

**Valley Academy Public Board Meeting Agenda**  
**January 17, 2012 at 7pm**  
**147 N 870 W Hurricane, UT 84737**

1. Welcome and call to order (7:00)
2. Review and accept minutes of 12/13/11 meeting
3. Read mission statement:

The mission of Valley Academy is to provide a superior, character building academic program enhanced by integrated training in the fine and performing arts and a technologically advanced curriculum.

4. Public Introduction of Edward Woodd as Valley Academy's School Director.
5. Discussion of Director Evaluation process.
6. Report from Committees:
  - a. Legal
  - b. Land and Building
    - i. Update on Rental Agreement with Accutek Solutions (temporary office space)
    - ii. Update on land and building progress
  - c. Board Development
    - i. Charter Review
    - ii. Board Development topic
    - iii. Discussion and possible action on Board Policies
    - iv. Strategic Planning Session proposed for January 28
  - d. Technology
    - i. Website
  - e. Academics
  - f. Finance
    - i. Discussion and possible action on financial policies
    - ii. Update on revolving loan from USOE, promissory note
    - iii. Discussion and approval of 2011-2012 budget
    - iv. Discussion and action on Business Manager Contract with Abraham and Woodland.
  - g. Marketing
    - i. Upcoming events
    - ii. School Logo
7. Public comment period. Please keep comments to 2 minutes or less. Board members and Director will be available to answer questions following the meeting.
8. Time and place for next meeting, proposed February 21, 2012. 7pm at the Hurricane City Office.

**Valley Academy Public Board Meeting Minutes**  
**1/17/2012, 7pm at the Hurricane City Office**

In attendance: Alisha Terry-Martin, Cory Martin, Emma Humphries, Ed Woodd, Mark Skousen, Gaylene Knoke, Derek Lewis, Lane Blackmore, Trent Seegmiller, Tamara Wheeler, MaryAnn Johnson, Robert Vega, Tara Freiberg, Tylia Jackman, Angela Johnson, Michelle Brown, Gayle Johnson, Tana Hall, Jason Hall, Brandi Hall, Nate Wells, Elna Perkins, Marsha Postert, Christina Isom, Amy Mackay, Karyn Vincent, Adam Heyder, Tonya Heyder, Kevin Abraham, Jennifer Woodland, Mikki Brown.

Welcome and call to order (7:00)

Motion to approve minutes of 12/13/11 meeting as written by Lane Blackmore. All members in favor.

Mission statement read by Gaylene Knoke

Edward Wood was introduced as our School Director. Out of over 50 applicants for the Director's position, Mr. Woodd stood out as the best candidate. Mr. Woodd comes to us from New Mexico most recently, as a charter school Director. Mr. Woodd has vast experience in school leadership, teaching and being an administrator in schools throughout the US and other countries. He also has a significant background in the performing arts.

**Discussion of Director Evaluation Process:**

Mr. Woodd suggested that, with all the information we have to read through, the Board should discuss the topic at one meeting and bring it up to vote at the next meeting. All members agreed. We were given three samples of a Director Evaluation form. Trent volunteered to put together a draft of our school's own hybrid, utilizing the examples we have for Director Evaluation. He will email this out to everyone prior to the next board meeting.

Derek brought up that we should have two separate evaluations: An evaluation of school employees and school as a whole and also an evaluation of the Director.

**Reports from Committees:**

**Legal:** Trent reported that he received a letter from the IRS indicating our application was received and is being reviewed for 501C3 status. He expects to hear more by next board meeting

**Land and building:**

We have signed a rental agreement with Accutek Solutions for temporary office space. Ed has been able to move into the space and has regular office hours there.

8:30-4pm, Monday-Thursday. Working on signage for the door to let people know we are there.

Lane reported that there has been much work done with the floor plan of the school. Changes have been suggested to provide for the ability to grow into the building over the next 3 years as we intend to increase our enrollment. The changes suggested to the building will make it possible to have K-8 in our building, then focus on a separate building for 9-12 at some future time, and when we have approvals from the State for those grades. Lane also reported that Planning Commission approved the zone change for the school property, and we will be meeting with Hurricane City Council for final approval of the zone change this week, Thursday at 6pm.

### **Board Development:**

Each meeting, we review a section of our charter. This time we read through our charter school's purposes.

For our Board Development topic, we listened to a podcast by Dr. Brian Carpenter on Board Governance entitled "Dirty Walls".

Board Policy was discussed. Ed made some edits and adaptations to the first draft. Board members saw his marked copy, but have not seen the final draft of the document. This will be emailed out and action taken at the next board meeting.

A Board Meeting for Strategic Planning has been planned for January 28<sup>th</sup> at 9am. Place TBA. This meeting will be open to the public.

**Technology:** Derek reported that we need to find different hosting for the website because of increased interest. Derek has been running the site through his own server at home, and the traffic has gotten substantially more than his service will allow. Highmark has offered help with this in the past. Derek suggests the site be completely rebuilt. Ed has several options for the Board to consider and he will take the lead on getting the website changed over. Derek would like to see the site be reflective of Southern Utah. Kevin Abraham brought up that UEN will help with much of the cost of getting internet to the school and that we need to include them in our building plans. Alisha brought up that UEN had contacted us with bids for service and E-rate.

Ed introduced a new school logo that was approved by the board.

### **Finance:**

The purchasing/disbursement policy was discussed. A final copy has been prepared and refined by Mr. Woodd and Kevin Abraham. Derek brought up that "emergency purchases" should be more defined as people have differences of opinion on what constitutes an emergency. Alisha read from our charter: *An "emergency purchase" is the purchase of goods or services that are so badly needed that the school will suffer financial*

*or operational damage if they are not secured immediately. A decision to purchase may be declared in an emergency at the Director's discretion and "best value" purchase guidelines must be followed. In addition, the purchase must be authorized by a designated member of the Board, following the guidelines as outlined below in the purchasing policy.* The words "as specified in the charter" were added the first paragraph to clarify emergency purchases. A motion was made by Lane Blackmore that the financial policy be accepted as modified. All members in favor.

Our revolving loan application was approved by the State Board of Education at their meeting 1/12/12. A promissory note was sent from the charter office detailing our obligation to repay the loan. Kevin went over the loan details. Trent Seegmiller made a motion to approve the promissory note as presented by the USOE and, as required by the State Board of Education, that Alisha Terry-Martin and Lane Blackmore will sign the promissory note. All members in favor.

Kevin Abraham presented the 2011-2012 budget items as previously discussed when the package for the loan was put together. Lane Blackmore made a motion to approve the budget as presented. All members in favor.

A contract with Abraham and Woodland for Business Services was discussed. Lane Blackmore made a motion to enter into contract Abraham and Woodland according to the final draft we've been submitted. All members in favor.

**Marketing:** Tonya reported that the marketing committee will be meeting this week to plan the official groundbreaking party. Tonya reminded everyone to continue to plan for a school garage sale in the spring. She is currently working on bumper stickers and a sticker sign for the temporary office.

**Public comment:** Discussion was held on the newly proposed school logo.

Time and place for our next meeting will be February 21, 2012 at 7pm at the Hurricane City Office.

Motion to adjourn made by Lane Blackmore. All members in favor. (8:30pm)

**CHARTER SCHOOL SERVICES AGREEMENT**

**BETWEEN**

**VALLEY ACADEMY**

**AND**

**ABRAHAM & WOODLAND LLC**

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THIS AGREEMENT (the "Agreement") is made and entered into on 17 January, 2012 by and between ABRAHAM & WOODLAND LLC, and VALLEY ACADEMY ("Charter Holder"), a nonprofit corporation organized under the laws of the State of Utah ("State"). Abraham & Woodland and the Charter Holder agree to the terms set forth below.

**RECITALS**

WHEREAS, the Charter Holder has been authorized by the Utah Charter School Board to organize and operate a charter school in Utah pursuant to the Utah Charter Schools Act; and

WHEREAS, Abraham & Woodland provides human resources management and financial services and support to public charter schools; and

WHEREAS, the Charter Holder desires that Abraham & Woodland provides its school business services to the Charter Holder, and Abraham & Woodland desires to provide its charter school business services to the Charter Holder; and

WHEREAS, the Charter Holder and Abraham & Woodland are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of Abraham & Woodland management services.

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

1. **Contractual Relationship.** The Charter Holder has entered into an agreement with the Utah Charter School Board which sets forth certain terms and conditions governing the Charter Holder. Pursuant to the Charter Agreement, the Charter Holder is governed by a board of directors (the "Board") which is responsible for the operations of the charter school. Under the Charter Agreement, the Charter Holder is vested with all powers and authority necessary

or desirable for carrying out its program. These powers and authorities include the power to contract with Abraham & Woodland to provide its management services pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, the Charter Holder hereby contracts with Abraham & Woodland, to the extent permitted by law, for the provision of such services for the charter school, subject to the terms and conditions set forth in this Agreement and the Charter Agreement, and further subject to the oversight of the Board and Director. Abraham & Woodland acknowledges that this Agreement is subject to the terms of the Charter Agreement.

2. **Term.** The term of this Agreement shall commence on January 1, 2012 and end on June 30, 2013, unless terminated earlier or extended in accordance with the terms and conditions set forth herein.

- 2.1. **Term Extension.** This Agreement may be extended by agreement of the parties. The parties agree to give written notice of their intent to extend this Agreement at least thirty (30) days prior to termination of this Agreement.

3. **Duties of Abraham & Woodland:**

- 3.1. **Business Manager.** Beginning January 1, 2012 Abraham & Woodland will provide a business manager, mutually agreed upon by the Director who will perform work primarily at Abraham & Woodland's primary facility. The business manager will perform, at a minimum, the functions and duties identified on the attached Scope of Abraham & Woodland Business Management Services, including without limitation:

- 3.1.1. Financial Management

- General accounting
- Budgeting
- Purchasing
- Cash management and account reconciliation

- 3.1.2. Human Resource Management

- Payroll
- Benefits Administration
- Employee records and orientation

- 3.1.3. Legal Compliance

- Develop policy for board approval
- Complete legal reports associated with business functions
- Coordinate with administration on legal compliance in all areas
- Liaison with insurance providers

3.1.4. **Board Meeting Support.** A designated and mutually agreed upon Abraham & Woodland representative will meet with the Director weekly at Valley Academy to discuss issues related to the execution of this agreement and will attend all monthly board member meetings and provide a financial report (which has been previously provided to the Director) to the board and discuss any issues related to Abraham & Woodland duties or other areas of school operation.

3.2. **General Accounting Support.** Abraham & Woodland will employ personnel located off Charter Holder's campus that will perform the following functions:

3.2.1. Policy and procedure services, consisting of development of school policy for board approval, review, and development of controls for school.

3.2.2. Closing support consisting of reconciliation of systems to control figures, maintaining backup files, filing monthly information sheets, year end closing, and transitioning budget items from one year to the next.

3.2.3. Audit Support, consisting of management of audits, negotiation of statement changes by CPA firm, ensure the CPA firm obtains all information for audit, and ensure that state reports are sent in a timely manner.

3.3. **General Administration of School.** Both parties acknowledge the administration of the charter school falls within the duties of the school's director under the direction of the Board. However, some of the duties described above may overlap with the director's responsibilities; therefore, Abraham & Woodland will make a good faith effort to work with school administrators on general school administration responsibilities that are not the sole responsibility of the director. Charter Holder agrees that the director and the Board will make a good faith effort to work with Abraham & Woodland on shared responsibilities, including providing administrative assistance (to include but not limited to copies of bank deposits, receipts, student count, mail, email, etc) to Abraham & Woodland, and that the school building will be made reasonably available to Abraham & Woodland in the execution of its responsibilities. The parties agree and understand that the Board or Director retains all final decision-making authority for all aspects of the operation, administration, and management of the school. Abraham & Woodland shall perform any and all services under the oversight of the Board and Director and at all times shall institute and enforce the decisions and policies adopted by the Board.

4. **Termination of Agreement.**

- 4.1. **Charter Holder Termination for Cause.** The Charter Holder shall have the right to terminate this Agreement for cause by providing 30 days written notice to Abraham & Woodland. “Cause” shall include any of the reasons set forth in subparagraphs 4.1.1, 4.1.2, or 4.1.3 below.
- 4.1.1. A breach of any of the terms and conditions of this Agreement accompanied by a failure to remedy such breach within 30 days after receipt of written notice of such breach from the Charter Holder; or
- 4.1.2. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which, after all possible appeals, results in a final judgment or finding that this Agreement or the operation of the Charter School in conformity with this Agreement violates the Charter Holder’s responsibilities, duties or obligations under the state or federal constitutions, statutes, laws, rules or regulations.
- 4.1.3. Gross negligence, fraud, or criminal acts of any kind committed by Abraham & Woodland employees or agents
- 4.1.4. The requirement for 30-days’ written notice for termination is waived for causes listed in subparagraph 4.1.3
- 4.2. **Abraham & Woodland Termination for Cause.** Abraham & Woodland may terminate the Agreement for cause prior to the end of the term set forth in this Agreement for any of the reasons set forth in subparagraphs 4.2.1 or 4.2.2 below.
- 4.2.1. The Charter Holder substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach from Abraham & Woodland. For this purpose, a material breach may include, but is not limited to, a failure to make payments as required by this Agreement unless the required payment is subject to reasonable dispute, or any other failure which undermines the joint purposes of this Agreement; or if continued service with the Charter Holder becomes incompatible with the standards of Abraham & Woodland.
- 4.2.2. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse affect on Abraham & Woodland’s ability to perform the obligations set forth in this Agreement.



- 4.3. **Upon termination of this agreement.** Regardless of the circumstances, Abraham & Woodland will provide to Valley Academy all financial, human resource, policy and any other records pertaining to Valley Academy operations.
5. **Remedies.** The sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 4, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of one percent (1.5%) per month.
6. **Compensation.** It is recognized between the parties that Abraham & Woodland is a for-profit entity. In exchange for the management services provided in this Agreement, the Charter Holder will pay Abraham & Woodland **\$66,000** for the 2012-2013 school year payable equal monthly automatic transfer payments of **\$5,500** beginning on **January 1, 2012 and continuing until June 30, 2013**. Abraham & Woodland employees working on behalf of Charter Holder shall be entitled to reasonable travel expense reimbursement consistent with Charter Holder's policies.
7. **No Third Party Beneficiary Rights.** No third party, whether a constituent of the Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter Holder or Abraham & Woodland in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.
8. **Entire Agreement.** This Agreement (including the "Scope of Abraham & Woodland Business Management Services" referenced in Section 3) constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.
9. **Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.
10. **Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
11. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that: (i) Abraham & Woodland may, without consent of the Charter Holder, delegate the performance of but not the responsibility for such duties and obligations of Abraham & Woodland as

specifically set forth herein; and (ii) Abraham & Woodland may assign, without the consent of the other party, this Agreement to a successor entity that acquires through a corporate reorganization substantially all of Abraham & Woodland assets and liabilities.

## **12. Indemnification.**

### **12.1. Indemnification.**

12.1.1. To the extent permitted by law, Abraham & Woodland shall indemnify, defend, and hold harmless Charter Holder and its respective members, directors, officers, employees, and agents from and against all claims, damages, demands, liens, losses, or liabilities of any kind, including attorney's fees and litigation costs, to the extent arising out of or connected with (i) any negligent acts, errors, or omissions or willful misconduct of Abraham & Woodland or its Personnel, its officers, employees, or agents in performing the services under this Agreement; and (ii) negligent or willful non-performance or breach by Abraham & Woodland or its Personnel of any of its or their duties, obligations, or representations under this Agreement, subject to the limits of Abraham & Woodland professional liability insurance.

THIS AGREEMENT was approved at a public meeting held by the directors of Valley Academy on 17 January, 2012. At that meeting, the undersigned director of Valley Academy and the Director were authorized by the Board of Directors to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

**VALLEY ACADEMY**

By: \_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Director

Name: ALISHA TERRY-MARTIN

Name: EDWARD WOODE

**Abraham & Woodland LLC**

By: \_\_\_\_\_  
Owner

Name: KEVIN ABRAHAM

**Valley Academy Charter School**  
**Policy: Purchasing/Disbursement Policy**  
**Approval Date:**

**Purchasing:**

The responsibility for approving purchases is delegated to the School Director and authorized Board Members. **A Purchase Requisition will be required for All purchases.**

Purchase Requisitions totaling less than \$1,000 may be approved by the authorized Board Member provided the funds are available. Purchase Requisitions totaling \$1,000 or more MUST be presented to the entire Board for review and approval. Except in the event of emergency repairs, as specified in the Charter, a purchase requisition totaling \$1,000 or more will not be ordered until it has been approved by the Board.

Employees' purchases that require reimbursement are discouraged, except in the case of Teacher Supply Account funds

Purchases for travel require prior approval and are to follow the purchasing process utilizing a Purchase Request Form and a Travel Reimbursement Packet. To the greatest extent possible travel arrangements should be made by the School's Purchasing Specialist prior to departure

The School's Purchasing Specialist will retain the school issued credit card and only utilize the credit card when required to do so. All purchases with the school credit card will follow the purchasing policy and no charges will be made until the Purchase Requisition is completed and signed.

**Disbursements:**

The responsibility for disbursement is designated to the Business Administrator.

Disbursements are handled in such a manner as to ensure that the proper funds and accounts are charged; that the disbursement is used only for authorized purposes; and that laws, rules and regulations governing the disbursements, and handling of public funds, are followed.

The following controls are established to ensure that all payments are made on a timely basis and in accordance with all purchase requisitions, purchase orders and contracts:

A Purchase Requisition must be completed for **EVERY** purchase of supplies, curriculum, expenses for repair, service, professional development, and travel using school funds.

**This policy applies to every school employee and board member.** Because we receive public funds, we are required to maintain documentation substantiating every purchase beginning with the Purchase Requisition. The exception to this policy is the use of the Teacher Supply Account funds.

A Purchase Requisition must be approved by the director and an authorized board member **BEFORE** the purchase can be made. Following is the procedure for approving Purchase Requisitions:

1. When a purchase is needed a Purchase Requisition is prepared and presented to the Director for approval, the Director will:
  - a. Verify that the Purchase Requisition is filled out completely, including Name/Grade, Date, Quantity, Description, Item #, Cost, and Company Information.
  - b. Verify that the purchase meets the needs of the school. This includes questioning the intention of the purchase, how it will be implemented, how it will meet the needs of the school, etc.
  - c. Verify that the funds are available in the budget for the purchase. This can be done by referring to the monthly Budget vs. Expenditures report or by contacting the Business Administrator.
  - d. Complete the following sections:
    - i. Budget Line Item: This can be found by referring to the approved annual budget or contacting the Business Administrator.
    - ii. Program (box at the bottom): Check the appropriate box for the Program of funds being used for the purchase. This can be determined by referring to the approved budget or contacting the Business Administrator.
    - iii. Signature: Please sign the Purchase Requisition once the above items have been completed.
  - e. Place the signed Purchase Requisition in the Board Member's box.
2. Only authorized Board Members may sign the Purchase Requisition (Currently the Board Chair and the Board Member over finance). The only exception to this is if the purchase is being requested by the Board Member. A Board Member may not request and approve the same purchase.
3. Authorized Board Members will:
  - a. Review the Purchase Requisition
  - b. Verify that the purchase meets the needs of the school. This includes questioning the intention of the purchase, how it will be implemented, how it will meet the needs of the school, etc.
  - c. Verify that the funds are available in the budget for the purchase.

- d. Sign and place the approved Purchase Requisition in the Procurement Specialist's box
4. There is a deadline for submitting Purchase Requisitions to the Purchasing Specialist.
  - a. **Monday:** Purchase Requisitions must be in appropriate Board Member's box for signature.
  - b. **Wednesday:** Approved and signed Purchase Requisitions must be placed in Procurement Specialist's box, by end of school.
  - c. **By the Following Monday:** Purchases will be placed by the Purchasing Specialist.
5. When the items arrive the Purchasing Specialist will confirm the order is complete and then attach all documents with the purchase request and place it in the Business Administrators box for payment.
6. The Business Administrator will compare the invoice with the purchase request and delivery confirmation. If the documentation is correct the Business Administrator will then pay the invoice.

### **Teacher Supply Account funds**

Each year the Board will approve an amount for the teacher supply accounts. These funds will be used by the teacher to purchase items for the class and classroom as needs arise during the school year. Any item purchased with these funds remain the property of Valley Academy. Teachers are allowed to purchase items without prior approval for reimbursement using their Teacher Supply Account, but **must submit a completed reimbursement form with an original receipt to be reimbursed.** Teachers can also ask the Purchasing Specialist to purchase or order items for them and have the amount deducted from their supply account.

### **Cash**

All cash collected will be reconciled in the presence of two authorized individuals. A receipt will be given whenever cash or checks are received. Cash and checks will be sealed in tamper-evident envelopes and should be delivered to the bank each evening but no later than three business days.

No petty cash account will be maintained by Valley Academy

PROMISSORY NOTE

Principal                      Loan Date                      Maturity Date                      Loan Number  
\$ 263,000                      01/12/2012                      01/01/2017                      2012-4H

Borrower: Valley Academy      Legal Name: Valley Academy

Loan Committee Recommendation Date:      12/05/2011

SBE Loan Approval Date:      01/12/2012

Loan Disbursement Dates:      1/13/2012, 5/15/2012

Lender: Utah State Office of Education (USOE)

PROMISE TO PAY: Valley Academy ("Borrower") promises to pay to Utah State Office of Education ("Lender"), in lawful money of the United States of America, the principal amount of Two Hundred Sixty-Three Thousand Dollars Even (\$263,000), together with Interest at the rate of 1.75% per annum on the unpaid principal balance from 01/13/2012 until paid in full, and a Loan Servicing Fee if applicable and required by USOE.

PAYMENT: Borrower will pay this loan according to the Payment Method in 48 regular payments of \$5,768.72 beginning on 02/01/2013. Borrower's payments must be received by the first working day of each month beginning on 02/01/2013. Borrower's final payment is due 01/01/2017, and will be for all principal, penalties if applicable, and accrued interest not yet paid. Payments include principal (\$263,000) and interest (\$13,898.81) and may be required to include additional interest or penalties above that listed in the amortization schedule appended herein if payments are not made by the first working day of each month or within grace periods outlined below. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days. Multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

DISTRIBUTION OF PRINCIPAL TO BORROWER: State Board of Education Administrative Rule R277-480, "Charter Schools School Building Subaccount," allows for a tiered schedule of principal disbursement. Accordingly, Principal for the loan will be disbursed to the Borrower per the following schedule:

- 1) January 13, 2012                      \$197,250.00
- 2) May 15, 2012                      \$65,750.00.

Interest will be accrued according to the disbursement date of the Principal amounts as reflected in the attached amortization table.

USE OF FUNDS: Borrower herein acknowledges that Charter School Revolving Loan funds of \$263,000 are determined by statute to be restricted to uses specifically outlined in Loan Application Budget Details, and that accounting records will be maintained to support all expenditures associated with these funds; property records and inventory management systems will be established to safeguard property purchased with loan funds.

**LOAN SERVICING FEE:** In addition to the amount stated above, Borrower agrees to pay a monthly loan servicing fee to Lender if required by Lender. The loan servicing fee may be changed from month to month based on actual service costs, as determined at the sole discretion of Lender. Lender shall provide Borrower with at least five days advance notice of any change in the fee.

**EXISTING OBLIGATIONS:** Borrower shall pay any existing or outstanding obligations with regard to this loan as of 01/01/2017 and shall provide documentation of payments made upon request.

**PREPAYMENT PENALTY:** None.

**PAYMENT METHOD:** Borrower will enroll in an "Automatic Clearinghouse" (ACH) program such that payments will be automatically deducted from the Borrower's designated Bank Account upon the required date of payment, each month. It is the affirmative obligation of the Borrower to keep account information and ACH permission up-to-date, and to notify USOE internal accounting and School Finance and Statistics staff of changes therein. Borrower acknowledges that the loan may be serviced through the Utah State Division of Finance which may also require up-to-date account information.

**DEFAULT:** Borrower will be in default if any of the following happens:

- (a) Borrower fails to make sufficient funds available when payment is due as per attached schedule of amortization, and fails to cure such within 15 days of receiving written notice.
- (b) Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender.
- (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished.
- (d) Borrower dissolves (regardless of whether election to continue is made), Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws.
- (e) Borrower is in default under any other note, security agreement, lease agreement or lease schedule or loan agreement, whether now existing or hereafter made, between Borrower and Lender or any direct or indirect subsidiary of Lender, including school districts.
- (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest, if any.
- (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.
- (h) Lender in good faith deems itself insecure.
- (i) The State Charter School Board or the State Board of Education resolves to revoke the charter of Valley Academy for and of the reasons specified in U.C.A. 53A-1a-510.
- (j) As determined through USOE audit of school records, funds are not used in accordance with purposes stated in the supporting loan application.

**LENDER'S RIGHTS:** Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, with 15 days written notice. Borrower may within fifteen (15) days of receipt of written notice be accorded a grace period to cure such default without any further cost or penalty, other than accrual of additional interest. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the interest rate on this Note 5.000 percentage points. The interest rate



will not exceed the maximum rate permitted by applicable law. Borrower further agrees to pay all costs and expenses, if any, of the Lender in connection with the collection of this Note for any uncured default, including, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any, court costs, in addition to all other sums provided by law. Lender may also hire another party to collect this debt if Borrower fails to pay as per this agreement. This Note has been delivered to Lender and accepted by Lender in the State of Utah. If there is a lawsuit, Borrower agrees, upon Lender's request, to submit to the jurisdiction of the courts of Salt Lake County, the State of Utah. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the State of Utah.

**RIGHT OF SETOFF:** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender and all accounts Borrower may open in the future, excluding, however, all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL:** This note is unsecured.

**ASSIGNMENT:** Borrower may not transfer, assign, sell, or otherwise dispose of any of its obligations, rights or interests hereunder.

**INDEMNIFICATION:** Borrower further agrees to indemnify Lender, and its Board officers and employees or associated staff members (each an "Indemnified Party") from and against any and all claims, damages losses, liabilities and expenses (including reasonable fees and disbursements of counsel) for which any of them may become liable or which may be incurred by or asserted against any of them in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising out of, related to or in connection with this transaction whether or not any Indemnified Party or any Borrower is a party thereto, including any transaction in which any proceeds of the Loan are or are proposed to be applied; provided, however, that the Borrowers shall not be liable for any portion of such claims, damages, losses, liabilities or expenses resulting from an Indemnified Party's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Agreement.

**LATE CHARGE:** In the event of insufficiency of funds in bank account of record through which ACH withdrawal for repayment is conducted, request for payment will be re-run, however Borrower will be charged a late charge of 5% (\$288.44) of the delinquent payment.

**JURY WAIVER:** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding or counterclaim brought either by Lender or Borrower against each other.

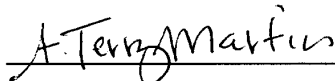
**STATUTE OF FRAUDS:** This promissory note and any other documents executed in connection herewith are the final expression of the agreement between Borrower and Lender and may not be contradicted by evidence of any alleged oral agreement.

GENERAL PROVISIONS: Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower or any person who signs guarantees or endorses this note or its authorizing resolution hereby waives, to the extent allowed by law, presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note or upon default, and unless otherwise expressly stated in writing, Borrower will be understood to have undertaken the obligations stated herein, whether as maker, guarantor, accommodation maker or endorser, and shall not be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral, if any; or impair, fail to realize upon or perfect Lender's security interest in the collateral, if any; and take any other action deemed necessary by Lender without the consent of or notice to anyone unless specifically required herein. All such parties also agree that Lender may modify this loan without the written consent of the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

Executed this day 1-17-12 .

BORROWER: Valley Academy

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Board Member

*\*Both signatures are required.*

**Valley Academy  
School Building Revolving Loan Fund**

Loan Information		Loan no. 2012-8H	
Loan Amount:	\$ 263,000.00	Total Payments	\$ 276,868.47
Date of Loan	1/12/2012	Maturity Date of Loan:	1/1/2017
Annual Interest Rate:	1.7500%	Total Interest Paid:	\$ 13,868.48
Years of Loan:	5.00	Late Fee	5.00% \$ 288.40
Years of Repayment:	4.00		
Payment for 4 Years:	\$5,768.09		

Amortization Schedule						
Pmt #	Due Date	Payment Amount	Interest	Principal	Cummulative Interest	Balance
	1/15/2012	-		197,250.00	-	197,250.00
1	2/1/2012	-	163.01	163.01	163.01	197,413.01
2	3/1/2012	-	278.30	278.30	441.31	197,691.31
3	4/1/2012	-	297.91	297.91	739.22	197,989.22
4	5/1/2012	-	288.73	288.73	1,027.95	198,277.95
	5/15/2012	-	-	65,750.00	1,027.95	264,027.95
5	6/1/2012	-	298.79	298.79	1,326.74	264,326.74
6	7/1/2012	-	385.48	385.48	1,712.22	264,712.22
7	8/1/2012	-	398.91	398.91	2,111.13	265,111.13
8	9/1/2012	-	399.51	399.51	2,510.64	265,510.64
9	10/1/2012	-	387.20	387.20	2,897.84	265,897.84
10	11/1/2012	-	400.69	400.69	3,298.53	266,298.53
11	12/1/2012	-	388.35	388.35	3,686.88	266,686.88
12	1/1/2013	-	401.88	401.88	4,088.76	267,088.76
13	2/1/2013	\$5,768.09	402.49	(5,365.60)	4,491.25	261,723.16
14	3/1/2013	5,768.09	356.23	(5,411.86)	4,847.48	256,311.29
15	4/1/2013	5,768.09	386.25	(5,381.84)	5,233.73	250,929.45
16	5/1/2013	5,768.09	365.94	(5,402.15)	5,599.67	245,527.30
17	6/1/2013	5,768.09	370.00	(5,398.09)	5,969.67	240,129.20
18	7/1/2013	5,768.09	350.19	(5,417.90)	6,319.86	234,711.30
19	8/1/2013	5,768.09	353.70	(5,414.39)	6,673.56	229,296.91
20	9/1/2013	5,768.09	345.54	(5,422.55)	7,019.10	223,874.36
21	10/1/2013	5,768.09	326.48	(5,441.61)	7,345.58	218,432.74
22	11/1/2013	5,768.09	329.17	(5,438.92)	7,674.75	212,993.82
23	12/1/2013	5,768.09	310.62	(5,457.47)	7,985.37	207,536.35
24	1/1/2014	5,768.09	312.75	(5,455.34)	8,298.12	202,081.00
25	2/1/2014	5,768.09	304.52	(5,463.57)	8,602.64	196,617.43
26	3/1/2014	5,768.09	267.62	(5,500.47)	8,870.26	191,116.96
27	4/1/2014	5,768.09	288.00	(5,480.09)	9,158.26	185,636.86
28	5/1/2014	5,768.09	270.72	(5,497.37)	9,428.98	180,139.49
29	6/1/2014	5,768.09	271.46	(5,496.63)	9,700.44	174,642.86
30	7/1/2014	5,768.09	254.69	(5,513.40)	9,955.13	169,129.45
31	8/1/2014	5,768.09	254.87	(5,513.22)	10,210.00	163,616.23
32	9/1/2014	5,768.09	246.56	(5,521.53)	10,456.56	158,094.70
33	10/1/2014	5,768.09	230.55	(5,537.54)	10,687.11	152,557.16
34	11/1/2014	5,768.09	229.90	(5,538.19)	10,917.01	147,018.96
35	12/1/2014	5,768.09	214.40	(5,553.69)	11,131.41	141,465.27
36	1/1/2015	5,768.09	213.18	(5,554.91)	11,344.59	135,910.36
37	2/1/2015	5,768.09	204.81	(5,563.28)	11,549.40	130,347.07
38	3/1/2015	5,768.09	177.42	(5,590.67)	11,726.82	124,756.40
39	4/1/2015	5,768.09	188.00	(5,580.09)	11,914.82	119,176.31
40	5/1/2015	5,768.09	173.80	(5,594.29)	12,088.62	113,582.01
41	6/1/2015	5,768.09	171.16	(5,596.93)	12,259.78	107,985.08
42	7/1/2015	5,768.09	157.48	(5,610.61)	12,417.26	102,374.47
43	8/1/2015	5,768.09	154.27	(5,613.82)	12,571.53	96,760.64
44	9/1/2015	5,768.09	145.81	(5,622.28)	12,717.34	91,138.36
45	10/1/2015	5,768.09	132.91	(5,635.18)	12,850.25	85,503.18
46	11/1/2015	5,768.09	128.85	(5,639.24)	12,979.10	79,863.94
47	12/1/2015	5,768.09	116.47	(5,651.62)	13,095.57	74,212.31
48	1/1/2016	5,768.09	111.83	(5,656.26)	13,207.40	68,556.05
49	2/1/2016	5,768.09	103.31	(5,664.78)	13,310.71	62,891.27
50	3/1/2016	5,768.09	88.66	(5,679.43)	13,399.37	57,211.83
51	4/1/2016	5,768.09	86.22	(5,681.87)	13,485.59	51,529.96
52	5/1/2016	5,768.09	75.15	(5,692.94)	13,560.74	45,837.02
53	6/1/2016	5,768.09	69.07	(5,699.02)	13,629.81	40,137.99
54	7/1/2016	5,768.09	58.53	(5,709.56)	13,688.34	34,428.43
55	8/1/2016	5,768.09	51.88	(5,716.21)	13,740.22	28,712.22
56	9/1/2016	5,768.09	43.27	(5,724.82)	13,783.49	22,987.39
57	10/1/2016	5,768.09	33.52	(5,734.57)	13,817.01	17,252.82
58	11/1/2016	5,768.09	26.00	(5,742.09)	13,843.01	11,510.73
59	12/1/2016	5,768.09	16.79	(5,751.30)	13,859.80	5,759.43
60	1/1/2017	5,768.09	8.68	(5,759.41)	13,868.48	0.01