



# State Charter School Board

## Distance/Blended Learning Amendment Application

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The vision of the Utah State Charter School Board (SCSB) is that “every student has access to an excellent education that meets their unique learning needs.”

The Distance/Blended Learning Amendment Application is for use by an existing school seeking to add a distance or blended learning program to their current program of instruction. This refers to blended programs where a portion of the instruction occurs on campus, and at a distance. It does not include blended models where all instruction is onsite, but a portion of the instruction occurs online, or some other definition of “blended”.

Please also note that “A ... home school is not eligible for charter school status” (U.C.A. 53G-5-401(3)). A public charter school cannot operate a program that is a blended homeschool model, where some courses or subjects are taught by the school and others at home by the parent. A school would not need to amend their charter agreement for a student who wishes to dual enroll, part-time in the public charter school, and part-time at home. Instead, the school should develop a policy regarding dual enrollment and enroll the student as a part-time homeschool. These students would be coded as “Part-Time Homeschooled (H)” in UTREx, and their membership prorated accordingly.

## Instructions

As you complete this application, please keep in mind the importance of overall consistency. Prepare your application package following the process approved by the SCSB. This template is designed to be filled out and submitted **electronically**. Incomplete applications will be returned to the applicant. Submit the application package electronically to [jenna.magnetti@schools.utah.gov](mailto:jenna.magnetti@schools.utah.gov). For questions please contact Marie Steffensen.

# 1. Assurances Agreement

Distance/Blended Learning Amendment Application – Canyon Grove Academy

## 1. Assurances Agreement

*Print this sheet, complete and sign the spaces at the bottom, scan, and attach to the electronic application*

*The following statements MUST BE READ and VOTED on in an OPEN and PUBLIC MEETING PRIOR TO SUBMISSION. The Board Chair of the 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 School: Canyon Grove Academy

The Applicant certifies all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the distance/blended learning program approval 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 Application must be received by the school district in which the distance or the blended program will be offered prior to submission to the State Charter School Board.

The Applicant acknowledges that all information presented in the application package if approved will become part of the charter and can be used for accountability purposes throughout the term of the charter.

The Applicant acknowledges that to operate a distance or blended learning program, the Applicant must execute the charter amendments, specific to the program, prior to operating the program.

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 follow such.

The Applicant acknowledges that if a physical site is intended for the new program, it must be secured and under contract or appropriate permits obtained and groundbreaking occurs according to timelines in Board rule

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

JOSHUA DANIELS

Name of Board Chair  
(please print)

 5/28/20  
Signature of Board Chair /Date

## 2. School Entities Information

Name of School: Canyon Grove Academy.

Name of Distance/Blended Program (if applicable): Canyon Grove Academy

Purpose and Mission of the School: *Canyon Grove Academy is an environmentally responsible and multi-sensory learning center that empowers students to be accountable for their educational journey.*

Name of School Representative: Joshua Daniels

Contact Information for School Representative: josh@canyongrove.com

Distance/Blended Program Location School Districts: Alpine, Nebo, Canyons, Jordan, Iron, Toole, Cache

Application was received by each of the following individuals on DATE: 5/29/2020

Jenna Magnetti, Utah State Charter School Board staff (jenna.magnetti@schools.utah.gov)

Superintendent Jarman, Alpine School District (sjarman@alpinedistrict.org)

Superintendent Nielsen, Nebo School District (rick.nielsen@nebo.edu)

Superintendent Briscoe, Canyons School District (jim.briscoe@canyonsdistrict.org)

Superintendent Godfrey, Jordan School District (superintendent@jordandistrict.org)

Superintendent Dulaney, Iron County School District (shannon.dulaney@ironmail.org)

Superintendent Rogers, Tooele School District (srogers@tooeleschools.org)

Superintendent Schofield, Logan City School District (

)

### 3. Program Rationale

3-1. Explain your rationale for adding a distance/blended education program.

The vision of Canyon Grove Academy is to develop student leaders with a sense of understanding and compassion for others, their community, and the environment. The governing board determined the best way to meet this vision was to deliver personalized learning to each student, centering instruction on the abilities, interests, needs, and experiences of each student, whether it was delivered through onsite or distance/blended learning. The governing board always intended to have a distance/blended learning program as part of the educational offerings (see Appendix A, *Letter from Gary Fullmer*). However, at the time Canyon Grove Academy submitted its charter agreement (in 2008), including specific language about distance/blended learning was not part of the State Charter School Board's application requirements.

After a couple of years of continued student and parental interest in the proposed distance/blended learning program, Canyon Grove Academy launched its distance/blended learning program in August 2012. Shortly thereafter, State Charter School Board staff indicated it was necessary to include distance/blended learning language in the school's charter agreement. As such, specific distance/blended learning language was added and approved by the Utah State Charter School Board on March 14th, 2013 (see Appendix B, *State Charter School Board transcript of meeting DATE*).

As a charter school approved to be a laboratory of learning and to provide innovative assessment methods, Canyon Grove Academy became a pioneer in charter school distance/blended learning in Utah by creating a program that empowered students to be accountable for their own educational journey, including their ability to choose from a list of vetted and aligned curricula, their responsibility to select appropriate evidence of learning progress, and their choice to participate in onsite experiential learning (i.e., Epic Day and Discovery Day).

The continued and increasing interest in Canyon Grove Academy's distance/blended learning program is a testament to the school's decision to add a quality distance/blended learning program and supported by our enrollment numbers and survey data (see Appendix C, *Enrollment Disaggregated by Program from 2013 - 2020* and Appendix D, *Distance Education Survey 2018 - 2020*).

3-2. How will the program enhance and support the existing mission of the school? Why is it necessary? (The charter was approved to deliver a certain type of instructional program. How and why is online/blended needed to enhance that program?)

Sir Walter Scott stated, “All men who have turned out worth anything have had the chief hand in their own education.” As stated previously, the vision of our school is to develop student leaders and we do this in part by encouraging students to “be engaged in their own educational journey” and actively prepare for their future endeavors.

**Traditional Program:** Canyon Grove Academy’s traditional program meets daily onsite and focuses on nurturing student’s love of learning while they engage with the course material found in the state core, integrated with multi-sensory learning opportunities to practice 21st Century and other life skills. Canyon Grove Academy hires certified, energetic teachers who guide students as a class as they explore hands-on, interactive unit studies as well as create individual passion projects of their own choosing.

For the student-directed portion of the learning process, Canyon Grove Academy encourages parent involvement and extended home learning beyond the regular school day through access to our extensive resource library. In addition to well-known student projects such as 5th-grade state reports or an annual science fair project, students can check out lessons, resources and supplies throughout the year to guide and support their individual investigations, including microscopes, rock testing kits, literature studies, math games, music and art kits, coding and engineering materials, etc. Their extension studies are enhanced with the following: a weekly experiential learning day which has a collaborative, 21st Century skills focus; a rotation in the STEM lab for applied technology and digital media instruction; and additional opportunities for learning simulations such as in the Space Center. Canyon Grove Academy’s charter is focused on creating a multi-sensory, innovative learning environment for students that encourages them to grow through their experiences and capture learning in their student portfolio, while also practicing essential preparatory skills contained in the Utah state standards. This helps students develop an interest and, in some cases, an active role, in their own learning journey.

The Canyon Grove Academy charter also calls for mathematics, reading, and science programs that are not based on a single, commercial textbook or program. Instead, as dictated by our charter, instruction comes from a school-wide library of lesson plans and resources teaching inquiry and project-based unit studies, such as the kits and equipment mentioned above. Also, as stated by our charter, the library has curriculum maps created by our professional, certified teachers (see Appendix E, *Curriculum Map for Saxon Math 4*). Each curriculum map includes a pacing guide by week, targeted Utah State Board of Education Standards, school identified Power Standards, assignments for students to complete that show mastery of content, and how teachers grade each assignment. School staff annually reviews each curriculum map to ensure it is fully aligned with Utah State Board of Education standards and Canyon Grove Academy Power Standards. Any curriculum map found lacking is revised to ensure 100% alignment. Individual academic progress is monitored and recorded through a competency-based system (currently in draft form and transitioning to a more robust system in 2020-2021) using Utah State Board of Education academic standards and additional school determined competencies.

**Distance/blended learning Program:** Canyon Grove Academy’s distance/blended learning program enhances and supports the traditional program described in the charter by allowing for increased individual student learning supported by a state core aligned library of lesson plans and materials; group unit studies from certified teachers; technology-supported learning; weekly experiential learning and discovery day with peers; learning simulations and access to the STEM lab; and competency-based learning including continual academic growth and ongoing progress monitoring. During the past eight years, as Canyon Grove Academy offered engaging, multi-sensory programs focused on “empowering students to be accountable for their educational journey,”

administration has found an ever increasing population of learners who want more time for their individual exploration studies while still experiencing the essence of the charter described in the traditional section.

Stated in this application is the fact that “charters are approved to deliver a certain type of instructional program.” As documented throughout this section, Canyon Grove Academy’s charter mandates using interactive, engaged learning and includes the following specific descriptors: experiential learning, integrated curriculum, hands-on activities, discovery, multi-sensory learning, real-life connections, weekly “world classroom,” inquiry and project-based learning. All of these are a great fit in Canyon Grove Academy’s method of education for both traditional and blended programs.

This is why we feel that having distance/blended learning is essential to our school, enhances and supports the existing mission of the school, and why we are requesting, through this amendment, that we are allowed to continue the distance/blended program.

3-3. Attach a clear, specific and concise response describing the school governing board’s expertise with distance or blended learning. Describe the training and discussions held in board meetings about adding a distance or blended model. Provide meeting minutes and recordings of such discussions and training.

Canyon Grove Academy’s original governing board included Barbara Alldredge, Gary Fullmer, and Tawna Brown. The governing board always intended to have a distance/blended learning program as part of the educational offerings. As these discussions regarding the distance/blended learning program occurred prior to the governing board becoming an official governing body subject to the Utah Open and Public Meetings Act, there is no official record from board meetings, only the unofficial recollections of board members (see Appendix A, *Letter from Gary Fullmer*).

Because the decision for distance/blended learning had already occurred at the board level (pre-opening), and the governing board followed the governance model, all further discussions about the distance/blended learning program were had by staff (See Appendix F, *Letter to Tim Beagley dated 4/8/15*).

As Canyon Grove Academy is submitting this required amendment request in 2020, current governing board member expertise with distance/blended learning is provided below.

Board Chair, Josh Daniels, Esq.: Prior to his service on the board of Canyon Grove Academy, Board Chair Josh Daniels was the former senior director of state relations for Pearson Online & Blended Learning, one of the largest providers of online and blended learning in the world. Josh worked with district programs and charter schools across 8 states covering student enrollments in online and blended learning of over 18,000 students.

Board Vice-Chair, Alen Howard, has a Master's Degree in Curriculum and Instruction from Arizona State University, and has worked in Distance/Blended education efforts over the past 10 years in his various roles as a Director of Curriculum and Assessment and as a Manager of Customer Success for Ed Tech companies, like Instructure (Canvas) and Nearpod. In that work, he has collaborated with districts, schools, and consortia all across the country (including distance/blended programs in Utah districts and schools), to help them develop, create, and evaluate the integration of technology for distance and blended education programs.

Caleb Cottle, has an MBA from Thunderbird University and Arizona State University. Prior to joining the board of Canyon Grove Academy, Caleb has worked in the Residential Treatment Center (RTC) industry. As a

founder of several treatment centers across the country Caleb has helped develop and run Academic departments that provide on-site, distance and blended learning to adolescents from all parts of the country that have psychological, mental and emotional needs. In his role as Executive Director of several therapeutic schools, he collaborated with the local school districts as well as the school district of origin to ensure that a quality education was provided for each of the students enrolled at his facility. Due to the specific, acute and special academic needs of their enrolled students, the implementation of technology to deliver on academic treatment plans was a necessary integration.

U.C.A §16-6a-825, Conflicting interest transaction (nonprofit directors and officers), defines conflict of interest as a contract, transaction, or other financial relationship between a nonprofit corporation and (a) a director of the nonprofit corporation, (b) a party related to a director, or (c) an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest. None of the Canyon Grove Academy governing board members have a conflict of interest according to this definition. If, however, there were to be a governing board member with a conflict of interest, Canyon Grove Academy governing board has a policy that states --- (See Appendix G, *Board Members Conflict of Interest Policy*).

## 4. Target Population and Enrollment

- X By checking this box, I understand and agree that the target population of the distance/blended program may be different from the target population of the school, however those differences must be addressed in responses to the questions below.
- X By checking this box, I understand and agree that the enrollment policies of the distance/blended program must be consistent with state law and Board rule, and  
By checking this box, I understand and agree that enrollment of students cannot begin until the application is approved. (Distance/blended program at CGA has been running since 2012.)

School Max Authorized Enrollment: 648

% that will be in-seat students: Maximum of 10% (in-seat program may be changed or discontinued based on administrative recommendation and governing board decision)

% that will be distance/blended students: 90% (distance/blended learning program may be changed or discontinued based on administrative recommendation and governing board decision)

Grades Requested for Distance/Blended Learning Program: K-8

	Grades and Expected Number of Participating Students												Max Enrollment	
	K	1	2	3	4	5	6	7	8	9	10	11		12
<b>In-Seat</b>	7	7	7	7	6	6	6	5	5					56
<b>Blended</b>	78	78	78	78	78	78	74	25	25					592
<b>Full Distance</b>														

- 4-1. Describe the intended target population of the distance/blended learning program, 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, and the percentage of English Learners. Also describe equitable access to enrollment in the program, ensuring that all students can enroll and are not being counseled out or selected based on other criteria.

Canyon Grove Academy’s target population is students who want the opportunity to have a ‘chief hand in their own education’. Currently Canyon Grove Academy serves 18% students with disabilities, 4.8% students learning English (ELL), and 2.9% students who are economically disadvantaged.

Canyon Grove Academy follows state law and governing board lottery policy and allows any resident student in Utah to enroll to attend Canyon Grove Academy, which provides equitable access to the school enrollment process and FAPE to students with disabilities. No students are counseled out or selected based on any specific criteria. If more students are interested in enrolling in our onsite or distance/blended learning programs, we have a random selection for student enrollment after giving enrollment preference to children of founding members, children of teachers at the school, and siblings of students already admitted to or attending the school.

Additional accessibility considerations: As distance/blended learning includes both online and offline learning, before incorporating distance/blended learning instruction at Canyon Grove Academy, we considered the following infrastructure needs:

- Do Canyon Grove Academy students have access to the necessary hardware (e.g., computer, headphones, microphone, camera, printer, scanner, etc.)?
- Do Canyon Grove Academy students have access to required software?
- Do Canyon Grove Academy students have access to the Internet?

We also considered student access elements when planning our distance/blended learning program, such as cognitive needs, executive functioning needs, physical needs, sensory needs, communication needs, assistive technology needs, etc., as well as asked the following questions:

- Can our students access information independently?
- Do our students feel confident using the internet and search engines to locate materials for homework or school assignments?
- Do our students have a hard time remembering usernames and passwords for sites?

Assuming most of our students had appropriate infrastructure and accessibility, but limited or no experience using an online learning classroom, we ensured student accessibility by pre-teaching them how to: use Canyon Grove Academy curriculum, follow a pacing guide, access the Canyon Grove Academy virtual library, contact educational specialists during virtual office hours, etc.

For Canyon Grove Academy students who have unreliable internet access, or families with multiple students accessing the same hardware, or families who choose to access Canyon Grove Academy’s program without using the internet, we ensure student accessibility by extending submission times for assignments, removing synchronous activities, and providing additional ways for them to submit assignments (e.g., email, voicemail, picture, scan, delivery to school, hard copy via mail, etc.).

For students who don’t have access to any type of technology but have a family member who does, or families who choose to access Canyon Grove Academy’s program without using the internet, we ensure student accessibility by providing hard copy curriculum and pacing guides, along with explicit steps for students to complete, and we allow students to submit content through voicemail or text message with a picture.

Of course, Canyon Grove Academy offers necessary technology hardware to all students and gives them the choice of whether or not they use that hardware.

- 4-2. Provide quantifiable data that shows community engagement and support for the distance or blended program within the proposed target area. What is the support of this added program among your current student population?

Canyon Grove Academy has an overwhelmingly positive response for our distance/blended learning model from our community within our target area. We specifically market to students and families who are very involved in their children's education and looking for a public school option that meets their needs. Canyon Grove Academy administrators often receive assurances of support from stakeholders, including parents, school volunteers, prior board members, current board members, teachers, and charter school community members. Canyon Grove Academy families have been very supportive of having the distance/blended learning program available to students during the last eight years as evidenced by the 81.5% of our students who participated in our distance/blended learning program in the 2019-2020 school year.

In our most recent parent satisfaction survey (March 2020), 94% reported a high level of satisfaction with the distance/blended learning program and 5% were neutral. Typical response rates for surveys are reported to be within the range of 5% to 30%. We had excellent results with a 41% response rate within 72 hours of sending out the survey. We feel a high response rate with such a quick turnaround time is indicative of a strong relationship between Canyon Grove Academy and the parents of our students.

Based on survey data and student enrollment data, there is a strong desire to keep the distance/blended learning programs (see Appendix C, *Enrollment Disaggregated by Program from 2013 - 2020*, Appendix D, *Distance Education Surveys 2018-2020*).

- 4-3. Provide the policy required in R277-419(4)(b) and R277-419(5). Also, provide relevant procedures and documented practices supporting the policy. Describe how the school will track students' attendance and continuing enrollment for education done at a distance.

Canyon Grove Academy

Policy: Attendance (approved 3/27/20)

- A. Parents and their student(s) are jointly responsible for ensuring the student's regular participation in school.
- B. Parents are encouraged to have their student(s) participate in Epic Day and Discovery Day.
- C. Students may be excused from school attendance for valid and legitimate reasons. Some examples include: illness, which may be either mental or physical; medical appointment; family emergencies; death of a family member or close friend; observance of religious holidays; or family events.
- D. All absences are considered unexcused until the parent communicates with the school regarding the student's absence, and the absence is resolved by the school staff.
- E. Parents are encouraged to submit a written statement at least one school day before a scheduled absence, especially an extended absence.
- F. If a student is absent from school, and no prior written statement was submitted, the school will send an email to parents checking on their student(s) until a response is received. If no response is received for ten (10) consecutive school days, the student will be dropped from school membership records.

Canyon Grove Academy's 2019-2020 school year calendar:

First day of school: August 14, 2019

Non-school days: September 2, 2019; October 17-18 and 21-22, 2019; November 27-29, 2019; December 18-31, 2019; January 1-3, 2020; January 20, 2020; February 17, 2020; March 9, 2020; April 6-10, 2020; May 25, 2020

Last day of school: May 29, 2020

Total days of school: 180

School day schedule:

Students must meet the pacing of the curriculum maps, which provides 990 hours per year of instruction and learning. As allowed and encouraged by the Utah State Board of Education, we are moving toward competency-based education, rather than seat time, as a means of ensuring our students have the skills necessary to be successful after leaving our school.

4-5. Outline how the school will meet all IEPs and 504s of students in the program.

Canyon Grove Academy received a score of 2 on its most current Results Driven Accountability (RDA) letter, placing us in the Guiding Tier, which according to UPIPS means “we demonstrate successful self-monitoring, high levels of compliance with IDEA regulations, acceptable rates of positive outcomes for students with disabilities, and effective use of professional development resources, but have one or more areas of minor need over a single year.” Our school is submitting a Program Improvement Plan to address the areas of need and activities identified, which are to specifically increase the low participation rates on RISE Numeracy and Literacy tests for students on IEP in Grades 3-8, and increase access to the general education setting for preschool-age students with disabilities. Given Canyon Grove Academy’s current ability to meet all IEPs and 504s of students in our program, we are confident we will continue to do the same with all qualifying students in future years.

IEPs: Canyon Grove Academy directly employs a special education team of certified special education teachers and qualified paraprofessionals and provides access to ongoing professional development to all team members. This team works to ensure that, according to IDEA, all IEP plans are implemented for students who qualify for special education. For example, our special education teacher or paraeducator fulfills service minutes in the IEP through onsite or distance/blended learning methods.. In addition, Canyon Grove Academy contracts with special education consultants to perform external evaluations, oversee our UPIPs, and monitor our compliance with all pertinent rules, regulations, policies and procedures, including the effective implementation of all IEPs so that our students with disabilities have access to a free and appropriate public education. We outsource or employ qualified and licensed professionals for all related services. More details regarding the delivery of Special Education services are included in Section 5-4 of this application.

504s: Canyon Grove Academy also provides accommodations for students who qualify for support through a 504 plan. A designated school administrator works with parent(s) to gather appropriate documentation and create any needed 504 plans. This same administrator follows up on any existing 504s, communicating with appropriate staff and faculty members, and taking any other additional steps necessary to ensure that accommodations are made and that the 504 plan is effectively implemented. Implementation is completed through onsite or distance/blended learning methods, whichever method works best for the student.

4-6. For distance only programs, explain how the school will maintain regular contact with students so as to meet the requirements of R277-419(4)(b) and R277-419(5).

N/A

- 4-7. For blended programs, in addition to the face-to-face component, explain how the school will maintain regular contact with students at a distance so as to meet the requirements of R277-419(4)(b) and R277-419(5).

At Canyon Grove Academy, each distance/blended learning student is assigned an Educational Specialist (ES), (i.e., a certified teacher and teacher of record) who provides students with research- and evidence- based Tier 1 instruction, assesses student academic progress, provides Tier 2 and Tier 3 interventions, and meets regularly with parents to discuss the students' progress. Depending on student progress, the ES may revise curriculum, instructional methods, involve an interventionist (also a certified teacher), or increase the frequency of parent meetings to monitor and discuss progress.

The ES has weekly face-to-face interaction with blended learning students where the ES delivers lessons and provides Tier 2 and Tier 3 interventions to identified students. Students are also assigned interventionists (i.e., certified teachers) who provide additional Tier 2 and Tier 3 academic and behavioral interventions as determined appropriate by Canyon Grove Academy's school MTSS leadership team. Distance/blended learning students also attend weekly face-to-face events (Epic Day) where they participate in lessons on Science with Engineering Education (SEEd) standards and perform experiments, investigate using the STEM design process, engage in literature circles, receive targeted math and reading lessons, and progress monitoring.

ESs and interventionists also maintain regular contact with and provide support to distance/blended learning students, parents, and families during daily office hours (4 hours each day) through synchronous online support, phone calls, chats, emails, etc. and outside of office hours where ESs and interventionists create asynchronous lessons, provide written feedback on assignments, attend Professional Learning Community (PLC) meetings, etc..

Canyon Grove Academy knows there are increased stressors on families when shifting to distance/blended learning instruction. As such, the school relies on caregivers to provide unique information on what's happening at home and how students are responding to and coping with current events and virtual environments. To help families create a sense of normalcy when beginning distance/blended learning, Canyon Grove Academy provides the following activity:

- Define what is most important for your family
- Create a schedule
- Create a workstation
- Establish expectations
- Create goals/objectives for the day/week

Parents and families play a critical role in distance/blended learning. Prior to each school year Canyon Grove Academy asks parents to identify their communication preference (e.g., email, text, phone call, in-person meetings, etc.). To ensure they are prepared for their responsibility, Canyon Grove Academy communicates with parents the *what* and the *how* to be successful. We communicate (*what*): where to access information, lesson content and focus, required assignments, and which curricula are being used. We also communicate (*how*): student schedules (e.g., Epic day, office hours, field trip days), access to material information, and the modalities for submitting assignments (e.g., email, voicemail, picture, scan, delivery to school, hard copy via mail, etc.).

In addition to the communication provided to all students and families, supplementary communication and supports are needed by some families. Canyon Grove Academy incorporates Epstein's (2009) school-to-parent and parent-to school activities across the MTSS tiers to ensure all students and families receive the needed level of communication and support (see Appendix H, *Canyon Grove Academy MTSS Tiered Parent Involvement*).

Parents must certify daily attendance and attend regularly scheduled touchpoints with their child’s ES. Touchpoints are parent meetings in a variety of formats (e.g., Google Form reporting, phone call, email, Zoom, face-to-face meetings). ESs and interventionists also take attendance at Epic Day and other onsite activities. Attendance is granted if the progress standards mentioned above have been fulfilled.

If a student is absent for more than three days, a doctor’s note must be provided. If students have an unexcused absence from a weekly event and/or the parent cannot be reached for their regularly scheduled touchpoint, then Canyon Grove Academy begins its attendance procedure for subsequent withdrawal from school membership.

Canyon Grove Academy meets all of the school day and instructional time requirements in Board Rule R277-419 and State Law U.C.A. 53F-2-102.

## 5. Educational Plan

- X By checking this box, I understand and agree that the Educational Plan of the program must meet state standards and I also understand that all curriculum must be provided by the school.
  - X By checking this box, I understand and agree that daily lesson plans are created and directed by the licensed teacher. The teacher provides lesson plans, instruction to students, assessments of progress, and appropriate interventions as needed.
- 5-1. Outline how the program works, including the essential program elements and administrative and support structure of the program. Cite relevant performance data about the proposed program where available. Describe if the program will use a synchronous or asynchronous model, or a mix of the two.

### **Pacing and scheduling:**

Guidance from the Utah State Board of Education specific to distance learning is framed around three key areas: (1) focusing learning on the essentials, (2) scaling learning time, and (3) providing parent and family supports (<https://schools.utah.gov/file/eaf03f5d-64bb-4e0d-a997-0edf2b816623>). Canyon Grove Academy’s goal with its distance/blended learning programs is to reduce the stressors on families when they shift to this type of learning. The instruction Canyon Grove Academy provides is not at the expense of student, family, or our employees mental health.

When developing our distance learning curriculum and pacing guides, we asked our educational specialists (ES) to consider how much time in a typical classroom they spent on whole-group instruction, small group instruction, independent seat work, and transitioning between activities, as well as the variations in time when teaching new content versus revisiting something students have mastered. Once they articulated they were not instructing 100% of the time in a typical classroom, we focused our distance curricula and pacing guides on how we could maximize student engagement to learn critical and essential content (i.e., Power Standards) rather than filling time. Our guiding questions were:

- How can Canyon Grove Academy ensure continuation of learning for all learners?
- How can Canyon Grove Academy ensure students are prepared for the next grade level?
- How can Canyon Grove Academy reduce cognitive overload and stress? (both frequent issues with students who participate in online learning or self-paced learning – especially when students have multiple teachers involved or executive functioning deficits)

Canyon Grove Academy’s model includes approximately 60 minutes each week of synchronous instruction in language arts, mathematics, and science at Epic Day using USBE co-teaching strategies with licensed teachers and paraeducators (e.g., parallel teaching, teaming, one teach - one assist, station teaching, one teach - one observe). Students also receive a high amount of asynchronous instruction (4x60 minute blocks each week of language arts, mathematics, and science; 2x60 minute blocks each week of social studies; and time for specials and electives). In addition, students have 120 minutes each week allotted to independent work related to instruction. Notice that in one week, Canyon Grove Academy students are not expected to join synchronous instruction with their teacher for more than an hour per subject. In some instances, however, the amount of synchronous instruction is increased to provide supporting or intensive instruction for struggling learners or to provide Specially Designed Instruction (SDI) for students with disabilities. Students can also receive additional assistance through teacher office hours (4 hours each day). Balancing synchronous and asynchronous instruction allows Canyon Grove Academy to help students and families feel connected to teachers, other students, and the community where they live with the additional flexibility they need to access school on their own time.

Canyon Grove Academy, under the direction of our charter, encourages students to be engaged in their own education. This begins with an individualized approach to create a year-long plan for each child, with a licensed teacher deciding which research- and evidence- based curriculum and instructional methods are best after considering input from the student and parent(s). For returning students, this meeting happens in May to prepare for the following school year. For new students, creating this plan is the first step after they enroll in our school.

Canyon Grove Academy recognizes that pacing lags a bit when new students come on board to distance/blended learning and we make adjustments accordingly. As an example, we increase our contact with students when they first come on board to ensure they are able to access the curriculum and pacing guides, as well as understand the on-site and field trip opportunities. We discuss new students more frequently in PLCs to ensure they are acquiring new skills and we are meeting their individual needs (i.e., checking for stressors).

We also recognize that test scores lag in roughly the same pattern (See Performance Data below).

**Planning and delivering effective and equitable instruction:**

Bowling is a sport where the goal is to knock down 10 pins in each frame using up to two balls. A great bowler does this with one ball but, sometimes, if the aim is not true, it takes two balls. Professional bowlers don’t aim down the middle for the head pin (the easiest pin to hit) because it often leaves two pins standing, the 7-10 split – the most difficult shot to make. Instead, they aim for the hardest pins to hit, knowing that aiming for the hardest pins to hit will also knock down the easiest pins. Using Shelley Moore’s equitable instruction bowling analogy, the ball is the lesson and the students are the pins. If we aim for the head pin (the easiest pin) we will leave the 7-10 split with the 7 pin being the most difficult to educate students needing immense support and the 10 pin being the brightest students needing immense challenge. Canyon Grove Academy staff aims for the hardest students to educate knowing that all students will benefit from the strategies and supports designed for the hardest to reach.

Students with Disabilities who attend Canyon Grove Academy, including those who participate in distance/blended learning, receive Specially Designed Instruction (SDI) “adapting, as appropriate, the content, methodology, or delivery of instruction to address the unique needs of the students that result from the students’ disability to ensure access of the child to the general curriculum, so that the child can meet the same educational standards of the public agency that apply to all children” (IDEA 300.306(b)(3)). To deliver SDI through distance/blended learning, Canyon Grove Academy considers the student’s disability when creating the student’s individual learning plan, ensuring the instruction aligns with the individual IEP goals, providing

regular progress monitoring, and thinking outside the box about providing the student's required accommodations and modifications, including related services.

Similar to students with disabilities, students learning English (ELLs) who attend Canyon Grove Academy, including those who participate in distance/blended learning, receive additional support in the core instruction through culturally-relevant content.

Universal Design for Learning (UDL) is an instructional framework that focuses on teaching-learning processes in a way that will serve the needs of the greatest number of students in an educational setting regardless of their learning characteristics or perceived abilities. UDL provides a blueprint for developing instructional goals, teaching methods, materials, and assessments, that work for each student not a single one-size-fits all approach, or solution, but rather flexible approaches that can be customized and adjusted to meet individual student needs. The purpose for designing curricula based on UDL principles is not simply to help students master specific content, but rather to help them become expert learners who know how to learn. Designing Canyon Grove Academy curricula using UDL removes potential barriers that could prevent learners from meeting important goals while also helping them access and master subject-area content.

After planning instruction using UDL strategies to ensure barriers to learning content are reduced, some students at Canyon Grove Academy still need more help. This is where our educational specialists (ESs) and interventionists differentiate, or tailor the content, process, product, or environment to meet individual or group needs. We follow the five anchors of differentiation: time, intensity, explicitness, strategic instruction, and response options.

In addition, Canyon Grove Academy scaffolds instruction for students who need temporary supports to help them master a concept. We use content, task, and material scaffolding as appropriate for our students, including those who participate in distance/blended learning.

After each individual student learning plan is set, the ES creates and delivers lessons (both onsite and online, synchronous and asynchronous), primary and supplementary research- and evidence- based curricula and resources to all students (i.e., Tier 1 instruction). Students meet weekly with their ES for face-to-face instruction, project-based learning lessons, progress monitoring, competency assessments of power standards, and for any needed interventions. Students with disabilities receive support as directed by their IEP and students with a 504 receive accommodations as directed by their plan. Following and during lessons, parents and families work with their children to support their learning. If students are not making desired progress, as evidenced by assessment scores or information shared during touchpoint meetings, trained math and reading interventionists provide additional interventions as described in our schoolwide MTSS model.

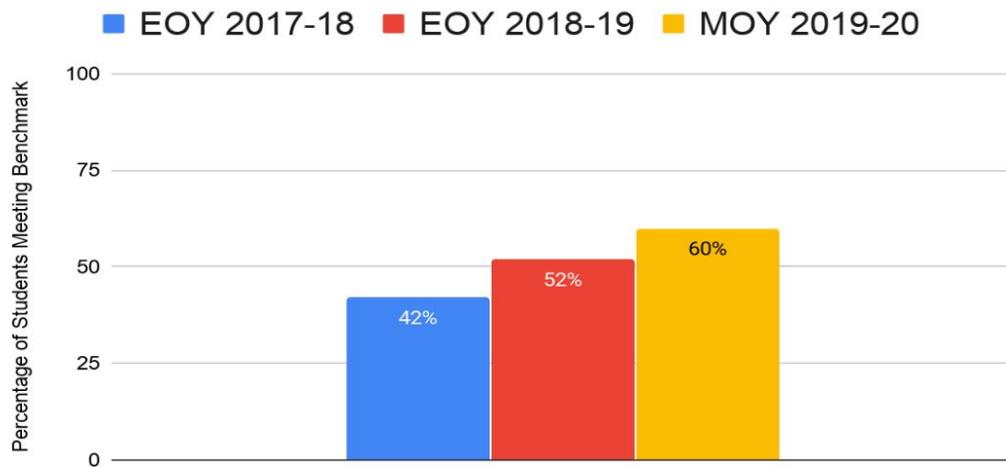
Educational Specialists collaborate regularly with parents and families to (1) report student academic progress and program engagement using current data points, (2) revisit effectiveness of curriculum and instructional delivery as selected in the student's individualized learning plan, (3) adjust Student Education Plan (SEP) goals, and (4) examine current competency of grade level standards.

### **Performance data:**

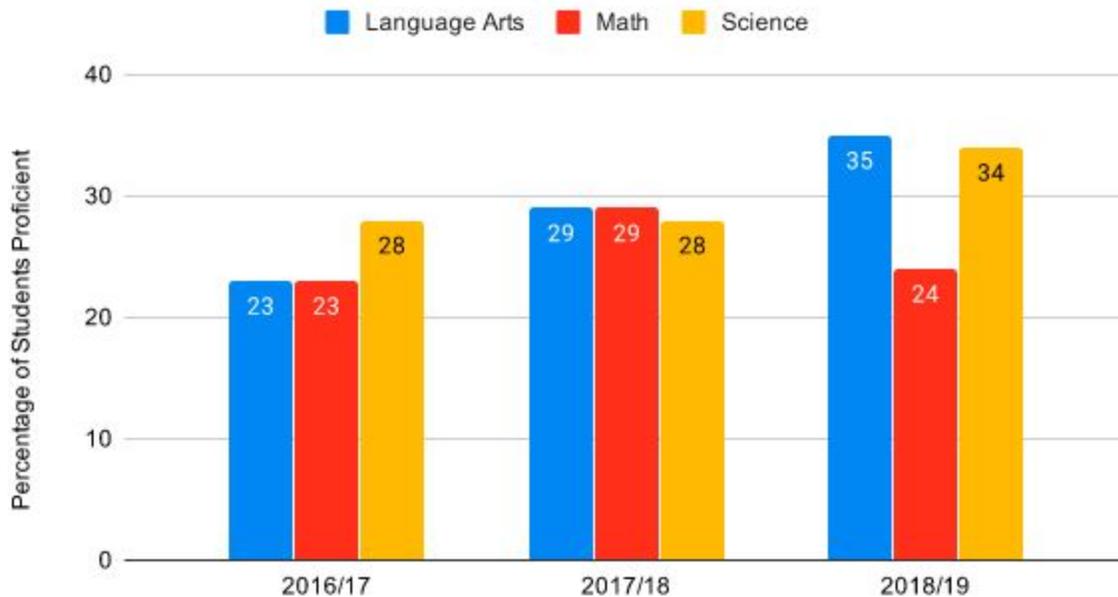
Distance/blended learning students demonstrate competency by completing various informative assessments, as well as task assessments observed directly by the ES. Task assessments are designed to fulfill competencies as outlined in the Utah State Core Curriculum. The ESs meet regularly with administration during PLC meetings to review student work samples and task assessments.

Canyon Grove Academy has shown consistent academic growth since opening, with the exception of a dip in 2017 when the distance/blended learning program experienced a high influx of new students. As discussed previously, beginning a distance/blended learning program introduces stressors into a student and family life that oftentimes shows up in student performance. Since that dip in 2017, Canyon Grove Academy’s proficiency scores for DIBELS and SAGE/RISE have continued to improve. The marked improvement in Language Arts is due to both the addition of interventionists providing additional Tier 2 and Tier 3 supports beginning in 2018-2019 and actively participating in the USBE’s UMTSS grant program. (NOTE: In 2018-19 the USBE’s testing system had technical issues and several Canyon Grove Academy students were unable to finish the mathematics test.)

### Entering Student Cohort (EOY for K, 1st, 2nd) 2017-



## RISE/SAGE Student Proficiency



5-2. Describe how lessons at a distance are delivered and reinforced by the teacher of record.

Note: Additional details about the planning and delivering of effective and equitable distance instruction is found in section 5-1.

Canyon Grove Academy students receive 180 days of teacher-led, research- and evidence- based curriculum and instruction using both synchronous and asynchronous models. Our ESs create and teach lessons each year and catalog them for future use by students who have an interest in a particular topic or need additional reinforcement with a lesson taught in a different way. This library of lessons can be accessed by students, paraeducators, interventionists, and other teachers at any time to introduce new topics or reinforce previous learning.

To ensure students are making appropriate progress, our teachers create a pacing guide that is provided to the student and family at the beginning of each school year to encourage self-monitoring and taking responsibility for one's learning. As mentioned previously, student progress is discussed during weekly PLCs and meetings between ESs and paraeducators (i.e., co-teachers). Progress includes both a review of lessons completed compared to the pacing guide, as well as student competency of standards using NWEA testing results.

5-3. Describe the curriculum used by teachers in their lessons and how this aligns with state standards. List the intended curricula.

Canyon Grove Academy uses research- and evidence- based practices and curriculum aligned with the Utah Core standards. Prior to purchasing a new curricula, Canyon Grove Academy first vets curricula on current best practices and research using the What Works Clearinghouse (<https://ies.ed.gov/ncee/wwc>), a website that "reviews the existing research on different programs, products, practices, and policies in education...to provide educators with the information they need to make evidence based decisions" and National Center on Intensive Intervention (<https://charts.intensiveintervention.org/chart/instructional-intervention-tools>), a website that "presents information about academic intervention programs" to inform our process. After purchasing, we use internal data and student achievement scores to track viability of curricula with our population of students (i.e., ensuring it is evidence-based).

Our current library of lessons is extensive and includes teacher created lessons, Lexia Core 5, ST Math, MathU See, Explode the Code, ALEKS math, Heggerty Phonemic Awareness, Words Their Way, and Saxon Math. As new research comes available, and new curriculum is created, we will continue to consider adding to our lesson library research-based options in Language Arts, Mathematics, and Science. As such, our curricula will change over time to ensure it continues to meet the needs of our students.

5-4. Describe how the distance/blended learning program will provide, as required by state and federal law, special education and related services. Is this the same process used at the school? If not, explain the differences.

Note: Additional details about how Canyon Grove Academy provides special education services to all students is found in section 4-5.

Special education services are provided according to the IEP and consistent with all state and federal laws. Canyon Grove Academy, according to the most recent RDA designation from USBE, “demonstrate[s] successful self-monitoring, high levels of compliance with IDEA regulations, acceptable rates of positive outcomes for students with disabilities, and effective use of professional development resources...” when it comes to special education (See Appendix I, *Results Driven Accountability Letter from USBE dated April 24, 2020*). In addition, Canyon Grove Academy is very actively engaged in Child Find and has an effective system of progress monitoring, collaborative PLCs, and Tier 2 and Tier 3 interventions.

Canyon Grove Academy uses the same referral process with all of our students, including those in the distance/blended learning program. We use a combination of the RtI and discrepancy models for the identification process. Once a student with a disability has an IEP, Canyon Grove provides IEP services to all identified students through certified special education teachers and qualified paraeducators in multiple formats, including face-to-face on our main campus, face-to-face at their site locations, or through online synchronous instruction. For related services, qualified and licensed providers (e.g., occupational therapist, physical therapist, speech pathologist, etc.) deliver services according to student IEPs.

5-5. Describe how student work will be assessed and grades provided. How will current MTSS/RTI practices be implemented into the distance/blended learning program?

Student work is assessed by ESs (i.e., licensed teachers). ESs collect student assignments from each student in the manner of submission identified as best by the student and provide feedback for each assignment. Verbal feedback is provided to students and missing concepts are retaught. Students receive grades based on the number of power standards they master within the school year. When Canyon Grove Academy moves to a competency-based assessment model, the grading will change to include Power Standards and other school-identified competencies. Canyon Grove Academy is creating a schoolwide competency-based grading plan and including teachers in that decision.

Our schoolwide MTSS academic practices include using universal screening tools to identify students who are at risk of academic failure. Currently, our universal screening tools are DIBELS for Language Arts and NWEA MAP for mathematics. Because Canyon Grove Academy uses the progress monitoring method for decision-making, meaning we look at results from multiple assessments and examples of student performance before determining the Tier 2 or Tier 3 interventions needed by a particular student, we continue to provide high quality Tier 1 instruction to all students while progress monitoring identified students for up to 6 weeks. If results over that time continue to identify a student as at risk of academic failure, then Tier 2 or Tier 3 interventions are implemented.

Students identified for Tier 2 or Tier 3 interventions receive interventions from their ES in the classroom as determined appropriate (intensity and duration). The ES and paraeducator progress monitors the student throughout the process, keeping notes on the date of intervention, specific intervention used, duration of

intervention, and student results, making adjustments based on progress monitoring data. If progress monitoring results show a student needs additional interventions, the data collected by the teacher is brought to the appropriate PLC team, which discusses and determines the best course of action. This may include continued interventions from the ES or paraeducator, or a student receiving interventions from the school's math or reading interventionists. This process is continued until such time as the student is no longer identified as at risk of academic failure or the student is identified as needing assessment for special education services.

MTSS practices are identical for students in the onsite and distance/blended learning programs.

5-6. For blended programs, provide the coherence of the overall education program, such as how face-to-face instruction aligns with distance instruction to provide an overall integrated program for students.

Note: Additional details about the coherence of the overall education program, including how onsite instruction aligns with Canyon Grove Academy's distance/blended learning program is found in Section 5-1.

One of Canyon Grove Academy's belief statements is that all students have the capacity to learn and our job is to ensure this learning occurs utilizing a range of research- and evidence- based instructional approaches and curricula. Canyon Grove Academy teachers create a year-long individualized education plan for each child based on student need and student interest. Teachers, paraeducators, and interventionists then use our library of lesson plans, which contain several different programs for asynchronous learning, to specifically meet each child's academic needs. Our ESs monitor student progress and ensure students receive modified instruction as necessary to ensure student academic success. This variety of teacher-centered and learner-centered pedagogy in our library allows our teachers to adapt lessons to the surrounding context and on-the-ground conditions of the learner.

EXAMPLE: our face-to-face instruction at Epic Day may introduce a new theme using a teacher-centered method such as anticipatory sets to build prior knowledge, leading questions with student discussion and elaboration, or providing guided explorations for deeper learning. This would occur in the 60 minute synchronous session. The remainder of the week, students would participate in asynchronous instruction that helps students develop personal connections with the theme or content using a learner-centered, dive deeper approach through distance/blended learning instruction in their individual learning environment. Finally, the teacher would assess student competency of core standards (or power standards) with a student debrief or share when they return to the face-to-face setting the next week.

5-7. Provide your assessment plan. What are your plans to encourage participation in state assessment? How will state assessments be administered throughout the area you serve? What potential sites have been identified to administer state assessments? Describe how testing will be made available to students in such a way that does not discourage participation, including, but not limited to, distance traveled to participate in assessments.

As a public charter school, all Canyon Grove Academy students participate in all required state testing unless the parents opt them out, according to USBE R277-404. Students complete the tests with certified teachers as proctors. As it validates Canyon Grove Academy's program, we use group parent communication to encourage students to take the RISE test. Additionally, we work to resolve concerns through personal phone calls when parents want to discuss opting out.

Canyon Grove Academy wants the RISE experience to be as positive and comfortable for students, parents, and families as possible. We do this by scheduling testing in conjunction with Discovery Days (onsite) and providing learning activities for younger siblings in grades K-2 while students in grades 3 - 6 test so that families can attend together, facilitating travel. Our student RISE participation rate increased to 69% when we implemented testing on Discovery Day with learning activities for younger grades.

Currently, Canyon Grove Academy has distance/blended learning sites in Springville (Nebo District), Eagle Mountain (Alpine District), Logan (Logan City District), Draper (Canyons District), and South Jordan (Jordan District). In 2020-2021 we will open a distance/blended learning site in Tooele (Tooele District) and a distance only option in Cedar City (Iron County District). As the majority of Canyon Grove Academy students live within 5 miles of their distance site, travel has not been an issue. We regularly arrange for bus transportation to our main campus for most of our distance sites for Discovery Day and state testing. If students live too far away to access our regular bus transportation, we take the state test to them and proctor it at a site close to their home.

We believe students will feel more comfortable and have less anxiety if they have familiarity with the test and this, too, will encourage participation. Therefore, we make parents aware of activities that will help prepare their child for testing, such as the online practice tests and programs such as Learning Farm.

- 5-8. If the distance/blended learning program intends to serve a high school population, identify the graduation requirements for the school that will meet State requirements. Describe the process and criteria for awarding course credit. Are these the same requirements, processes, and criteria as the school? If not, explain the differences.

N/A

- 5-9. How will the school communicate student progress to the parents and on what timeline? Is it strictly school to parent communication or is there a platform the parents can use to access student grades, time on task, etc?

Note: Additional details about the efforts of Canyon Grove Academy to communicate with students, parents, and families in our distance/blended learning program is found in Sections 4-7 and 5-2.

Parents and families play a critical role in distance/blended learning. Prior to each school year Canyon Grove Academy asks parents to identify their communication preference (e.g., email, text, phone call, in-person meetings, etc.). To ensure they are prepared for their responsibility, Canyon Grove Academy communicates with parents the *what* and the *how* to be successful. We communicate (*what*): where to access information - including student progress and (*how*): office hours, access to material information.

In addition to the communication provided to all students and families about student progress, supplementary communication and supports are needed by some families. Canyon Grove Academy incorporates Epstein's (2009) school-to-parent and parent-to school activities across the MTSS tiers to ensure all students and families receive the needed level of communication and support (see Appendix H, *Canyon Grove Academy MTSS Tiered Parent Involvement Inventory*).

ESs, paraeducators, interventionists, and school administrators communicate student progress to parents in a manner that meets the needs of the students and parents (e.g., touchpoint meeting, emails, texts, etc.), and parents can access information about student progress by contacting the school or signing up for parent reports (e.g., Lexis Core 5).

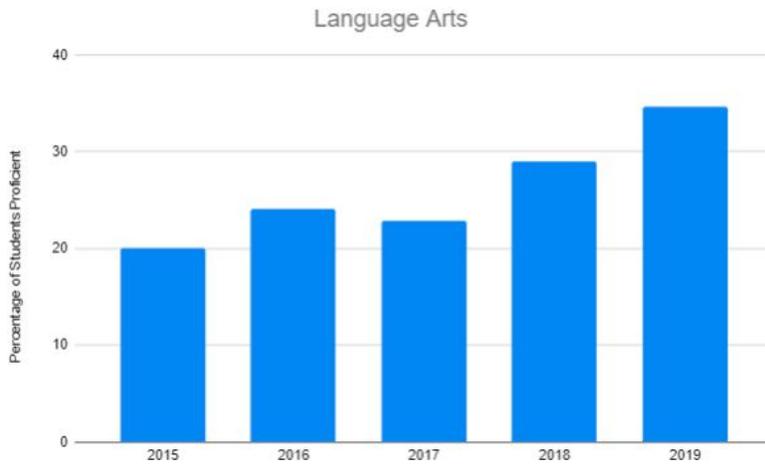
- 5-10. List the *Contractual Agreement Goals* of the school and describe the school's performance against the goals. Include goals identified in the Charter Fidelity Monitoring Report (if charter agreement signed prior to June 2016) or Exhibit A (if the charter agreement was signed in June 2016 or later). If the school is not meeting all of its goals, describe the governing board's corrective action plan.

Canyon Grove Academy current charter agreement goals are listed below, including the original goal language and targets. An explanation of current performance, progress, and any corrective action or goal changes is

provided following each goal. However, with this amendment request, we've submitted an Exhibit A for consideration.

**Goal 1:** The percentage of students achieving proficiency on English Language Arts CRT will increase 2% each year until we reach 90% (CA, p.98). **Target:** 2% increase each year - 90% proficient

In 2019, our RISE proficiency rating was 35% for Language Arts. This was a 6% increase from 2018. A graph below shows our Language Arts proficiency score since 2015. We have made regular improvement since 2015 (+15%) and are still working toward our goal of 90% proficiency.



**Goal 2:** 90% of students in grades K-6 attending our school for 1 year or more will achieve a PASS grade in Reading (CA, p.98). **Target:** 90% of students achieve "PASS".

Canyon Grove Academy uses NWEA assessments to determine if students receive a PASS grade for most students. School practice is a cut point score by grade level (see below) on NWEA MAP.

CGA NWEA Cut Points Reading		% who passed Spring 2019
K	143	91%
1st	161	79%
2nd	172	82%
3rd	183	80%
4th	190	78%
5th	196	86%

6th	200	79%
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**Goal 3:** 90% of students in grades 7-8 attending our school for 1 year or more will achieve a "PASS" grade in English (CA, p.98). **Target:** 90% of students achieve Pass.

2018-2019: 96% of students passed  
 Fall 2019: 100% of students passed

**Goal 4:** 80% of special education students in grades K-8 who attended our school for 1 year or more will achieve a PASS grade in Reading or English (CA, p.98). **Target:** 80% of students achieve Pass

100% of students received a passing grade in Reading and English in coordination with their IEP accommodations.

**Goal 5:** The percentage of students achieving Proficient or Advanced on the Direct Writing Assessment will increase 2% each year until we reach 90% (CA, p.99). **Target:** 2% increase each year - 90% proficient.

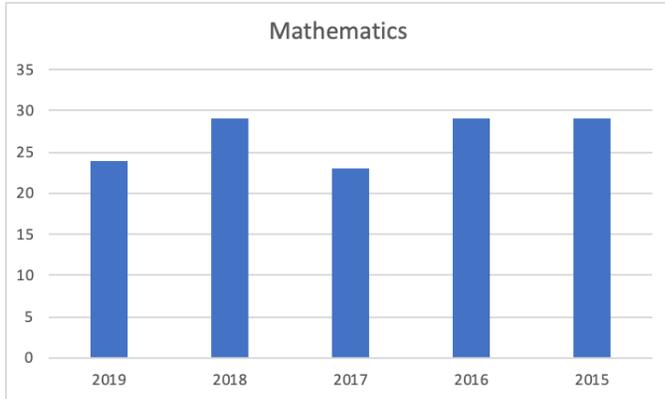
Not applicable. Given the USBE moved away from the Direct Writing Assessment, Canyon Grove Academy does not have a writing assessment for students.

**Goal 6:** 90% of students attending our school for one year or more will achieve a Pass grade in Writing. **Target:** 90% of students achieve Pass.

Not applicable: Given the USBE moved away from the Direct Writing Assessment, Canyon Grove Academy does not have a writing assessment for students

**Goal 7:** The percentage of students achieving Proficient or Advanced on the Mathematics CRT will increase 2% each year until we reach 90% (CA, p.99). **Target:** 2% increase each year - 90% proficient.

In 2019, our RISE proficiency rating was 24% for Mathematics. This was a 5% decrease from 2018. The graph below shows Mathematics proficiency scores since 2015. We have not made regular improvements. As such, we hired a mathematics tutor in 2018-2019 and changed her role to an interventionist in 2019-2020 to work individually with students who are not making adequate improvements (as identified by the PLC). We anticipated our 2020 RISE scores would have improved significantly, based on our formative assessments.



**Goal 8:** 90% of students attending our school for one year or more will achieve a Pass grade in Math (CA, p.99). **Target:** 90% of students achieve pass.

Canyon Grove Academy uses NWEA assessments to determine if students receive a PASS grade. School practice is a cut point score as detailed below.

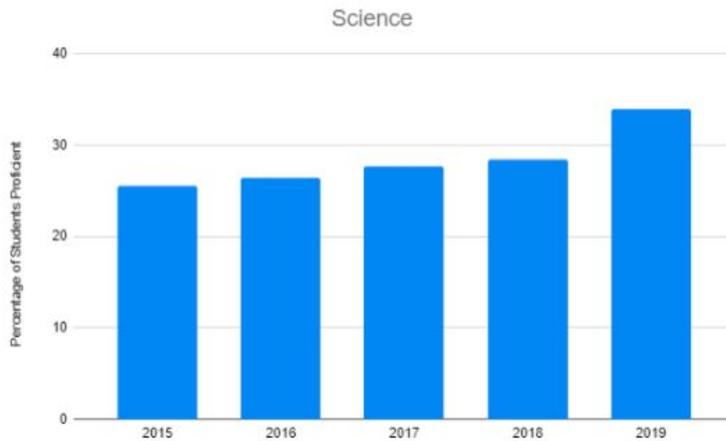
CGA NWEASpring Cut Points Math		% who passed Spring 2019
K	142	84%
1st	165	79.7%
2nd	176	85.6%
3rd	188	76.4%
4th	198	71.4%
5th	204	77.8%
6th	207	78.1%

**Goal 9:** 80% of special education students in grades K-8 who attended our school for 1 year or more will achieve a PASS grade in Mathematics (CA, p.100). **Target:** 80% of students achieve a pass.

100% of students received a passing grade in Math in coordination with their IEP accommodations.

**Goal 10:** The percentage of students achieving Proficient or Advanced on the Science CRT will increase 2% each year until we reach 90% (CA, p.100). **Target:** 2% increase each year - 90% proficient.

USBE has moved away from the Science CRT. In 2019, our RISE proficiency rating was 34% for Science. This was a 6% increase from 2018. A graph below shows our Science proficiency score since 2015. We have made regular improvement since 2015 (+8%) and are still working toward our goal of 90% proficiency.



**Goal 11:** 90% of students attending our school for one year or more will achieve a Pass grade in Science (CA, p.100). **Target:** 90% of students achieve pass.

Canyon Grove Academy uses the RISE assessment to determine if students receive a PASS grade. (See data in Goal 10). Where appropriate, other assessments may be used to measure student growth. When growth is considered above average, students will receive a PASS.

**Goal 12:** Every student will participate in a minimum of one history event per year (CA, p.100). **Target:** 1 event per year per student.

Canyon Grove Academy has Epic Day once per week. Epic Day is focused around history. In 2019-2020, Epic Day was focused on Medieval and Renaissance time periods across the world (2018-2019 was Ancient Civilizations, 2017-2018 World and Modern History, and 2016-2017 U.S. History). Each of our students have world classroom experiences on a weekly basis. Even during U.S. History year, we discuss how things in the U.S. impacted the world, as well as other events happening around the world during that period of U.S. History.

**Goal 13:** All faculty and administration will learn one of the world languages taught at our school and achieve a "High Novice Level of Proficiency" by the end of his/her second year of employment (CA, p.100). **Target:** All at "High Novice Level" by the end of his/her 2nd year.

Canyon Grove Academy does not teach world languages and does not require employees to achieve a "High Novice Level of Proficiency" on any language.

**Goal 14:** Our school will become a Utah Gold Medal School, achieving Bronze Level by Spring 2011 and one additional level every year until Gold Medal Status achieved; Gold Medal Status will be retained in subsequent years (CA, p.101). **Target:** Gold Medal Status.

Not applicable. Canyon Grove Academy achieved a Silver Medal Status prior to 2014. Canyon Grove Academy will not be achieving Gold Medal status as the USBE has moved away from this program.

**Goal 15:** Every student will participate in a minimum of one fine arts event per year (CA, p.101). **Target:** 1 event per student per year.

Canyon Grove Academy has a Beverly Taylor Sorenson Arts program and all students participate in art each year. All students submit one piece of art to the end of year display and parents and families are invited to come and view the art display.

**Goal 16:** 80% of students in Grade 4 who have attended our school for 1 year or more will type at a rate of 20 wpm or greater; grade 6 at 27 wpm; grades 7-8 at 45 wpm (CA, p.101). **Target:** 80% at 20 wpm (Gr. 4), 27 wpm (Gr. 6), 45 wpm (Grs. 7-8).

All students who participate in Canyon Grove Academy’s distance/blended program are typing on a regular basis, as well as assessed on their writing/typing skills on RISE. However, we do not test for the words per minute at this time.

**Goal 17:** Every student at our school will have the opportunity to attend 9 world classroom experiences each year (CA, p.101). **Target:** 9 experiences for every student.

Canyon Grove Academy offers “world classroom” experiences through virtual assemblies, walking tours, outdoor class periods, and traditional field trips. World classroom experiences are offered every week..

**Goal 18:** School will maintain a school-wide database of lesson plans for every subject and grade; every teacher will contribute or adapt at least 9 lesson plans from his or her area of expertise every year (CA, p.102). **Target:** 9 plans per teacher per year.

All teachers at Canyon Grove Academy use lesson plans from our school-wide lesson library. Teachers added multiple lesson plans each year for the first several years of the school. In 2019-2020, teachers (or our curriculum development team) add new lessons to the library, when appropriate.

**Goal 19:** We will maintain a student to computer ratio of 2:1.5 or lower (CA, p.102). **Target:** 2:1.5 ratio or lower.

Canyon Grove Academy student to computer ratio is 1:1.

**Goal 20:** We will use student artwork, music, math projects, and science experiments to create a sensory rich environment; every department will contribute one appropriate project per grade level per year (CA, p.102). **Target:** 1 project per department per year.

Teachers use their bulletin boards to create a sensory rich environment in their classrooms by displaying student work. We will continue to work toward obtaining one or more projects per grade level to display around the school (e.g., library).

**Goal 21:** Science students will conduct an annual environmental audit to monitor levels of waste, recycling, energy use, purchases of environmentally preferable products, and financial savings and/or costs. These results will be presented to the Board each April/May (CA, p.102). **Target:** Annual student environmental audit to board.

Canyon Grove Academy does not have students conduct an annual environmental audit to monitor levels of waste, etc. We do, however, practice environmentally friendly disposal services and separate waste in the lunchroom into appropriate containers: landfill, compost, recycling.

**Goal 22:** The Asst Director will record evidence of one new or innovative environmentally responsible technology, maintenance procedure, or building component that is incorporated each school year (CA, p.102).  
**Target:** 1 new feature per year.

Canyon Grove Academy does not have its assistant director do this project. Instead, our assistant director focuses on improving reading and mathematics instruction for all students, as we feel this is a more important goal at our school.

**Goal 23:** Every lesson plan in the school-wide lesson plan database will have at least one identified curriculum connection to environmental responsibility (CA, p.102). **Target:** 1 connection per lesson plan.

Canyon Grove Academy does not have every lesson plan tied to environmental responsibility. Instead, all of our lesson plans are mapped to the Utah State Board of Education Standards, as we feel this is a more important goal at our school.

**Goal 24:** 90% of grades 1-8 students who have attended our school for 1 or more years will achieve a Pass grade in a study strategies course (CA, p.103). **Target:** 90% of students achieve Pass

Canyon Grove Academy has a course called Leadership held each Epic Day. During this course, students receive help on study strategies, brain work, self awareness with learning, etc. While we don't give students a grade for this course, we do evaluate this aspect of student behavior in our school wide PBIS framework.

**Goal 25:** All students in grade 4-8 will participate in the school garden program (CA, p.103). **Target:** All students participate.

Canyon Grove Academy has a school garden. All students in grade K-8 participate with the garden, doing things such as planting seeds, collecting compost, working with indoor hydroponics, and gathering chicken eggs.

**Goal 26:** The school counselor or faculty advisor for each student will complete a yearly learning modalities evaluation with each student, discuss the results with each student and parent, and record the results in the student's Cumulative folder (CA, p.103). **Target:** Every student, every year

Canyon Grove Academy does not have a formal learning modality evaluation, but does discuss student study and learning modalities with parents each year.

## 6. Employee Plan

- × By checking this box, I understand and agree that the employee policies of the new school should be consistent with state and federal laws, including, but not limited to, background check requirements, qualifications for positions, employee evaluation requirements, and the handling of employing relatives.
- × By checking this box, I understand and agree that instruction and primary academic support are done by a licensed teacher, meeting requirements in R277-502. Administrative and instructional support, such as a distance coordinator, counselors, coaches, advisors, and paraprofessionals, do not count as the

instructional teacher. A parent, while an essential and foundational part of a student’s education, is not the teacher in a public-school distance or blended program.

- 6-1. Identify how the school will select each teacher of record and how each teacher is properly licensed and endorsed for each class taught. Describe the training or expected qualifications of the teachers that prepare them for quality distance or blended instruction.

All teachers of record (e.g., ESs) and supplementary teachers (e.g., paraeducators, interventionists) are properly licensed and endorsed in the state of Utah and are certified for the classes being taught or assignments given. Canyon Grove Academy follows a specific hiring process. We only hire the best teachers after verifying teacher licensure and endorsement status. We then assign teachers based on their licensure, endorsements, and required expertise. We assist teachers in attaining a Professional Educator License and are considering applying to be an Alternate Educator Preparation Program.

In addition to being a properly licensed and endorsed educator, each teacher is provided professional learning specific to providing high quality blended instruction and assigned a mentor who is a seasoned distance/blended learning instructor. Professional learning includes using a combination of video series, levels in-house certification using Canvas course modules, and ongoing team meetings. Teacher observations, parent surveys, student surveys, and student results are all data elements used when determining teacher effectiveness in blended instruction.

- 6-2. Provide the anticipated teacher/student ratio for the program. (This does not include additional administrative and instructional support staff.)

Our anticipated certified teacher/student ratio is 1/45, not including our administrative and extensive instructional support staff. It includes licensed teachers of record and Educational Specialists instructing and progress monitoring students in a face-to-face environment.

- 6-3. Provide an amount of time per week students interact with the teacher(s) of record at a distance. For blended models, also provide the amount of time of face-to-face instruction by the teacher(s) of record.

Note: Additional details about the amount of time per week students interact with the teacher(s) of record in the distance/blended learning program is found in Section 5-1.

Canyon Grove Academy’s model includes approximately 60 minutes each week of synchronous instruction in language arts, mathematics, and science at Epic Day using USBE co-teaching strategies with licensed teachers and paraeducators (e.g., parallel teaching, teaming, one teach - one assist, station teaching, one teach - one observe). Students also receive a high amount of asynchronous instruction (4x60 minute blocks each week of language arts, mathematics, and science; 2x60 minute blocks each week of social studies; and time for specials and electives). In addition, students have 120 minutes each week allotted to independent work related to instruction. Students can also receive additional assistance through teacher office hours (4 hours each day).

In some instances, however, the amount of synchronous instruction is increased to provide supporting or intensive instruction for struggling learners or to provide Specially Designed Instruction (SDI) for students with disabilities.

Support also includes student testing (DIBELS, NWEA) and ongoing progress monitoring, data analysis and targeted individual and/or small group instruction (co-teaching), student celebrations to increase achievement in

adaptive online programs, behavior interventions (PBIS), feedback on student work and direct observations of student skills, etc.

Students with disabilities receive instruction and interventions according to the student's IEP.

- 6-4. Provide the amount of time per week students interact at a distance with school staff other than the teacher(s) of record. For blended models, also provide the amount of time of face-to-face instruction by school staff other than the teacher(s) of record.

Canyon Grove Academy's model includes approximately 60 minutes each week of synchronous instruction in language arts, mathematics, and science at Epic Day using USBE co-teaching strategies with licensed teachers and paraeducators (e.g., parallel teaching, teaming, one teach - one assist, station teaching, one teach - one observe). Students also receive a high amount of asynchronous instruction (4x60 minute blocks each week of language arts, mathematics, and science; 2x60 minute blocks each week of social studies; and time for specials and electives). In addition, students have 120 minutes each week allotted to independent work related to instruction. Students can also receive additional assistance through teacher office hours (4 hours each day).

In some instances, however, the amount of synchronous instruction is increased to provide supporting or intensive instruction for struggling learners or to provide Specially Designed Instruction (SDI) for students with disabilities.

Support also includes student testing (DIBELS, NWEA) and ongoing progress monitoring, data analysis and targeted individual and/or small group instruction (co-teaching), student celebrations to increase achievement in adaptive online programs, behavior interventions (PBIS), feedback on student work and direct observations of student skills, etc.

Interventionists (certified teachers, but not the teacher of record) and Epic Day instructors provide student intervention and instruction at Epic Day (5.5 hours each week). Identified students receive face-to-face instruction from tutors based on an intervention plan created by the interventionists (e.g., Tier 2 intervention, Tier 3 intervention). Students with disabilities receive face-to-face instruction from the special education teacher and qualified paraeducators, when indicated in the student's IEP. The amount of time students receive face-to-face instruction is individualized and varies.

At Discovery Day, students receive 2.5 hours of instruction from a Discovery Day mentor.

- 6-5. List other types of staff interacting with students (i.e. administrative and instructional support staff) and the nature of that interaction.

Weekly field trips include school administration, students, and families (3 hours). Students also interact with Canyon Grove Academy librarians, front desk staff, food service employees, staff greeting cars, and administrative employees also interact with students through their job functions (time varies).

- 6-6. Describe the school administration's expertise and experience with distance or blended learning.

Kim Goates has worked in distance/blended learning since 2012. She has created multiple distance and blended programs that support the individual needs of the students while still meeting state requirements. Her focus has been on building a standards-based system using data for student-tracking and innovative resources for increasing student achievement.

Rebecca Harrison has worked in distance/blended learning since 2006. Her background is in Special Education, teaching in a resource classroom and also working with students with more severe disabilities. She has created

effective differentiated instruction, blended learning programs, and flipped classrooms. She has utilized technology for enhancing personalized student instruction, effectively implementing competency tools and standards-based reporting in several of these programs, in addition to writing and guiding teacher teams to write a multitude of elementary lesson plans for several platforms, including Moodle, D2L Brightspace, and most extensively Instructure Canvas.

Becky Pili has worked in distance/blended learning since 2000. Working in education for the last 28 years in Utah and Nevada, as a teacher for both elementary and middle schools, teacher coach, and mentor teacher, Becky has served on multiple district data committees, and is currently the onsite director at CGA. Her experience with blended and distance programs has varied and grown over time. She has incorporated K-8 blended learning into her classroom as well as schoolwide on a daily basis in a traditional school setting, using direct and project-based instruction with a mix of online programs that provide guided instruction and monitoring. She has served on several district committees focused on multicultural education, implementing blended learning to reach all students, at all levels, and in all formats.

Blended and distance learning became a part of the Canyon Grove Academy administrative team's focus in 2012, at both the classroom and school level, because it breaks down economic, gender, and racial statuses and allows students to work at their ability level using appropriate learning styles. Technology affords the world of education many opportunities to expand learning beyond the walls of the regular classroom. In the administration's experience, distance learning has allowed CGA to provide families with opportunities to be more active participants in their child's education (beyond an hour or two of homework help in the evening) and provide students the opportunity to have a greater hand in his or her own education. All of this occurs under the direction of CGA administration, with the school providing research- and evidence- based curricula, teachers of record and other teaching staff using research- and evidence- based instructional methods and interventions, and administration ensuring distance students receive support and guidance through the Utah Core standards and state requirements.

## 7. Business Plan

- 7-1. Identify all contemplated, proposed, or actual relationships with any education service provider. Provide any contemplated, proposed, or actual contracts or terms of such a relationship.

Canyon Grove Academy contracts with Williamsburg Learning, which provides instructional services for 6th - 8th grade students in all core and elective areas (See Appendix J, *Contract with Williamsburg Learning*). Canyon Grove Academy provides all on campus instruction (i.e., Innovative Learning Center).

Williamsburg Learning:

2016-2017 \$330

2017-2018 \$32,048.84

2018-2019 \$31,872.35

2019-2020 \$76,423.80 (to date)

7-2. Identify the learning management platform the school will use and describe how the school will use it in the program. Include any associated cost with the platform.

Our school uses the state provided LMS Canvas by Instructure. Therefore, currently there is no associated cost with this platform. Canyon Grove Academy uses this LMS to provide consistency in training to all Educational Specialists and support personnel working with our distance/blended learning program and to house student learning modules for various courses.

7-3. If the school is sponsoring, paying for, or including as part of the student's education any extracurricular classes or activities or any field trips, describe how the school will ensure students' safety and how the students are supervised.

Canyon Grove Academy offers students Discovery Days and Field Trips. During Discovery Days, students participate in activities that are held either at our Pleasant Grove campus or sometimes in the community. To ensure student safety, Canyon Grove Academy hires and trains staff to directly supervise these events. Paid staff to student ratio is usually 1/10 but always kept within the ratio designated by our charter which is 1/18. All staff (and Discovery Day volunteers) must pass a background check in accordance with state law. In addition, our Discovery Day staff participates in ongoing and regularly scheduled training and debriefs after each week's events to ensure continual safety procedures. Any new student participants in our program must attend an online orientation with their parents before joining in Discovery Day. During this required orientation, they are given instruction on behavioral expectations and associated consequences. Canyon Grove Academy students are held to these standards (such as staying with their designated group, following instructions from their Discovery Day mentor, etc.) to ensure safe participation. All Discovery Day staff members report to the director of this program who documents and provides any additional followup or training needed. In addition, students and staff are all required to wear an identifying Discovery Day t-shirt to facilitate effective supervision.

Our school also offers regularly scheduled family field trips to create a sense of community. These field trips are parent supervised and parents are held responsible for their own children's actions. A Canyon Grove Academy employee attends each field trip to check in the families and to maintain good relationships between our school and the various field trip providers.

7-4. Explain how students will be accessing their online courses. Are devices provided? Are parents expected to provide their own? How are they filtered and monitored to meet state student data privacy and safety standards? Has the cost for the devices and filters been taken into consideration? How is wifi access equitable to all students?

Note: Additional details about accessibility in Canyon Grove Academy's distance/blended learning program is found in Section 4-1.

Canyon Grove Academy accessibility considerations: As distance/blended learning includes both online and offline learning, before incorporating distance/blended learning instruction at Canyon Grove Academy, we considered the following infrastructure needs:

- Do Canyon Grove Academy students have access to the necessary hardware (e.g., computer, headphones, microphone, camera, printer, scanner, etc.)?
- Do Canyon Grove Academy students have access to required software?
- Do Canyon Grove Academy students have access to the Internet?

We also considered student access elements when planning our distance/blended learning program, such as cognitive needs, executive functioning needs, physical needs, sensory needs, communication needs, assistive technology needs, etc., as well as asked the following questions:

- Can our students access information independently?
- Do our students feel confident using the internet and search engines to locate materials for homework or school assignments?
- Do our students have a hard time remembering usernames and passwords for sites?

Assuming most of our students had appropriate infrastructure and accessibility, but limited or no experience using an online learning classroom, we ensured student accessibility by pre-teaching them how to: use Canyon Grove Academy curriculum, follow a pacing guide, access the Canyon Grove Academy virtual library, contact educational specialists during virtual office hours, etc.

For Canyon Grove Academy students who have unreliable internet access, or families with multiple students accessing the same hardware, or families who choose to access Canyon Grove Academy's program without using the internet, we ensure student accessibility by extending submission times for assignments, removing synchronous activities, and providing additional ways for them to submit assignments (e.g., email, voicemail, picture, scan, delivery to school, hard copy via mail, etc.).

For students who don't have access to any type of technology but have a family member who does, or families who choose to access Canyon Grove Academy's program without using the internet, we ensure student accessibility by providing hard copy curriculum and pacing guides, along with explicit steps for students to complete, and we allow students to submit content through voicemail or text message with a picture.

Of course, Canyon Grove Academy offers necessary technology hardware to all students and gives them the choice of whether or not they use that hardware. Filtered and monitored Chromebooks, and access to an IT specialist to assist with technology accessibility issues, are provided by Canyon Grove Academy to all students. The cost for the devices and filters fit within our program's budgetary constraints. Our fee schedule policy is used as a guide if Wifi is needed for our students to complete their schoolwork and is unavailable.

7-5. Provide a budget for the distance or blended program on the next page.

Canyon Grove Academy is a single LEA and does not split out its budget or actual costs based on whether a student attends on site or via distance/blended learning. However, since State Charter School Board staff required a budget for this portion of the amendment request, we took our single LEA budget and prorated it based on the number of students enrolled in the on site program (10%) and distance/blended learning program (90%).

List the distance/blended program total dollar amount and details of items to be purchased by category.

<b>Budget Categories</b>	<b>In-Seat</b>	<b>Distance/Blended Program - Startup costs</b>	<b>Distance/Blended Program - Operational costs</b>	<b>Total</b>
<b>Projected Enrollment</b>	56		592	648
<b>Salaries (100)</b>	\$158,381		\$ 1,674,319	\$ 1,832,700 -
<b>Benefits (200)</b>	\$ 26,132 -		\$ 276,264 -	\$ 302,396 -
<b>Purchased Professional Services (300)</b>	\$ 26,401 -		\$ 279,099 -	\$ 305,500 -
<b>Purchased Property Services (400)</b>	\$ 92,080 -		\$ 973,420 -	\$ 1,065,500 -
<b>Other Purchased Services (500)</b>	\$ 6,481 -		\$ 68,519 -	\$ 75,000 -

<b>Travel (580)</b>	\$ 432 -		\$ 4,568 -	\$ 5,000 -
<b>Supplies and Materials (600)</b>	\$ 41,049 -		\$ 433,951 -	\$ 475,000 -
<b>Property (700)</b>	\$ 0.00 -		\$ 0.00 -	\$ 0.00 -
<b>Debt Service and Miscellaneous Costs (800)</b>	\$ 0.00 -		\$ 0.00 -	\$ 0.00 -
<b>Total</b>	\$ 350,956 -		\$ 3,710,140 -	\$ 4,061,096 -

**Appendix A: Letter from Gary Fullmer**

GARY FULLMER  
10489 COLONIAL DR, CEDAR HILLS, UT 84062  
GARY@XNOTE.COM

To: Utah State Charter School Board

Re: Quail Run Primary School (dba. Canyon Grove Academy)

To whom it may concern,

My name is Gary Fullmer and I was one of the writers of the founding charter for Quail Run Primary School (QRPS) and a founding member of the school. I served as Treasurer from 2008 – 2012 and Board Chair from 2012 – 2018.

My apologies that I am unable to attend in person, however I would like to share with you some context for our use of distance learning in the founding and early years of the school.

We based our charter on many core principles. A couple of key principles were: (a) each student should learn in the way that is best for them and (b) all students should have access to our school, regardless of their means or situation.

Examples of this include the use of multiple modes of learning in the classroom to help each student learn in their own way and our busing program that allowed students to attend regardless of distance from the school or socioeconomic status.

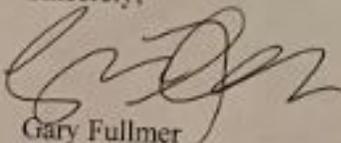
When we founded the school, we were unaware of the need for distance learning. We became aware of this need when parents would approach us wanting to attend our school for its programs and social interaction, however we were unable to accommodate them. This was inconsistent with our goal to deliver on the aforementioned principles. To better serve our mission, we began to offer a distance learning option to our students.

At any point when we were approached by the Utah State Charter School Board (SCSB) or other authority, we always acted openly about our program and made any changes we were asked. We discussed our program in multiple SCSB board meetings, including our amendment request for a distance program and the addition of gender based learning.

The outcome of those meetings were, no action, as it was deemed unnecessary to amend our charter to conduct these programs. This is why we no longer pursued an amendment.

If further information is needed or useful, please don't hesitate to contact me.

Sincerely,



Gary Fullmer

**Appendix B: State Charter School Board Transcript of Meeting March 14, 2013.**

Utah State Charter School Board Meeting  
Minutes  
**March 14, 2013**  
North & South Board Rooms  
Utah State Office of Education

**APPROVED**

Members present: Tim Beagley, Laura Belnap, Kristin Elinkowski, Robert Enger, Howard Headlee  
Members excused: Dean Brockbank

Staff present: Marlies Burns, Jennifer Lambert, Jo Schmitt

Others present: Leslie Castle, Teresa Theurer, Janene Bowen, Joyce James, Tina Smith, Joylin Lincoln, Sandy Shepard, Tom Gregson, Dustin Griffith, Tye Hoffmann, Shelley Nordick, Kim Dohrer, Stephen Jolley, Rick Haskell, Sol Garcia, Joel Wright, Renee Edwards, Mark Peterson, Kris Vollmer, Angie Peterson, Michael Westover

Call to Order

Chair Tim Beagley called the meeting to order at 9:00 a.m.

Public Comment

Joel Wright expressed concerns regarding the Credit Enhancement Program.

Introduction of new employees

Director Marlies Burns introduced two new employees that will be working with the Charter School section at USOE. Jennifer Lambert, coming from the Utah Education Policy Center, and has previously been employed by USOE. Her strength is in data analysis and will be working with the performance framework. Janene Bowen, will be working part-time on specific projects including a system to measure performance within the performance framework. Janene retired from Jordan School District and had been the Charter School liaison for that district.

Approval of Consent Calendar

Motion was made by Member Robert Enger and seconded by Member Laura Belnap to approve the consent calendar (minutes of SCSB meeting held February 13 & 14, 2013). The motion was carried unanimously.

Scholar Academy application

Chair Tim Beagley reminded the SCSB that Scholar Academy had presented their application to the board last month, and had been asked to return this month, to inform the board of revisions to their charter application. The revisions requested by the SCSB included an increase in the capacity of the governing board and clarification in terms of the instructional model the school was interested in.

Representatives of Scholar Academy informed the SCSB they have added individuals to their board to enhance expertise with experience in the following areas: financial, education, marketing, real estate and non-profit. Also, Scholar Academy is asking for an elementary school at this time, and return in three years to request a Jr. High school; and at that time make a decision regarding the IB program.

Motion was made by Member Robert Enger and seconded by Member Howard Headlee to recommend for approval to the USBE Scholar Academy's charter school application. The motion was carried unanimously.

Motion was made by Member Kristin Elinkowski and seconded by Member Robert Enger to place Scholar Academy in the seventh spot on their prioritized list of new charter school applicants. The motion was carried unanimously.

Amendment request – Itineris Early College High School

Representatives of Itineris Early College High School informed the SCSB their amendment request to charter with the State Charter School Board and add 115 students in the 2014-2015 school year.

Shelly Nordick from Jordan School District informed the SCSB that from the district's perspective they are supportive of Itineris Early College High School's decision to move to a new charting entity.

Motion was made by Member Howard Headlee and seconded by Member Robert Enger to recommend for approval to the USBE the request to charter with the State Charter School Board and add 115 students in the 2014-2015 school year. The motion carried unanimously.

Amendment request – Quail Run Primary School

Representatives of Quail Run Primary School informed the SCSB their amendment request to change the name of the school to Canyon Grove Academy, modify their mission statement, modify the school's organizational structure and governing board, to pioneer single-gender classrooms and add a distance learning program.

Motion was made by Member Kristin Elinkowski and seconded by Member Robert Enger to recommend for approval to the USBE the requested amendments.

Substitute motion was made by Member Laura Belnap and seconded by Member Howard Headlee to split the original motion into 1) single-gender classroom; 2) district learning program; and 3) all other parts of the amendment request. Members Laura Belnap and Howard Headlee cast affirmative votes to the motion. Members Robert Enger and Kristin Elinkowski voted in opposition. The substitute motion did not pass.

The original motion was made by Member Kristin Elinkowski and seconded by Member Robert Enger to recommend for approval to the USBE all requested amendments. The motion carried with affirmative votes from Chair Tim Beagley, Members Howard Headlee, Kristin Elinkowski and Robert Enger. Member Laura Belnap voted in opposition.

Chair Beagley instructed Quail Run Primary School to submit a monthly updated budget report, enrollment report and a more detailed plan of benchmarking and formative assessment for the distance learning program the school intends to implement.

Presentation – The Competitive Effects of Charter Schools in Utah

Dr. Mike Martineau, Senior Research Analyst, from the Office of Budget & Institutional Analysis, University of Utah, presented a study that had been made regarding competitive effects of charter schools in Utah.

Update – Aristotle Academy

Representatives of Aristotle Academy updated the SCSB on its 2013-2014 enrollment and budget.

Update – State Charter School Board evaluation

Chair Tim Beagley reminded the SCSB that in their bylaws it requires an evaluation of themselves every two years. Marlies Burns has sent to the SCSB members evaluations that have been completed by external organizations for review and input. Information needed is what questions, if any, is the board interested in knowing the answer to and who the board wants to have answer those questions. Ms. Burns was instructed to proceed with questions that have previously been received and to present those questions to the SCSB for further input.

Turnover and Retention rate reports

Director Marlies Burns discussed the “within year” student transfer report or student transfer rate, and the re-enrollment rate. Ms. Burns informed the SCSB the rates she discussed can be found on Charter School meeting website. Also, Ms. Burns discussed the annual financial monitoring report.

Adjourn

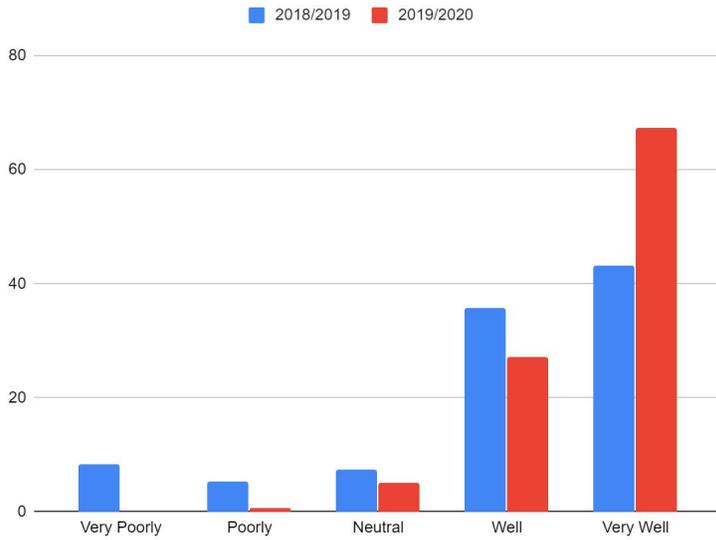
Motion was made to adjourn at 12:50 p.m. by Member Laura Belnap.

**Appendix C: Enrollment Disaggregated by Program from 2013-2020**

<b>School Year</b>	<b>October 1</b>	<b>Onsite</b>	<b>Distance/ Blended</b>
2013-2014	452	356	96
2014-2015	451	337	114
2015-2016	382	345	37
2016-2017	613	322	291
2017-2018	640	233	407
2018-2019	642	150	492
2019-2020	653	130	523

### Appendix D: Distance Education Surveys 2018-2020

Canyon Grove Academy DE program focuses on serving families who choose a non-traditional educational path. How well is our model, as you have experienced it, serving your unique family needs?



## Appendix E: Curriculum Map for Saxon Math 4

## 2020-2021 Curriculum Map

## Saxon 4

Power Standards are foundational concepts that students need to build further knowledge in subsequent grade levels and as such are more summative in nature. Grade 4 Power Standards 1-15 are designated by parentheses in the alignment below.

## Math 4

Suggested Dates of Instruction	Lessons	USBE Math Standards & CGA Power Standards	USBE Standards Taught at Epic Day
August 12 - 14	*Pick-up Curriculum		
August 17 - 21	1-4	4.OA.5 (9)	4.MD.3
August 24 - 28	5-8	4.NBT.1	4.NBT.4, 4.NBT.2
August 31 - September 4	9-11	4.MD.2	4.OA.4
September 8 - 11	12-14	4.NBT.2	4.OA.1
September 14 - 18	15-18	4.MD.2	4.MD.3
September 21 - 25	19-21	4.MD.1, 4.MD.3	4.OA.4
September 28 - October 2	22-25	4.MD.5, 4.G.1, 4.G.2	4.OA.1
October 5 - 9	26-29	4.OA.1	4.OA.1
October 12 - 16	Fall Break		
October 19 - 23	30-32	4.OA.1	4.OA.4
October 26 - 30	33-36	4.NF.5	4.OA.2
November 2 - 6	37-40	4.MD.2	4.NF.1, 4.NF.3
November 9 - 13	Inv 4 - 43	4.NF.6, 4.NF.7 (1)	4.NF.1-4
November 16 - 20	44-47	4.NBT.1	4.NF.1, 4.NF.2
November 23 - 27	Thanksgiving		
November 30 - December 4	48-Inv 5	4.OA.2 (2)	4.NF.1, 4.NF.3
December 7 - 11	51-54	4.NBT.3	4.NF.1, 4.NF.2

December 14 - 18	55-58	4.OA.4, 4.NBT.4, 4.NF.2 (7)	4.OA.5
December 21 - 25	Winter Break		
December 28 - January 1			
January 4 - 8	59-61	4.MD.4	4.NBT.5, 4.OA.1,4
January 11 - 15	62-65	4.G.3, 4.NBT.6	4.OA.3, 4.NBT.4-6
January 19 - 22	66-68	4.NBT.6 (6)	4.OA.3
January 25 - 29	70-71	4.NF.4 (15)	4.NF.6-7, 4.OA.3
February 1 - 5	72-75	4.NF.3 (11)	4.NF.2
February 8 - 12	76-79	4.NBT.6 (5)	4.NF.3, 4.NF.6-7
February 16 - 19	80-81	4.MD.6, 4.MD.7	4.NF.6-7
February 22 - 26	82-85	4.NF.7 (1)	4.NF.5
March 1 - 5	86-89	4.NF.1	4.OA.5
March 8 - 12	90-92	4.NBT.5	4.NF.7
March 15 - 19	Spring Break		
March 22 - 26	93-96	4.OA.3 (8, 10), 4.NF.4 (15)	4.NBT.3
March 29 - April 2	97-99	4.NF.1	4.MD.1
April 5 - 9	100-102	4.G.1	4.MD.2
April 12 - 16	103-105	4.NF.2	4.MD.4
April 19 - 23	106-108	4.OA.3 (9)	4.MD.6-7
April 26 - 30	109-111	4.NF.3	4.MD.5, 4.G.1-3
May 3 - 7	112-114	4.NBT.5 (3, 4)	4.OA.5
May 10 - 14	115-117	4.NF.4 (15)	4.OA.5
May 17 - 21	118-120	4.NF.3 (12-14)	4.OA.5
May 24 - 28	*Return Resources		

**Appendix F: Letter to Tim Beagley dated 4/8/15**



Canyon Grove Academy  
588 W. 3300 S.  
Pleasant Grove, UT 84062

Attn: Board Chair, Tim Beagley  
Cc: Director, Marlies Burns  
Utah State Charter School Board

Weds, April 8, 2015

Dear Mr. Beagley,

It has been brought to our attention that Canyon Grove Academy's name has been included on an advertisement for a Homeschool Fair. We were not aware of this advertisement and we did not approve the use of our name by this organization.

We are in the process of immediately notifying this organization to remove our name from this and any future advertisements and to avoid inferring that Canyon Grove sponsors homeschool activities. We are also investigating how our name came to be included, to ensure this does not happen again.

We want to assure you that Canyon Grove Academy:

(1) is not funding homeschooling with public education dollars in any way;  
(2) is directly educating all of the students claimed for funding and not disguising 'homeschool choices' as distance education (See Utah State Board of Education Rule R277-419 found at <http://www.rules.utah.gov/publicat/code/r277/r277-419.htm>) ; and

(3) has an approved distance education program as specified under the subheading "Distance Learning" on pages 77-78 of our charter agreement

Please do contact us with any concerns or questions

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Fullmer".

Gary Fullmer

Board Chair, Canyon Grove Academy

[gary@canyongrove.com](mailto:gary@canyongrove.com)

on behalf of the Canyon Grove Academy Board of Trustees

Julie Adamic

Principal, Canyon Grove Academy

[julie.adamic@canyongrove.com](mailto:julie.adamic@canyongrove.com)

## Appendix G: Board Members Conflict of Interest Policy

### I. PURPOSE

The purpose of the Conflict of Interest Policy is to protect Canyon Grove Academy's ("CGA") interests when conducting business or contemplating entering into a transaction that might benefit the private interests of an Interested Person (defined below), to ensure compliance with state and federal law concerning conflict of interests for members of the board of directors ("Governing Board member"), and to prevent any actual, potential, or perceived conflict of interest or the appearance of impropriety. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to charter schools.

### II. DEFINITIONS

A. Interested Person: An Interested Person is:

1. A Governing Board member, employee, officer, or agent;
2. The immediate family of the Governing Board member, employee, officer or agent;
3. The partner of the Governing Board member, employee, officer, or agent; or
4. An organization that employs, or is about to employ any individual in clauses 1 – 3.

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

1. An ownership or investment interest in any entity with which CGA enters a contract;
  2. A compensation arrangement with CGA or with any entity with which CGA enters a contract;
- or
3. A potential ownership or investment interest in, or compensation arrangements with, any entity with which CGA is negotiating a contract.

C. Immediate Family: An individual whose relationship by blood, marriage, adoption, or partnering is no more remote than first cousin.

### III. POLICY

A. No Interested Person shall participate in selecting, awarding, or administering a contract if a conflict of interest exists.

B. A conflict of interest exists when an Interested Person has a financial or other interest in the entity with which CGA is contracting. A violation of this prohibition renders a contract void.

C. In accordance with Utah Code § 52-3-1, members of the Governing Board or an employee's immediate family will be considered for employment-based solely on their qualifications.

D. It is an offense for a Governing Board member, employee, or officer to receive or agree to receive compensation or any benefit for assisting any person or business entity in any transaction involving CGA without complying with the provisions in Utah Code § 67-16-6. A Governing Board member, employee, or officer must not receive compensation from a group health insurance provider.

E. It is unlawful for any person affiliated with a charter school to demand or request any gift, donation, or contribution from a parent, teacher, employee, or other person affiliated with the charter school as a condition for employment or enrollment at the school or continued attendance at the school according to Utah Code § 53A-1a-513(9).

F. The conflict of interest provisions in this policy do not apply to compensation paid to a teacher employed as a teacher by CGA or a teacher who provides instructional services to CGA when the teacher also serves on the CGA Governing Board.

#### **IV. PROCEDURES**

A. Duty to Disclose: In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the financial or other interest and be given the opportunity to disclose all material facts to the Governing Board or Committee, in order to determine if an actual conflict of interest exists.

B. Violations of the Conflict of Interest Policy:

1. If the Governing Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose; and
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

C. Recording Proceedings: The minutes of the Governing Board and all Committees shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest;
2. The nature of the financial interest;
3. Any action taken to determine whether a conflict of interest was present;
4. The Governing Board's or Committee's decision as to whether a disclosed possible conflict is, in fact, a conflict of interest;
5. The names of the persons who were present for discussions and votes relating to the contract;
6. The content of the discussion, including any alternatives to the proposed contract; and 7. A record of any votes taken in connection with the proceedings.

#### **V. Acknowledgment**

A. Acknowledgments: Each Governing Board member, employee, officer, or agent, Committee member, and CGA employee shall, upon appointment, sign an acknowledgment that affirms such person:

1. Has received a copy of the Conflict of Interest Policy;
2. Has read and understands the policy;
3. Has agreed to comply with the policy; and
4. Understands CGA is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Appendix H: Canyon Grove Academy MTSS Tiered Parent Involvement Inventory

**MTSS Family Involvement Inventory**

	School-to-Parent Activities	Parent-to-School Activities
Tier 3: Individual parents, students, families	<input type="checkbox"/> Involve parent in problem-solving process for individual students <input type="checkbox"/> Provide thorough information on tier 3 interventions in academics or behavior <input type="checkbox"/> Joint progress-monitoring and discussions about progress in academics or behavior <input type="checkbox"/> Connect to community resources and services	<input type="checkbox"/> Member of BLT / DIT team, decision-making teams <input type="checkbox"/> Parent Advocate for other parents <input type="checkbox"/> Parent interventions or other training (e.g., parenting classes, home visits) <input type="checkbox"/> Joint progress-monitoring and discussions about progress in tier 3 interventions <input type="checkbox"/> Connected to community resources and services
Tier 2: Targeted parents, students, families	<input type="checkbox"/> Teacher-parent communication folders <input type="checkbox"/> Provide thorough information or training about tier 2 interventions in academics or behavior <input type="checkbox"/> Provide supplemental educational activities for parent and student to do at home together <input type="checkbox"/> Calendars with daily or weekly activities	<input type="checkbox"/> Volunteer in school or classroom <input type="checkbox"/> PTO/PTA/School-Community Council <input type="checkbox"/> After-school programs <input type="checkbox"/> Parent education or other training: English classes, computer classes, academic skills <input type="checkbox"/> Support or participate in tier 2 interventions for their child
Tier 1: All parents, students, families	<input type="checkbox"/> Family engagement as instructional strategy <input type="checkbox"/> Regular Newsletters and other communication, information on school programs (including MTSS) <input type="checkbox"/> Connect and share information about community activities <input type="checkbox"/> Survey parents for skills and interests <input type="checkbox"/> Support learning at home: how to help with homework, required skills for proficiency, home activities to support student learning <input type="checkbox"/> Report cards, progress reports, tests, and student progress <input type="checkbox"/> Parent room or family center	<input type="checkbox"/> Provide housing, health, nutrition, clothing, safety, and home conditions that support children <input type="checkbox"/> Bring student to school consistently <input type="checkbox"/> Read and practice math daily, engage in child's homework <input type="checkbox"/> Attend parent-teacher conferences <input type="checkbox"/> Hold high expectations for children <input type="checkbox"/> Help set academic goals for their student and monitor progress toward goals

*Adapted from Epstein (2009) Six Types of Involvement, Center for Organization of Schools*



**Appendix I: Results Driven Accountability Letter from USBE date April 24, 2020**



**UTAH STATE BOARD  
OF EDUCATION**

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

April 24, 2020

Ms. Kim Goates, Principal  
Canyon Grove Academy  
588 W 3300 N  
Pleasant Grove, UT 84062

Dear Ms. Goates,

The Utah State Board of Education Special Education Services (USBE SES) section 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 outcomes 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). Indicators address specific compliance components of the special education program. LEAs that meet targets set for each Indicator demonstrate minimum compliance with the specific Indicator. Indicators are measured to indicate levels of risk for LEAs but do not reflect implementation or indicate that an LEA is providing a free appropriate public education (FAPE).

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. The USBE SES considers additional Indicators in conjunction with the APR Indicators to determine the LEA level of risk as well as the level of monitoring and support required for each LEA. LEA risk 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. In making these risk determinations and in deciding on appropriate enforcement actions for the federal fiscal year (FFY) 2018 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. Risk determinations for FFY 2018 included results from all APR/SPP Indicators and additional Indicators outlined below.

The USBE SES provides differentiated levels of monitoring and support to LEAs based on the assigned risk score given through the Results Driven Accountability (RDA) process. While the USBE SES continually monitors IDEA compliance, a focus has also been placed on the systematic evaluation of the impact of special education services on student outcomes. The USBE SES has conceptualized its IDEA general supervision, monitoring, and accountability systems to more effectively support LEAs in delivering compliant special education programs.

The USBE SES has completed the annual data review for FFY 2018. As a result of the review, Canyon Grove Academy has a risk determination and APR Determination as outlined below:

	USBE Results Driven Accountability Tier	Overall Risk Score	APR Determination
Risk Determination	Supporting	1	Needs Assistance

The data used in making this determination are enclosed. For more information on the USBE tiers, supports and activities, please visit the [USBE website](#).

Canyon Grove Academy must complete a Program Improvement Plan to address the areas of need and activities identified in the enclosed table as well as any areas of need identified by Canyon Grove Academy. If Canyon Grove Academy wishes the USBE SES to review its Program Improvement Plan, it must be submitted for review by **June 1, 2020**. Final Program Improvement Plans must be submitted by **August 3, 2020**.

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

cc: Ms. Cindee Pack, Special Education Director  
 Ms. Patsy Milligan, Special Education Consultant  
 Ms. Margé Weiss, Special Education Consultant

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 1: Graduation</b> State Target: $\geq$ 74.37% Data Year: 2017–2018 Data Source: UTREx Year End	NA	NA	NA	NA	The LEA reported no graduates with disabilities in 2017–2018.	No required activities.
Data	2019 Risk Score	LEA Data	Meets Target?	Percentage <u>Above</u> Target	Comments	Activities
<b>Indicator 2: Dropout</b> State Target: $\leq$ 32.49% Data Year: 2017–2018 Data Source: UTREx Year End	NA	NA	NA	NA	The LEA reported no students ages 14–21 as exiting special education during 2017–2018.	No required activities.

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 3B: Participation</b>						
<b>Indicator 3B: Numeracy Grades 3–8</b> State Target: ≥ 95.00% Data Year: 2018–2019 Data Source: RISE, DLM, and UAA results	5	65.00%	NO	30.00%	The LEA is 10 percentage points or more 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. 3. LEA SMART-C goals must include procedures to increase the percentage of students with disabilities enrolled in assessment-based courses.
<b>Indicator 3B: Numeracy Grade 10</b> State Target: ≥ 95.00% Data Year: 2018–2019 Data Source: RISE, DLM, and UAA results	NA	NA	NA	NA	The LEA did not enroll grade 10 in 2018–2019.	No required activities.
<b>Indicator 3B: Literacy Grades 3–8</b> State Target: ≥ 95.00% Data Year: 2018–2019 Data Source: Rise, DLM, and UAA results	5	65.00%	NO	30.00%	The LEA is 10 percentage points or more 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. 3. LEA SMART-C goals must include procedures to increase the percentage of students with disabilities enrolled in assessment-based courses.
<b>Indicator 3B: Literacy Grade 10</b> State Target: ≥ 95.00% Data Year: 2018–2019 Data Source: RISE, DLM, and UAA results	NA	NA	NA	NA	The LEA did not enroll grade 10 in 2018–2019.	No required activities.
<b>Indicator 3B Overall Risk Score</b>	NA	NA	This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 3C: Proficiency</b>						
<b>Indicator 3C: Numeracy Grades 3-8</b> State Target: $\geq 17.90\%$ Data Year: 2018-2019 Data Source: RISE, DLM, and UAA results	2	15.38%	NO	2.50%	The LEA is .01 to 3.33 percentage points below the State target.	No required activities.
<b>Indicator 3C: Numeracy Grade 10</b> State Target: $\geq 4.80\%$ Data Year: 2018-2019 Data Source: RISE, DLM, and UAA results	NA	NA	NA	NA	The LEA did not enroll Grade 10 in 2018-2019 or did not have any students with disabilities participate in the 2018-2019 Math 10 assessment.	No required activities.
<b>Indicator 3C: Literacy Grades 3-8</b> State Target: $\geq 17.40\%$ Data Year: 2018-2019 Data Source: RISE, DLM, and UAA results	2	15.38%	NO	2.02%	The LEA is .01 to 3.33 percentage points below the State target.	No required activities.
<b>Indicator 3C: Literacy Grade 10</b> State Target: $\geq 11.71\%$ Data Year: 2018-2019 Data Source: RISE, DLM, and UAA results	NA	NA	NA	NA	The LEA did not enroll Grade 10 in 2018-2019 or did not have any students with disabilities participate in the 2018-2019 ELA 10 assessment.	No required activities.
<b>Indicator 3C Overall Risk Score</b>	NA	NA	This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage <u>Above</u> Target	Comments	Activities
<b>Indicator 4: Suspension and Expulsion</b>						
<b>Suspension and Expulsion of Students with IEPs</b> State Target 4A: 0.00% Data Year: 2017–2018 Data Source: UTRex Year End	1	0.00%	YES	0.00%	The LEA reported discipline data and is at or below the State rate.	No required activities. USBE recommends a review of LEA data practices and the accurate recording of discipline data for students with disabilities.
<b>Suspension and Expulsion of Students with IEPs Based on Race/Ethnicity</b> State Target 4B: 0.00% Data Year: 2017–2018 Data Source: UTRex Year End	1	0.00%	YES	0.00%	The LEA reported discipline data and is at or below the State rate.	No required activities. USBE recommends a review of LEA data practices and the accurate recording of discipline data for students with disabilities.
<b>Indicator 4 Overall Risk Score</b>	1	1.00	This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 5: Access to the General Curriculum</b>						
<b>Inside the Regular Class 80% or More of the Day</b> State Target A: $\geq 58.97\%$ Data Year: 2018–2019 Data Source: UTREx December Child Count	1	91.18%	YES	0.00%	The LEA meets or exceeds the State target.	No required activities.
Data	2019 Risk Score	LEA Data	Meets Target?	Percentage <del>Below</del> Above Target	Comments	Activities
<b>Inside the Regular Class Less Than 40% of the Day</b> State Target B: $\leq 13.22\%$ Data Year: 2018–2019 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.
<b>In Separate Schools, Residential Facilities, or Homebound/Hospital Placements</b> State Target C: $\leq 3.00\%$ Data Year: 2018–2019 Data Source: UTREx December Child Count	1	0.00%	YES	0.00%	The LEA is at or below the State target.	No required activities.
<b>Indicator 5 Overall Risk Score</b>	1	1.00	This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 6: Preschool Settings</b>						
<b>Students Receiving Special Education in Regular Program</b> State Target: $\geq 36.32\%$ Data Year: 2018–2019 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3–5 with disabilities in 2018–2019.	No required activities.
Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Above Target	Comments	Activities
<b>Students Receiving Special Education in Special Class or School</b> State Target: $\leq 41.35\%$ Data Year: 2018–2019 Data Source: UTREx December Child Count	NA	NA	NA	NA	The LEA did not enroll students age 3–5 with disabilities in 2018–2019.	No required activities.
<b>Indicator 6 Overall Risk Score</b>	NA		This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 7: Preschool Outcomes</b>						
<b>Positive Social Relationships Summary Statement 1:</b> State Target: ≥ 95.10% Data Year: 2018–2019 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2018–2019.	No required activities.
<b>Positive Social Relationships Summary Statement 2:</b> State Target: ≥ 52.93% Data Year: 2018–2019 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2018–2019.	No required activities.
<b>Knowledge and Skills Summary Statement 1:</b> State Target: ≥ 93.21% Data Year: 2018–2019 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2018–2019.	No required activities.
<b>Knowledge and Skills Summary Statement 2:</b> State Target: ≥ 48.71% Data Year: 2018–2019 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2018–2019.	No required activities.
<b>Ability to Meet Needs Summary Statement 1:</b> State Target: ≥ 93.92% Data Year: 2018–2019 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2018–2019.	No required activities.
<b>Ability to Meet Needs Summary Statement 2:</b> State Target: ≥ 67.21% Data Year: 2018–2019 Data Source: UPOD	NA	NA	NA	NA	The LEA did not enroll Preschool students in 2018–2019.	No required activities.
<b>Indicator 7 Overall Risk Score</b>	NA		This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 8: Parent Involvement</b> State Target: $\geq$ 80.52% Data Year: 2018–2019 Data Source: Parent Survey	3	66.67%	NO	13.85%	The LEA is 8.34 to 16.66 percentage points below the State target.	LEA must conduct a self-assessment to identify barriers to effective parental involvement.
Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Above Target	Comments	Activities
<b>Indicator 9: Disproportionality</b> State Target: 0.00% Data Year: 2018–2019 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.
<b>Indicator 10: Disproportionality</b> State Target: 0.00% Data Year: 2018–2019 Data Source: UTREx Year End	1	0.00%	YES	0.00%	There is no disproportionality suspected within the LEA.	No required activities.

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 11: Child Find/Initial Evaluation</b> State Target: 100% Data Year: 2018–2019 Data Source: UPIPS	NA	NA	NA	NA	The LEA was not selected for sampling on this indicator during the 2018–2019 school year.	No required activities. The LEA can expect data collection for this indicator on an ongoing basis. Professional learning on timely evaluations for students identified with potential disabilities is recommended.
<b>Indicator 12: C to B Transition</b> State Target: 100% Data Year: 2018–2019 Data Source: TEDI	NA	NA	NA	NA	The LEA did not have any students who transitioned from Part C to Part B in 2018–2019.	No required activities.
<b>Indicator 13: Secondary Transition Plans</b> State Target: 100% Data Year: 2018–2019 Data Source: UPIPS	NA	NA	NA	NA	The LEA was not selected for sampling on this indicator during the 2018–2019 school year.	No required activities. The LEA can expect data collection for this indicator on an ongoing basis. Professional learning on the design of effective and compliant transition plans is recommended.

Data	2019 Risk Score	LEA Data	Meets Target?	Percentage Below Target	Comments	Activities
<b>Indicator 14: Post Secondary Outcomes</b>						
State Target: 14A $\geq$ 29.00% Data Year: 2018–2019 Data Source: Utah Post High Survey	NA	NA	NA	NA	The LEA did not have any students eligible to participate in the Post School Outcomes survey in 2018–2019.	No required activities.
State Target: 14B $\geq$ 81.67% Data Year: 2018–2019 Data Source: Utah Post High Survey	NA	NA	NA	NA	The LEA did not have any students eligible to participate in the Post School Outcomes survey in 2018–2019.	No required activities.
State Target: 14C $\geq$ 96.83% Data Year: 2018–2019 Data Source: Utah Post High Survey	NA	NA	NA	NA	The LEA did not have any students eligible to participate in the Post School Outcomes survey in 2018–2019.	No required activities.
<b>Indicator 14 Overall Risk Score</b>	NA		This score is based on the average of risk scores for this indicator and is used in the APR Determination and Monitoring Tier calculations.			

Data	2019 Risk Score	Comments	Activities
Program Improvement Plan (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 substantial 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 2018–2019.	No required activities.
Fiscal	2	The LEA received medium-risk score, between 5-9, based on the Fiscal Risk Rubric.	No required activities.
Data Timeliness	1	All USBE required reports were submitted on or before the deadline.	No required activities.

The following are for information purposes only and are not included in the APR Determination or Monitoring Tier calculation.

Data	LEA Data	Comments
<b>Determination History</b>	NA	The LEA is in "meets requirements" for 2 of the prior 5 years.
<b>Prevalence of Students with Disabilities within the LEA</b> Data Year: 2019–2020 Data Source: Dec 1, 2019 Child Count	7.00%	NA

**Appendix J: Contract with Williamsburg Learning**

### **CURRICULUM PROVIDER AGREEMENT**

This Curriculum Provider Agreement (this “Agreement”) is made and entered into as of the 9th day of August, 2019, by and between Canyon Grove Academy, a public charter school (“CGA”), and Williamsburg Learning, LLC, a Utah limited liability company (“WL”), with reference to the following facts and circumstances:

- A. WL is a curriculum provider based in St. George, Utah;
- B. CGA is a public charter school located in Pleasant Grove, Utah; and
- C. CGA desires to enter into this Agreement with WL to bring online and in-person courses featuring The Williamsburg Curriculum (“TWC”) to CGA’s students, and WL desires to provide TWC to CGA’s students as provided herein. CGA students who enroll in TWC courses are referred to herein as “Shared Students”.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGA and WL hereby agree as follows:

1. **WL Obligations.** Throughout the Term (as defined below), WL agrees to provide or to cause its affiliates to provide to CGA the services set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively, the “Services”).

2. **CGA Obligations.** Throughout the Term, CGA agrees to assume all other duties and responsibilities aside from the Services for the benefit of CGA and the Shared Students, including, without limitation, the duties and responsibilities set forth in Exhibit B attached hereto and incorporated herein by reference.

In relation to their respective duties set forth in this Agreement, WL and CGA shall adhere to all applicable laws and regulations regarding the operation of a public charter school in Utah.

3. **Term/Termination.**

(a) **Term.** The term of this Agreement shall commence on the date of mutual execution of this Agreement (the “Effective Date”) and shall continue uninterrupted until June 30, 2020 (the “Initial Term”). Following the Initial Term, the term of this Agreement shall renew automatically for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice to the other that the term of this Agreement shall not be renewed at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, or unless this Agreement is terminated earlier as provided herein. The Initial Term and each Renewal Term shall be referred to collectively as the “Term.”

(b) **Termination** This Agreement may be terminated prior to the end of the then-current Term only for the following reasons:

(i) By the mutual written agreement of CGA and WL.

(ii) Automatically in the event of bankruptcy, insolvency, liquidation, or the financial or operational inability of either CGA or WL to perform their respective obligations under this Agreement; provided, however, if WL terminates this Agreement under this Section 3(b)(ii) due to CGA’s breach of this provision, CGA shall still be required to pay WL the full Curriculum Fee for all enrolled students for the entire academic year in which said termination takes place.

(iii) By either party upon thirty (30) days advance written notice upon a material breach of this Agreement by the other party, which breach has not been cured within such thirty (30) day period. For purposes of this Agreement, a material breach shall include, without limitation, illegal actions by the other party or compliance and other issues which jeopardize the other party’s student and/or employee safety or staff certification.

(iv) By WL if CGA fails to make any required payments under this Agreement for thirty (30) days after the payment is due.

(c) **Timing of Termination.** Notwithstanding a party’s right to terminate this Agreement prior to the end of the then-current Term, both parties pledge to make good faith efforts to continue operating under this Agreement until the end of the then current school year as defined by the CGA school calendar.

4. **Consideration.** In consideration of the Services provided by WL under this Agreement, CGA shall pay WL a curriculum fee (the “Curriculum Fee”) in the following amounts:

<u>Course Type</u>	<u>Cost Per Semester per Student</u>
In-person Courses	\$450
Live Online Courses	\$375
Self-Paced Online Courses	\$225
Independent Courses	\$150

CGA shall pay the Curriculum Fee for each course that a Shared Student is enrolled in as follows: (a) For a fall semester course, the Curriculum Fee shall be payable in four equal monthly installments due on the 1st of October, November, December, and January, and (b) for a winter semester course, the Curriculum Fee shall be payable in four equal monthly installments due on the 1st of February, March, April, and May. This Agreement does not apply to the summer semester. In the event that a Shared Student drops a course prior to the end of a semester, the Curriculum Fee for such course shall be prorated based on the percentage of the semester completed by the Shared Student, provided that if a Shared Student drops a course

within the first 21 days under the satisfaction guarantee, CGA shall not owe a Curriculum Fee for such course.

5. **Registration.** Parents of Shared Students will register for WL courses directly through WL's student information system ("SIS"), with advisement from CGA. WL will provide CGA with access to login to SIS to view registration for Shared Students at any time. Shared Students will not be allowed to start coursework until their enrollment is approved by CGA in SIS. Once a course is approved by CGA, it can only be dropped if a drop request is submitted in SIS and CGA approves the drop request in SIS. Starting two months before a class begins, SIS will periodically notify CGA if there are any enrollments awaiting approval. The frequency of those notices will increase as a course start time approaches. CGA will provide WL with the name and email address of a representative that will be responsible for reviewing enrollments and drop requests in a timely manner. If changes are required to this registration process to comply with state rules, WL and CGA will work together to determine a suitable registration process as needed. If changes are required to this registration process to comply with state rules, WL and CGA will work together to determine a suitable registration process as needed.

6. **Additional Special Events and Offerings.** WL may, from time to time, make available special events or offerings in addition to the TWC ("Additional Events"). Additional Events shall be available to the Shared Students except the Additional Events initialled by CGA below.

*CGA opts out of the following initialled Additional Events:*

\_\_\_\_\_ Friday Inspiration Hour  
 \_\_\_\_\_ Class Presidency Trainings  
 \_\_\_\_\_ Student Body Presidency Course  
 \_\_\_\_\_ Occasional in-person events ("Burger Meets")  
 \_\_\_\_\_ Any additional optional student events/services

7. **WL Representations and Warranties.** WL hereby represents and warrants to CGA as follows:

(a) WL is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Utah.

(b) The execution, delivery and performance by WL of this Agreement are within WL's limited liability company powers, have been duly authorized by all necessary or appropriate limited liability company action and do not contravene WL's certificate of organization, operating agreement, or any law or contractual restriction binding on or otherwise affecting WL.

(c) WL has not received notice of any actions, suits, proceedings or investigations, or written notice that such actions, suits, proceedings or investigations are

threatened, which relate to the Services or that question the validity of this Agreement or challenge any of the transactions contemplated hereby.

(d) This Agreement has been duly executed by WL and constitutes the legal, valid and binding obligation of WL enforceable against WL in accordance with its terms.

(e) WL is duly authorized to conduct business and provide the Services in the State of Utah.

8. **CGA Representations and Warranties.** CGA represents and warrants to WL as follows:

(a) CGA is a 501(c)3 nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Utah.

(b) The execution, delivery and performance by CGA of this Agreement are within CGA's company powers, have been duly authorized by all necessary or appropriate company action and do not contravene CGA's articles of incorporation, bylaws, or any law or contractual restriction binding on or affecting CGA.

(c) CGA has not received notice of any threatened or pending actions, suits, proceedings or investigations that question the validity of this Agreement, or challenge any of the transactions contemplated hereby.

(d) This Agreement has been duly executed by CGA and constitutes the legal, valid and binding obligation of CGA enforceable against CGA in accordance with its terms.

(e) CGA has a valid, current Charter School Agreement with the Utah State Board of Education.

9. **Taxes.** Each party shall pay all of its own expenses and taxes payable in connection with the transactions contemplated herein.

10. **Confidentiality of Information.** Each party agrees to keep the terms of this Agreement, including, but not limited to, the information and Services as described in Section 1 hereof, as well as the business plans, techniques, proprietary methods, intellectual property, or other confidential information of either party hereto (the "Confidential Information") confidential and to not disclose the Confidential Information without the express written consent of the other party, or unless required by law or by a government agency to be disclosed by a party; provided, however, the disclosing party will, unless prohibited by law, immediately notify the other party of the requirements for such disclosure and reasonably cooperate in obtaining any protective order desired by the other party with regard to such information. Each party may disclose the terms of this Agreement to its attorneys, accountants, auditors and financial advisors, or pursuant to applicable laws or regulations. Confidential Information may not be used by either party in any manner other than to fulfill its obligations pursuant to this Agreement. Each party will notify the other party immediately of any loss of or accidental or unauthorized disclosure of Confidential Information. For purposes of this Agreement, Confidential Information does not

include information: (i) publicly available by means other than wrongful disclosure or lawfully obtained from third parties without any confidentiality obligations; (ii) already properly within the rightful possession of a party (as demonstrated by written records) prior to the date of this Agreement, except information which was produced pursuant to a confidentiality agreement executed prior to the date of this Agreement; or (iii) independently developed by a party. Notwithstanding the foregoing, both parties shall have the right to disseminate information about the CGA program for marketing, advocacy, and general informational purposes. This Section 10 shall survive the termination of this Agreement, regardless of the cause of termination.

11. **Assignment** Neither party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other party, except either party may assign this Agreement or any of its rights and responsibilities hereunder, in whole or in part, to any affiliated entity.

12. **Miscellaneous**

(a) **Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties. This Agreement may be executed electronically or may be signed and delivered electronically (including, without limitation, in PDF format), which signatures shall be treated as and shall be admissible as an original signature.

(b) **Headings**. The section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

(c) **Survival**. All representations, warranties, covenants, and indemnities made by each party to this Agreement shall survive the expiration, termination or cancellation of this Agreement.

(d) **Severability**. If any provision of this Agreement is held to be unenforceable, then the parties shall be relieved of the obligations arising under such provisions only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent, or if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result.

(e) **Waiver**. No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(f) **Entire Agreement; Amendment**. This Agreement, including recitals and all of its exhibits, each of which is hereby incorporated into this Agreement, constitutes the entire agreement between the parties with respect to its subject matter, terminating and superseding any prior agreements regarding the subject matter, and there are no other representations, terms and

conditions, understandings or agreements between the parties relative to this Agreement. No amendment or modification of any provision of this Agreement shall be valid unless expressed in a writing specifically referencing this Agreement and signed by an authorized representative of each of the parties.

(g) Governing Law. This Agreement and the rights, obligations and liabilities of the parties hereto, will be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Utah.

(h) Successors. This Agreement is binding on all parties who lawfully succeed to the rights or take the place of CGA or WL.

(i) Notices. All notices, requests, demands, consents, approvals, designations and other communications called for or contemplated by this Agreement (except normal dialogue to implement the obligations hereunder) shall be in writing, shall reference this Agreement and shall be deemed given to the party to whom it is addressed (a) one (1) business day after being sent to such party by overnight courier, or (b) three (3) business days after being sent to such party by registered or certified mail (return receipt requested, postage prepaid), in each case at the following address, or at such other address as such party may designate by notice in the aforesaid manner:

If to CGA:

588 W

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Attn:

Kim Goat

Email:

If to WL:

Williamsburg Learning, LLC

Attn: Nels Jensen, CEO

1173 S 250 W Ste. 107

Saint George, Utah 84770

Email: npj@williamsburglearning.com

(j) Cooperative Drafting. The parties to this Agreement have participated jointly in the negotiation and preparation of this Agreement. The parties each warrant and represent that they have read and understood this Agreement, have consulted with their respective counsel regarding its legal effect and have had the opportunity to comment on the Agreement. Accordingly, the parties agree not to assert that any other party is the sole or principal drafter of the Agreement.

(k) Injunctive Relief. The parties agree that irreparable damage may occur if any covenant or agreement in this Agreement were not performed in accordance with the terms hereof, including but not limited to the provisions of Section 10 of this Agreement. The parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court of competent jurisdiction in addition to any and all other remedies and rights at law or in equity, which rights shall be cumulative.

(l) Attorneys' Fees. In case of action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorneys' fees and costs incurred.

(m) Force Majeure. If a party's performance of any of its obligations under this Agreement, other than the payment of money, is prevented or delayed by fire, flood, earthquake, elements of nature or acts of God, accident, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or other labor troubles, shortages of supplies or materials, telecommunications, internet or utility failures, outages, interruptions or brownouts, action of any regulatory authority, or any other cause beyond the reasonable control of such party, then the non-performing or delayed party shall be excused for such non-performance or delay for as long as such event continues.

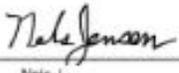
[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Canyon Grove Academy,  
a Utah nonprofit corporation

By:   
Name: Kim Goat  
Title: Executive  
Date: 08/13/2019

WILLIAMSBURG LEARNING, LLC,  
a Utah limited liability company

By:   
Name: Nate J  
Title: CEO  
Date: 08/12/2019

**Exhibit A**  
**WL Obligations**

1. Provide to any Shared Students, on a part-time or full-time basis, TWC curriculum that is aligned to Common Core Standards and/or Utah State Standards (as applicable) in Math, Language Arts, Science, and Social Studies, and provide courses (standards-aligned as applicable) in additional subjects within TWC as requested by CGA and Shared Students.
2. Assist CGA in the fulfillment of all academic, safety, compliance, and other responsibilities related to delivering state-funded education. This includes provision of a clean and safe learning environment (when applicable, as in the case of the Elevation outdoor course), provision of all student and parent information needed for CGA to fulfill its educational obligations, encouraging Shared Students to participate in mandated testing, and providing students the time and support needed to achieve proper levels of education and course completion.
3. Obtain and keep on file a copy of a government-issued background check and/or fingerprint clearance card, or equivalent certification, for each WL staff member who will work with Shared Students and provide copies to CGA upon request.
4. Have all WL staff members who will interact with Shared Students sign a confidentiality agreement promising to protect student information, and provide a copy of said agreement to CGA upon request.
5. Protect the confidential information of Shared Students in compliance with the federal law known as FERPA, and other applicable student data privacy laws.
6. Participate in Individual Education Plan meetings, parent-teacher conferences, and similar meetings as necessary.
7. Provide guidance to CGA with regard to parent contact. This includes communication regarding attendance, progress reporting, academic success, academic probation, records concerns, behavior problems, etc.
8. Properly, and in a timely manner, document key events about each student in the SIS and/or learning management system (“LMS”).
9. Provide CGA teachers and administrators access to Shared Students files in the SIS/LMS upon request. CGA is the final repository of all student records.
10. Indemnify CGA from any and all liability related to the operational and safety liabilities existing in conjunction with the Services. WL and CGA shall make good-faith efforts to include each other as additional insured on their insurance policies during the Term of this Agreement.

11. Include CGA as an additional insured for the Elevation Outdoor Course and other outdoor adventures.

12. Exercise good-faith efforts in marketing the services offered under this Agreement.

13. Within 15 days after the end of each semester, recommend final grades for all Shared Students to CGA through SIS.

14. WL acknowledges that Shared Students are enrolled in a public school, and as such, are subject to all requirements of public school students in the state of Utah, and WL agrees to make good faith efforts to act in the best interest of Shared Students and comply with all applicable Utah education laws and regulations.

**Exhibit B**  
**CGA Obligations**

1. Provide all state and distance required academic assessments to Shared Students, and share test result data with WL as available and legally authorized.
2. Provide a certified online teacher of record who has current Utah certification with proper subject matter endorsements. WL teachers act as paraprofessional support staff to CGA teachers of record, who have oversight of all grading and communications between WL teachers and CGA students.
3. Provide to Shared Students, families, and staff, as appropriate, necessary administrative support regarding record requests, appropriate student placement, transcripts, report cards, parent notification of rights and other appropriate documentation as defined by the Utah State Board of Education.
4. Provide or participate in other educational services required under Utah state statute for students enrolled in public schools, including special education services, and participation in Individual Education Plan meetings.
5. Exercise good-faith efforts in marketing the services offered by this partnership.
6. Provide required textbooks and other direct educational materials to each student, not to exceed \$150 for all courses per student per semester.
7. CGA acknowledges that Shared Students are enrolled in a public school, and as such, are subject to all requirements of public school students in the state of Utah, and CGA agrees to make good faith efforts to act in the best interest of Shared Students and comply with all applicable Utah education laws and regulations.