Areas

General Supervision **APR Indicators 3, 11, 15**	**FAPE in the LRE** APR Indicators 1, 2, 4, 5, 6
• Child Find • Forms • Surrogate Parents • Evaluation/Eligibility/IEE procedures • Timelines (Evaluation and Reevaluation) • English Proficiency Assessments • Qualified Staff • Confidentiality • Statewide Assessment • Policies and Procedures • Fiscal Management • Evaluation Materials • Complaint and Due Process • Referral Process • Professional Development • National Instructional Materials Access Center/National Instructional Materials Accessibility Standard NIMAC/NIMAS • State and Federal Reports	• Individualized Education Programs (IEP) o Present Levels of Academic Achievement and Functional Performances (PLAAFPs) and Goals o Service Delivery, including Related Services o Special Factors o State-wide Assessment o Extended School Year (ESY) o Behavior Intervention Plan (BIP) and Health Care Plan o Accommodations • Timelines (IEP and Placement) • Physical Education • Access to the General Curriculum • Team Membership • Least Restrictive Environment/Placement • Request for IEP meetings • Discipline • Graduation/Dropout Rates

Parental Involvement APR Indicator 8	**Transitions** APR Indicators 7, 12, 13, 14	**Disproportionality** APR Indicators 9, 10
• Copies to Parents • Written Prior Notice • Notice of Meeting • Progress Reports • Procedural Safeguard Notice • Parental Consent • Communication in a Variety of Languages • Disciplinary Procedures (LRBI)	• Part C to Part B o Transition Planning with EI o Utah Preschool Outcomes Data (UPOD) o IEP in Place by 3rd Birthday • School to Post-School o Transition Plans, 14+ o Post-secondary Goals o Age-Appropriate Transition Assessments o Course of Study o Summary of Performance o Age of Majority o Notice to Adult Students	• Prevalence and Categories of Disabilities, Race and Ethnicity

Utah SPP/APR

The Utah State Performance Plan and Annual Performance Report may be downloaded at https://schools.utah.gov/specialeducation/resources/datareporting.

Reports on LEA performance on each indicator are distributed annually to each LEA.

17 Indicators in the SPP

Indicator 1	Improving graduation rates for students with disabilities.
Indicator 2	Decreasing dropout rates for students with disabilities.
Indicator 3	Ensuring all students with disabilities participate in and perform well on statewide or alternate assessments.
Indicator 4	Reducing suspension and expulsion rates for students with disabilities.
Indicator 5	Providing services for students with disabilities in the least restrictive environment.
Indicator 6	Providing preschool children with disabilities services in the least restrictive environment.
Indicator 7	Improving cognitive and social outcomes for preschool children with disabilities.
Indicator 8	Improving parent involvement in their child's special education program (parent survey).
Indicator 9	Reducing disproportionality of cultural groups in special education.
Indicator 10	Reducing the number of students from other cultures in certain disability categories.
Indicator 11	Improving efforts to locate, evaluate, and serve students with disabilities (child find) (initial evaluations completed within 45 school days).
Indicator 12	Ensuring a smoother transition from preschool programs to school-based programs (IEP developed and implemented by eligible students' third birthday).
Indicator 13	Improving transition services for students with disabilities at the secondary level, i.e., 15+ years (complete transition plans).
Indicator 14	Improving the outcomes for students moving from secondary to postsecondary activities (post-school outcomes survey).
Indicator 15	Improving the number of due process hearing requests resolved during the resolution period.
Indicator 16	Improving the number of mediations held that result in mediation agreements.
Indicator 17	Creating a State Systemic Improvement Plan (SSIP).

General Supervision

Utah Military Academy is responsible for providing a free appropriate public education for all students with disabilities who are enrolled in the LEA. The Utah State Board of Education ensures that both federal IDEA and state requirements and standards are met.

LEA support and involvement are critical to the successful implementation of the provisions of IDEA. To carry out their responsibilities, LEAs also monitor the implementation of state and federal statutes and regulations. Effective general supervision promotes positive student outcomes by providing appropriate educational services to students with disabilities, ensuring the effective and timely correction of identified deficiencies, and helping personnel to gain the knowledge, skills, and abilities necessary to perform their assigned responsibilities.

AREAS OF STRENGTH
USBE Monitoring Team Findings (2017–2018)
• General education teachers have a positive attitude toward and desire for special education training. • Special education teacher is committed to having strong communication between general education and special education teachers and parents. • Any changes made to IEP and accommodations are communicated among the teachers. This is done on ASPIRE. Teachers check a box, documenting that changes have been read. • Student special education files reviewed were organized and consistent and contained complete and thorough psychoeducational evaluations. • Administrators and teachers are familiar with USIMAC and resources available to the school. • A positive rapport and relationships exist between students and staff identified by interviews.

AREAS OF SYSTEMIC NONCOMPLIANCE
USBE Monitoring Team Findings (2017–2018)
All findings of noncompliance can be viewed and correction documented on the UPIPS website (https://upips.schools.utah.gov).
Areas of noncompliance are required to be corrected as soon as possible, but in no case later than one year, and an additional sample of files must be reviewed that demonstrate compliance with each regulatory requirement (OSEP 09-02 Memo).

RECOMMENDATIONS FOR PROGRAM IMPROVEMENT
USBE Monitoring Team Findings (2017–2018)
• Ensure demographic data is complete in all student special education files. • Ensure that a continuum of placement options exists. • Ensure that current Eligibility forms are in each student special education file. • Consider Professional Development regarding PowerIEP and completion of required forms and paperwork.

Parental Involvement

One purpose of the IDEA is to expand and promote opportunities for parents and school personnel to work in new partnerships at the state and local levels. Parents have an opportunity and right to participate in meetings with respect to the identification, evaluation, educational placement, and provision of a free appropriate public education to their student with disabilities.

Parent involvement has long been recognized as an important indicator of an LEA's success. Parental involvement has positive effects on students' attitudes toward the LEA and benefits school personnel as well.

AREAS OF STRENGTH
USBE Monitoring Team Findings (2017–2018)
• Parent's signatures were on all reviewed file forms, as applicable. • Parents reported being involved and present at the school. • Parents reported frequent communication occurred between them and the school staff.

AREAS OF SYSTEMIC NONCOMPLIANCE
USBE Monitoring Team Findings (2017–2018)
All findings of noncompliance can be viewed and correction documented on the UPIPS website (https://upips.schools.utah.gov).
Areas of noncompliance are required to be corrected as soon as possible, but in no case later than one year, and an additional sample of files must be reviewed that demonstrate compliance with each regulatory requirement (OSEP 09-02 Memo).

RECOMMENDATIONS FOR PROGRAM IMPROVEMENT
USBE Monitoring Team Findings (2017–2018)
• Ensure that Notice of Meeting forms are complete and sent to all participants. • Ensure that Progress Reports are completed and included in student special education files.

Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE)

The provision of a free appropriate public education in the least restrictive environment is the foundation of IDEA. Students with disabilities receive educational services at no cost to their parents, and services provided meet the student's unique learning needs. These services are provided, to the maximum extent appropriate, with students without disabilities and, unless their IEP requires some other arrangement, in the school they would attend if not disabled. Any removal of students with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes cannot be achieved satisfactorily.

The IDEA '97 Committee Report emphasized that almost twice as many students with disabilities drop out as compared with their non-disabled peers. A further concern was the continued inappropriate identification and placement of students from minority backgrounds and students with limited English proficiency in special education.

IDEA's intention is to increase the opportunity for students with disabilities to experience and benefit from the general education curriculum. The majority of students identified as eligible for special education and related services are capable of participating in the general education curriculum to varying degrees with some accommodations and modifications. This provision ensures that a student's special education and related services are in addition to and related to the general education curriculum, not separate from it.

AREAS OF STRENGTH
USBE Monitoring Team Findings (2017–2018)
• Extended School Year (ESY) was addressed in all reviewed student special education files. • IEPs were all current in all reviewed student special education files. • The special education class at the Riverdale campus was delivering engaging instruction during classroom observations.

AREAS OF SYSTEMIC NONCOMPLIANCE
USBE Monitoring Team Findings (2017–2018)
All findings of noncompliance can be viewed and correction documented on the UPIPS website (https://upips.schools.utah.gov).
Areas of noncompliance are required to be corrected as soon as possible, but in no case later than one year, and an additional sample of files must be reviewed that demonstrate compliance with each regulatory requirement (OSEP 09-02 Memo).

RECOMMENDATIONS FOR PROGRAM IMPROVEMENT
USBE Monitoring Team Findings (2017–2018)
• Ensure that all IEP goals are measurable. • Ensure that general education teachers are providing accommodations, rather than telling students they cannot be provided in their classrooms. • Ensure services listed on the IEP are true special education services (and not "Core Classes," for example.) • Ensure general education teachers are invited to IEP meetings and the Notice of Meeting reflects these invitations. • Ensure Assessment Addendum is complete. • Consider professional development on alignment of IEP's, on general education teacher's requirements and obligations with accommodations, and on IEP requirements and implementation.

Transitions

Transition is a multifaceted process that covers two major transition points for students with disabilities and their families. For early childhood transition, Congress recognized the importance of coordination between the local education agency and the early intervention system. Transition planning for children who may be eligible for special education preschool services must include scheduling a planning meeting with the early intervention agency, the educational agency, and the family at least 90 days prior to the child's third birthday.

The National Longitudinal Transition Study identified factors associated with post-school success in obtaining employment and earning higher wages for youth with disabilities. These factors include completing high school, spending more time in regular education, and taking vocational education courses. Post-school success is improved when youth have a transition plan in high school that specifies an outcome, such as employment, as the goal. Transition requirements of IDEA require the involvement of students in transition planning, consideration of students' preferences and interests, and the reflection, in the IEP, of a coordinated set of activities within an outcome-oriented process that promotes movement from school to post-school activities. Involvement of all appropriate agencies insures that each student's needs can be appropriately identified and met.

AREAS OF STRENGTH
USBE Monitoring Team Findings (2017–2018)
• Transition plans were in all reviewed files, as applicable. • Based on student focus group teachers help students make connections to post-secondary life. • Students in focus group stated they were invited to their Transition meetings. • Based on interviews and focus groups UMA provides instruction and support regarding self-advocacy. • Vocational Rehabilitation was invited to some Transition meetings. • Ogden/Weber ATC invited to visit Transition classes. • Field trips were planned to Weber State University and Davis Applied Technology Center (DATC). • Based on interviews the counseling department focuses on college and career awareness.

AREAS OF SYSTEMIC NONCOMPLIANCE
USBE Monitoring Team Findings (2017–2018)
All findings of noncompliance can be viewed and correction documented on the UPIPS website (https://upips.schools.utah.gov).
Areas of noncompliance are required to be corrected as soon as possible, but in no case later than one year, and an additional sample of files must be reviewed that demonstrate compliance with each regulatory requirement (OSEP 09-02 Memo).

RECOMMENDATIONS FOR PROGRAM IMPROVEMENT
USBE Monitoring Team Findings (2017–2018)
• Ensure Transition Assessments, Course of Study forms, and Transition is listed as purpose of the meeting on the Notice of Meeting forms are included in all applicable student special education files. • Provide professional development at the Valdez-Peterson Campus regarding writing of Post-Secondary Transition goals.

Disproportionality

In an effort designed to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment, it is the responsibility of the State Education Agency to collect and examine data to determine if significant disproportionality based on race and ethnicity is occurring in the state and the local education agencies (LEAs) in the state with respect to:

- The identification of children as children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment;
- The placement in particular educational settings of such children; and
- The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

AREAS OF STRENGTH
USBE Monitoring Team Findings (2017–2018)
• Most student special education files documented student race and ethnicity. • Student Primary Home Language was documented in most student special education files reviewed.

AREAS OF SYSTEMIC NONCOMPLIANCE
USBE Monitoring Team Findings (2017–2018)
All findings of noncompliance can be viewed and correction documented on the UPIPS website (https://upips.schools.utah.gov).
Areas of noncompliance are required to be corrected as soon as possible, but in no case later than one year, and an additional sample of files must be reviewed that demonstrate compliance with each regulatory requirement (OSEP 09-02 Memo).

RECOMMENDATIONS FOR PROGRAM IMPROVEMENT
USBE Monitoring Team Findings (2017–2018)
• None