



# Utah Charter Schools

## CTE CONSORTIUM

### MEMORANDUM OF UNDERSTANDING

#### Between

**Summit Academy High School and American Academy of Innovation, Academy for Math Engineering and Science, Beehive Science and Technology Academy, DaVinci Academy, East Hollywood High School, Fast Forward Charter High School, InTech Collegiate Academy, Itineris Early College High School, Merit Preparatory Academy, Providence Hall, Salt Lake Academy, Roots Charter High School, Utah County Academy of Sciences, and Vanguard Academy**

This Memorandum of Understanding (“MOU”) is entered into this 1st day of July, 2025, between Summit Academy High School, a local education agency (“LEA”) in the state of Utah, and the following charter schools: American Academy of Innovation, Academy for Math Engineering and Science, Beehive Science and Technology Academy, DaVinci Academy, East Hollywood High School, Fast Forward Charter High School, InTech Collegiate Academy, Itineris Early College High School, Merit Preparatory Academy, Providence Hall, Salt Lake Academy, Roots Charter High School, Utah County Academy of Sciences, and Vanguard Academy, all independent local education agencies in the state of Utah. The parties collectively will be hereinafter referred to as “the Utah Charter School CTE Consortium (UCSCC)”, and the individual LEAs identified above will be referred to as “UCSCC Members”.

#### RECITALS AND PURPOSE

**WHEREAS**, the State Superintendent of Public Instruction (“Superintendent”) is authorized by Utah Code 53F-2-311 to distribute funds to a local education agency in the state of Utah for the costs associated with the administration of a Career and Technical Education (“CTE”) program; and

**WHEREAS**, the Utah State Board of Education has authorized by regulation, R277-911-5, the Superintendent to distribute funding to a single charter school acting as fiscal agent, to provide CTE administrative services to a group of ten (10), but not more than fifteen (15), charter schools offering approved CTE programs to students in grades 9 through 12; and

**WHEREAS**, to qualify for the charter school administrative funding described above, the charter school acting as fiscal agent shall employ a full-time CTE director; and

**WHEREAS**, Summit Academy Inc., a local education agency, has agreed to act as the fiscal agent to receive funds to be used for administrative services to the Charter CTE Consortium; and

**WHEREAS**, Summit Academy High School has employed a full-time CTE director (“Director”) to oversee the administration of CTE services; and

**WHEREAS**, Utah Administrative Rules R277-911-5(8) requires a LEA receiving additional funding for CTE administrative services to prepare and submit a memorandum of understanding with each partnering LEA;

**THEREFORE, THE PURPOSE** of this MOU is to meet the requirements in R277-911-5(8) and outline the following: the scope of work to be performed by the Director for each LEA in the Utah Charter Schools CTE Consortium; expectations and benefits of UCSCC Members; provisions for sharing data including student education records; maintenance of effort requirements; and other information as is necessary for the operation of the UCSCC.

1. **SCOPE OF WORK OF DIRECTOR**

- 1.1. The role of the CTE Director is to support UCSCC Members by offering essential administrative assistance, including information, resources, and technical guidance, and help UCSCC Members to fulfill state and federal CTE requirements. This role is fulfilled by:
  - 1.1.1. Work with UCSCC Members to ensure teachers are qualified for consideration for state CTE add-on funding;
  - 1.1.2. Performing financial and program audits to help each UCSCC Member determine if it is on track to continue to receive funding (timeline will be determined based on individual needs of each UCSCC Member);
  - 1.1.3. Maintaining, maximizing or growing funding options to meet individual UCSCC Member’s needs;
  - 1.1.4. Providing 1:1 consultation services upon request, which may include financial training and other technical guidance in CTE program responsibilities;
  - 1.1.5. Supporting the annual reviews of UCSCC Member CTE programs (including the Program of Quality Review Survey /CTE Administration, and Program of Quality Review/Specialist Evaluation);
  - 1.1.6. Performing an annual CTE program self-evaluation; and
  - 1.1.7. Supporting program advisory committees.
- 1.2. Other duties and responsibilities of the Director:
  - 1.2.1. Act as the liaison between UCSCC Members and CTE Utah State Board of Education;
  - 1.2.2. Provide timely information from CTE directors meetings, and CTE regional meetings as needed for individual UCSCC Members;

- 1.2.3. Ensure any expenditures—to the extent that expenditures are necessary—are documented through appropriate financial record-keeping, and made available upon request by any UCSCC Member.
    - 1.2.4. Follow all bylaws created by the UCSCC and the Director’s Council.
  - 1.3. If, pursuant to Section 5.2.1 below, an hourly CTE Coordinator is hired to assist the Director, the Director will assign and oversee CTE Coordinator tasks.
2. EXPECTATIONS AND BENEFITS OF UCSCC MEMBERS. Under the terms of this MOU, the UCSCC Members will provide the following in exchange for CTE administrative services from the Director:
  - 2.1. Access to data systems, as outlined in Section 3.1, which are necessary for the Director to full obligations outlined in this MOU;
  - 2.2. A contact person to be a liaison with the Director (“CTE Contact”). The CTE Contact will:
    - 2.2.1. Meet with the Director when needed and communicate in a timely manner
    - 2.2.2. Work with the Director on policy and procedures regarding allowable CTE expenditures;
    - 2.2.3. Facilitate access to individual CTE teachers, as needed.
  - 2.3. UCSCC Members will plan for or be party to a three (3) – five (5) year strategic plan, developed in consultation with the Director. The plan will inform CTE program decisions including, but not limited to, a vision for the program, spending plans and procedures.
  - 2.4. Each UCSCC Member will pay a fee of ~~\$1,000.00~~ annually to Summit High, Inc. to cover the costs of the Director travel expenses, professional development, office supplies, and initiatives that will benefit the Consortium. For the 2025-2026 school year, this fee is waived.
  - 2.5. In addition to the above, UCSCC Members will:
    - 2.5.1. ensure teachers are qualified to teach assigned courses in the CTE program;
    - 2.5.2. ensure CTE courses are taught with fidelity and follow the course strands and standards;
    - 2.5.3. maintain proper financial and attendance records;
    - 2.5.4. maintain a minimum CTE Program consisting of one (1) complete CTE pathway, two (2) concentrator pathways, two (2) CTE program cluster areas, six (6) approved CTE courses, and one (1) Career and Technical Student Organization (CTSO) relating to pathways offered;
    - 2.5.5. ensure Plans for College and Career Readiness are consistent with Utah Code §53E-2-304, and USBE Rule R277-462-5; and
    - 2.5.6. ensure annual placement surveys are administered for past graduate CTE pathway concentrators;
    - 2.5.7. ensure safe maintenance of equipment and facilities.
    - 2.5.8. ensure CTE programs adhere to current industry standards, which may require the UCSCC Member to:
      - [a] conduct a local needs assessment with stakeholder engagement;

- [b] establish an active advisory committee to inform CTE programs annually;
    - [c] conduct CTE programs consistent with USBE regulations, and state and federal laws pertaining to CTE program access that prohibits discrimination.
  - 2.6. UCSCC Members with a middle school will offer two CTE middle school required courses, College and Career Awareness (CCA) in accordance with USBE Rule R277-916 and Digital Literacy as outlined in USBE Rule R277-700-5, and ensure that:
    - 2.6.1. teachers are qualified to teach these courses;
    - 2.6.2. courses will be taught with fidelity using the strands and standards;
    - 2.6.3. funds for CCA will be spent according to USBE Rule R277-916; and
    - 2.6.4. course participation will be reported accurately on year-end accountability form and budget requests.
- 3. DATA SHARING AGREEMENT.
  - 3.1. UCSCC Members will provide access (or require permission to access) to the following data system (for high school and middle schools), as needed:
    - 3.1.1. Comprehensive Administration of Credentials for Teachers in Utah (CACTUS);
    - 3.1.2. UCSCC Member's Student Information System (Aspire, PowerSchool, etc.), which data will be shared consistent with Section 3.2 of this MOU;
    - 3.1.3. Financial records systems
    - 3.1.4. Data Gateway, including:
      - [a] CTSO reports
      - [b] CTE Data Quality reports
      - [c] SOAR reports
    - 3.1.5. YouScience Platform
    - 3.1.6. Any other USBE data system, tool or platform necessary to perform the duties above.
  - 3.2. Data Privacy Provisions
    - 3.2.1. Definitions:
      - [a] "Student Data" means information about a student at the individual student level. Student data does not include aggregate or de-identified data.
      - [b] "Education Record" means records maintained by an LEA that include personally identifiable student data.
      - [c] "Personally identifiable student data" means student data that identifies or is used by the holder to identify a student.
    - 3.2.2. All Student Data transmitted to the Director pursuant to this MOU is and will continue to be the property of and under the control of the UCSCC Member. The Director further acknowledges and agrees that all copies of such Student Data transmitted to the Director, including any modifications or additions or any portion thereof from any source, are subject to the

provisions of this section, in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated by this MOU, shall remain the exclusive property of the UCSCC Member.

- 3.2.3. For the purposes of the Family Educational Rights to Privacy Act, (FERPA), (20 U.S. Code §1232g, 34 CFR 99), the Provider shall be considered a School Official, under the control and direction of the UCSCC Member as it pertains to the use of Student Data, notwithstanding the above.
- 3.2.4. The UCSCC Member shall provide Student Data for the purposes of obtaining the Director's services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
- 3.2.5. If the UCSCC Member has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), UCSCC Member shall include criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.
- 3.2.6. The Director shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
- 3.2.7. The Student Data shared pursuant to this MOU, including persistent unique identifiers, shall be used for no purpose other than the services outlined in this MOU and/or otherwise authorized under state and federal law.
- 3.2.8. Audits. No more than once a year, or following unauthorized access, upon receipt of a written request from the UCSCC Member with at least fifteen (15) business days' notice and upon the execution of an appropriate confidentiality agreement, the Director will allow the UCSCC Member to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the UCSCC Member. The Director will cooperate reasonably with the UCSCC Member and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Director and/or delivery of Services to students and/or UCSCC Member, and shall provide reasonable access to the Director's facilities, staff, agents and UCSCC Member's Student Data and all records pertaining to the Director, UCSCC Member and delivery of Services to the UCSCC Member. Failure to reasonably cooperate shall be deemed a material breach of this Agreement.
- 3.2.9. Disposition of Data. Upon written request from the UCSCC Member, Director shall dispose of or provide a mechanism for the UCSCC Member to transfer Student Data obtained under this MOU, within sixty (60) days

of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this MOU, if no written request from the UCSCC is received, Director shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that was de-identified.

4. MAINTENANCE OF EFFORT REQUIREMENTS. Each UCSCC Member will continue to maintain CTE effort as outlined in USBE Rules R277-911-4, including:
  - 4.1. First expending for an approved CTE program, an amount equivalent to the regular WPU for students in the approved CTE programs, grades 9 through 12, based on prior year aggregate membership in funded CTE programs, multiplied by the current year WPU value and minus the amount for:
    - 4.1.1. college and career awareness;
    - 4.1.2. work-based learning; and
    - 4.1.3. school counseling.
  - 4.2. A UCSCC Member shall expend the amount required in 4.1 to remain eligible for a funding disbursement for approved programs in grades 9 through 12.
  - 4.3. Expenses charged to state CTE add-on funds must use the unrestricted indirect cost rate and be directly related to approved CTE programs.
5. OTHER INFORMATION NECESSARY FOR OPERATIONS
  - 5.1. UCSCC Director's Council
    - 5.1.1. UCSCC will create an advisory committee ("Director's Council") that will be responsible for the following:
      - [a] Setting the salary and benefits of the Director
      - [b] Setting the salary and benefits of the CTE Coordinator
      - [c] Providing general oversight and guidance of UCSCC initiatives and programs
      - [d] Overseeing the performance of the Director
    - 5.1.2. The Director's Council will be made up of five (5) UCSCC Members, including the fiscal agent.
      - [a] The Director's Councilmembers shall appoint, by majority vote, a Chairperson, a Vice-Chairperson, and two (2) at-large members to serve, in addition to the fiscal agent.
    - 5.1.3. The terms of the Director's Councilmembers are not limited and are subject to negotiation and agreement by all parties involved.
  - 5.2. Responsibilities of Summit Academy, Inc.
    - 5.2.1. Subject to funding availability, Summit Academy, Inc. will hire and employ a full-time CTE Director to provide CTE administrative services

to the Consortium, and may, but is not required to, hire a full or part-time CTE Coordinator.

- [a] The Director's Council may, at its discretion, and in consultation with Summit Academy, Inc., evaluate the performance of the Director.
- [b] The Director's Council may recommend disciplinary action for misconduct or for performance deficiencies to Summit Academy, Inc.
- [c] The Director is an employee of Summit Academy, Inc. but may be terminated or disciplined by Summit Academy, Inc. only upon consultation with or recommendation of the Director's Council. Summit Academy, Inc. may not unilaterally impose any adverse job action, including termination, on the Director without the written approval of the majority of UCSCC members.
- [d] The UCSCC in consultation with Summit Academy, Inc., may terminate the Director and/or CTE Coordinator for cause, including:
  - (i) Failure of the Director to perform the duties outlined in this MOU;
  - (ii) A violation of state or federal law
- [e] If Summit Academy, Inc. can no longer or chooses not to act as the fiscal agent, the Director will be terminated by Summit Academy, Inc. If another UCSCC Member volunteers to be the fiscal agent, that UCSCC Member shall hire the Director and the Consortium will continue operations.
- [f] Summit Academy, Inc. must comply with all state and federal nondiscrimination laws and applicable employment laws in order to remain the fiscal agent.

- 5.2.2. All funds distributed by the Superintendent will be received by Summit Academy, Inc. and will be solely used for:
  - [a] the salary and benefits of a full-time Director
  - [b] hourly pay of the CTE Coordinator, if hired; and
  - [c] any negotiated fiscal agent fees and/or direct and indirect costs of being the fiscal agent. The fiscal agent fee shall be two (2) WPU's.
- 5.2.3. Except for the 2025-2026 school year, the Consortium fee of ~~\$1,000~~/year will be paid to Summit Academy, Inc. to be used as described in section 2.3 of this MOU.

### 5.3. Term

- 5.3.1. The term of this MOU is for the 2025-2026 school year. It will be reviewed annually, and may only be amended in writing, and approved by all parties.

- 5.3.2. At any time, any UCSCC Member may withdraw from the UCSCC, provided that the UCSCC Member's withdrawal reduces the number of UCSCC Members to ten (10) or less, the withdrawing UCSCC Member must provide Summit Academy, Inc. ninety (90) days advance notice to allow UCSCC Members to recruit another UCSCC Member in order to avoid a reduction in the funding allocated for a consortium of eleven to fifteen (11-15) members.
- 

## AUTHORIZED SIGNATURES:

**Brett Wilson**

*Academy for Math, Engineering & Science*

*Brett Wilson*

30/06/2025

**Scott Jones**

*American Academy of Innovation*

*Scott Jones*

Scott Jones (18/06/2025 17:30 MDT)

18/06/2025

**Hanifi Oguz**

*Beehive Science & Technology Academy*

*Hanifi Oguz*

16/06/2025

**Simon Post**

*DaVinci Academy*

*Simon Post*

11/06/2025

**Katrina Walker**

*East Hollywood High School*

*Katrina Walker*

Katrina Walker (11/06/2025 11:35 MDT)

11/06/2025

**Jill Lowe**

*Fast Forward Charter High School*

*Jill M. Lowe*

Jill M. Lowe (11/06/2025 15:30 MDT)

11/06/2025

**Jason Stanger**

*InTech Collegiate Academy*

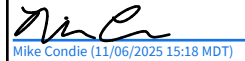
*Jason Eric Stanger*

12/06/2025

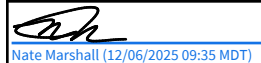


**Renee Edwards***Itineris Early College High School*

18/06/2025

**Mike Condie***Merit Preparatory Academy*  
Mike Condie (11/06/2025 15:18 MDT)

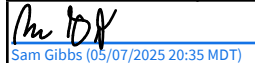
11/06/2025

**Nathan Marshall***Providence Hall Charter School*  
Nate Marshall (12/06/2025 09:35 MDT)

12/06/2025

**Tyler Bastian***Roots Charter High School*

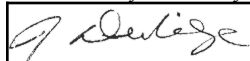
19/06/2025

**Sam Gibbs***Salt Lake Academy*  
Sam Gibbs (05/07/2025 20:35 MDT)

05/07/2025

**Angela Grimmer***Summit Academy Incorporated*  
Alana Johnson (24/06/2025 09:39 MDT)

24/06/2025

**Jennilyn Derbidge***Utah County Academy of Sciences*

10/06/2025

**Spring Prescott***Vanguard Academy Charter School*

10/06/2025

**American Academy of Innovation**

5410 West South Jordan Parkway  
South Jordan, UT 84009  
801-810-4786

**Academy for Math Engineering and Science**

5715 South 1300 East  
Salt Lake City, UT 84121  
(801) 278-9460

**Beehive Science and Technology Academy**

2165 East 9400 South  
Sandy, UT 84094  
(801) 576-0070

**DaVinci Academy**

2033 Grant Ave  
Ogden, UT 84401  
(801) 409-0700

**East Hollywood High School**

2185 S. 3600 W.  
Salt Lake City, UT 84119 ( )  
(801) 886 8181

**Fast Forward Charter High School**

875 W. 1400 N.  
Logan, UT 84321  
(435) 713-4255

**InTech Collegiate Academy**

1787 North Research Park Way  
North Logan, UT 84341  
(435) 753-7377

**Itineris Early College High School**

8714 South Roy Del Circle  
West Jordan, UT 84088  
(385) 800-2140

**Merit Preparatory Academy**

1440 West Center St  
Springville, UT 84663

(801) 491-7600

**Providence Hall**

4557 West Patriot Ridge Drive  
Herriman, UT 84096  
(801) 727-8260

**Salt Lake Academy**

14787 South Academy Pkwy (3718 West)  
Building B  
Herriman, UT 84096  
(385) 474-9052

**Roots Charter High School**

2250 South 1300 West  
West Valley, UT 84119  
(385) 715-2591

**Summit Academy High School**

14942 South 560 West  
Bluffdale, UT 84065  
(801) 495-3272

**Utah County Academy of Sciences**

940 West 800 South  
Orem, Utah 84058  
(801) 863-2222

**Vanguard Academy**

650 South Decker Lake Lane  
West Valley City, Utah 84119  
(801) 327-8724