



# **Board Meeting Packet**

---

**June 20, 2019**

North Star Academy  
Board Meeting Agenda  
Thursday, August 3, 2023



Location: North Star Academy, 2920 W. 14000 S., Bluffdale, UT 84065

---

4:30 PM Call to Order by Sidney Warnick

Public Comment (Comments will be limited to 3 minutes each.)

- Curriculum Feedback (2<sup>nd</sup> Comment Period): Grade 6-8 CKLA

4:35 PM Board Training

- Sidney Warnick will review the following policies: Amended Bullying and Hazing Policy, Amended Fee Waiver Policy, Amended Student Conduct and Discipline Policy

4:45 PM Reports

- Director Report - Tana Archer
  - Professional Development
  - Summer Academy Data – School LAND Trust
  - Assessment Data (AP Exam, Utah RISE, Utah Aspire Plus)
- Financial Review

5:10 PM Consent Items

- Approve June 22, 2023 Board Meeting Minutes

Business Items

- Discuss and/or Vote to Approve the Grade 6-8 CKLA Curriculum Purchase
- Discuss and/or Vote to Approve the Core Knowledge Train the Trainer Expenses
- Discuss and/or Vote to Approve the Amended Bullying and Hazing Policy
- Discuss and/or Vote to Approve the Amended Fee Waiver Policy
- Discuss and/or Vote to Approve the Amended Student Conduct and Discipline Policy
- Discuss and/or Vote to Approve the 2023-2024 Psychologist Contract
- Discuss and/or Vote to Approve the 2023-2024 Special Education Contract
- Discuss and/or Vote to Approve the 2023-2024 Nursing Contract

5:15 PM Discussion Items

- 2023-2024 Schoolwide Improvement Goal
- Calendaring:
  - Staff Welcome Back: 8-8-2023
  - Back to School Night: 8-14-2023 (5:00pm – 7:30pm)
  - 2023-2024 Board Meeting Dates: 8-3-2023, 10-5-20023, 12-7-2023, 2-1-2024, 3-21-2024, 5-2-2024, 6-20-2024 Annual Meeting. Meetings will be held at 4:30pm unless otherwise stated and will be at North Star Academy. The Annual Stakeholder Meeting date will be determined at a future time.

5:30 PM Adjourn Meeting

---

**School Mission**

North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

**2023-2024 School Wide Improvement Goal**

NSA Bears stand up, stand strong, stand together.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements before the meeting.

NSA Board Meeting Agenda: 8-3-2023

**North Star Academy**  
**Policy: Bullying & Hazing Policy**  
**Amended: October 6, 2022**



**Purpose**

The purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving North Star Academy (the "School") students and employees. The School's Board of Trustees (the "Board") has determined that a safe, civil environment in School is necessary for students to learn and achieve high academic standards and that conduct constituting bullying, cyber-bullying, hazing, retaliation, and abusive conduct disrupts both a student's ability to learn and the School's ability to educate its students in a safe environment.

**Policy**

Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and employees are against federal, state, and local policy and are not tolerated by the School. The School is committed to providing all students with a safe and civil environment in which all members of the School community are treated with dignity and respect. To that end, the School has in place policies, procedures, and practices that are designed to reduce and eliminate this conduct – including, but not limited to, civil rights violations – as well as processes and procedures to deal with such incidents. Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and/or employees by students and/or employees will not be tolerated in the School. Likewise, abusive conduct by students or parents or guardians against School employees is prohibited by the School and will not be tolerated in the School.

In order to promote a safe, civil learning environment, the School prohibits all forms of bullying of students and School employees (a) on School property, (b) at a School-related or sponsored event, or (c) while the student or School employee is traveling to or from School property or a School-related or sponsored event.

The School prohibits all forms of bullying, cyber-bullying, hazing, abusive conduct of or retaliation against students and School employees at any time and any location.

Students and School employees are prohibited from retaliating against any student, School employee or an investigator for, or witness of, an alleged incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation.

Students and School employees are prohibited from making false allegations of bullying, cyber-bullying, hazing, abusive conduct, or retaliation against a student or School employees.

In addition, School employees, coaches, sponsors and volunteers shall not permit, condone or tolerate any form of hazing, bullying, cyber-bullying, or abusive conduct and shall not plan, direct, encourage, assist, engage or participate in any activity that involves hazing, bullying, cyber-bullying, or abusive conduct.

Any bullying, cyber-bullying, hazing, abusive conduct, or retaliation that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and is subject to OCR compliance regulations.

## Definitions

**Abusive Conduct** – For purposes of this policy, “abusive conduct” means verbal, nonverbal, or physical conduct of a parent or guardian or student directed toward a School employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress. A single act does not constitute abusive conduct.

**Bullying** – For purposes of this policy, “bullying” means a School employee or student intentionally committing a written, verbal, or physical act against a School employee or student that a reasonable person under the circumstances should know or reasonably foresee will have the effect of:

- (1) causing physical or emotional harm to the School employee or student;
- (2) causing damage to the School employee’s or student’s property;
- (3) placing the School employee or student in reasonable fear of:
  - (a) harm to the School employee’s or student’s physical or emotional well-being; or
  - (b) damage to the School employee’s or student’s property;
- (4) creating a hostile, threatening, humiliating, or abusive educational environment due to:
  - (a) the pervasiveness, persistence, or severity of the actions; or
  - (b) a power differential between the bully and the target; or
- (5) substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

This conduct constitutes bullying, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct. In addition, bullying is commonly understood as aggressive behavior that is intended to cause distress and harm; exists in a relationship in which there is an imbalance of power and strength; and is repeated over time.

**Civil Rights Violations** – For purposes of this policy, “civil rights violations” means bullying, cyber-bullying, harassment, abusive conduct, or hazing that is targeted at a federally protected class.

**Cyber-bullying** – For purposes of this policy, “cyber-bullying” means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

**Federally protected class** – For purposes of this policy, “federally protected class” means any group protected from discrimination under federal law, such as:

- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin.
- (2) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex.
- (3) Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability.

(4) Other areas included under these acts which include religion, gender, and sexual orientation.

**Hazing** – For purposes of this policy, “hazing” means a School employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a School employee or student that:

- (1) (a) endangers the mental or physical health or safety of a School employee or student;  
(b) involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;  
(c) involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a School employee or student; or  
(d) involves any activity that would subject a School employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a School employee or student to extreme embarrassment, shame, or humiliation;  
and
- (2) (a)(i) is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a School or School sponsored team, organization, program, club, or event; or  
(ii) is directed toward a School employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a School or School sponsored team, organization, program, club, or event in which the individual who commits the act also participates.
- (3) The conduct described above constitutes hazing, regardless of whether the School employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

**Retaliate or Retaliation** – For purposes of this policy, “retaliate or retaliation” means an act or communication intended:

- (1) as retribution against a person for reporting bullying or hazing; or
- (2) to improperly influence the investigation of, or the response to, a report of bullying or hazing.

**School Employee** – For purposes of this policy, “School employee” means an individual working in the individual’s official capacity as:

- (1) a School teacher;
- (2) a School staff member;
- (3) a School administrator; or
- (4) an individual:
  - (a) who is employed, directly or indirectly, by the School; and
  - (b) who works on the School’s campus(es).

**Volunteer** – For purposes of this policy, “volunteer” means a non-employee with significant, unsupervised access to students in connection with a School assignment.

### Reporting and Investigation

Students who have been subjected to or witnessed bullying, cyber-bullying, hazing, or retaliation, and students who have witnessed abusive conduct, must promptly report such incidents to any School personnel orally or in writing. School personnel who receive reports of such incidents must report them to the Director.

School employees who have been subjected to or witnessed hazing, bullying, cyber-bullying, abusive conduct, or retaliation must report such incidents to the School's Director orally or in writing.

Each report of prohibited conduct shall include:

- (1) the name of complaining party;
- (2) the name of victim of prohibited conduct (if different than complaining party);
- (3) the name of perpetrator (if known);
- (4) the date and location of incident(s); and
- (5) a statement describing the incident(s), including names of witnesses (if known).

In connection with a report of prohibited conduct, students and School employees may request that their identity be kept anonymous, and reasonable steps shall be taken by the Director and others involved in the reporting and investigation to maintain the anonymity of such individuals, if possible. School employees must take strong responsive action to prevent retaliation, including assisting students who are victims of prohibited conduct and his or her parents or guardians in reporting subsequent problems and new incidents.

The Director or his/her designee shall promptly make a reasonably thorough investigation of all complaints of prohibited conduct, including, to the extent possible, anonymous reports, and shall, in accordance with the Consequences of Prohibited Behavior section below, administer appropriate discipline to all individuals who violate this policy. Formal disciplinary action is prohibited based solely on an anonymous report.

The Director may report to OCR all acts of bullying, hazing, cyber-bullying, abusive conduct, or retaliation that he/she reasonably determines may be violations of a student's or employee's civil rights.

It is the School's policy, in compliance with state and federal law, that students have a limited expectation of privacy on the School's computer equipment and network system, and routine monitoring or maintenance may lead to discovery that a user has violated School policy or law. Also, individual targeted searches will be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of violation of this policy will be confiscated for investigation and may be turned over to law enforcement.

### Parental Notification

The Director or his/her designee will timely notify a student's parent or guardian (1) if the student threatens to commit suicide or (2) of any incidence of bullying, cyber-bullying, hazing, abusive conduct, or retaliation involving the student (including if the student is involved as the alleged

perpetrator or victim). The Director or his/her designee will attempt to contact the parent or guardian by telephone to provide this notification and to discuss the matter. If the parent or guardian is not available by telephone, the Director or his/her designee will provide the parent or guardian the required notification by email.

The Director or his/her designee will produce and maintain a record that verifies that the parent or guardian was notified. If an in-person meeting takes place, the Director or his/her designee may ask the parent or guardian to sign the record acknowledging that the notification was provided. If a telephone conversation takes place, the Director or his/her designee may document on the record such details as the date and time of the telephone call, who was spoken to, and brief notes regarding the notification that was provided and the content of the conversation. If an email is sent, the Director or his/her designee will retain a copy of the email. The School will retain the record as long as the student is enrolled at the School and destroy the record after that time. The School will maintain the confidentiality of the record in accordance with Utah Code § 53G-9-604.

In addition to notifying the parent or guardian as set forth above, the Director or his/her designee will provide the parent or guardian with the following:

- (1) suicide prevention materials and information as recommended by the Utah State Board of Education in accordance with Utah Code § 53G-9-604(2)(b);
- (2) information on ways to limit a student's access to fatal means, including firearms or medication; and
- (3) information and resources on the healthy use of social media and online practices.

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: (Default) Arial, 11 pt

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Font: (Default) Arial, 11 pt

Formatted: Indent: Left: 0.5", No bullets or numbering

#### Action Plan to Address Reported Incidents of Bullying, Cyber-Bullying, Hazing, Retaliation, and Abusive Conduct

The School will investigate all allegations of incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct in accordance with this policy and applicable law. The Director or his/her designee will investigate allegations of these incidents and will have adequate training to conduct such an investigation. The Director will be the point person with training and expertise to assist, direct, and supervise training of other employees in the responsibilities set forth in this paragraph.

The School will investigate all allegations of these incidents by interviewing

- (1) the alleged victim;
- (2) the individual who is alleged to have engaged in the prohibited conduct;
- (3) the parents or guardians of the alleged victim and the individual who is alleged to have engaged in prohibited conduct;
- (4) any witnesses;
- (5) School staff familiar with the alleged victim;
- (6) School staff familiar with the individual who is alleged to have engaged in prohibited conduct;  
or

(7) Other individuals who may provide additional information.

The individual who investigates an allegation of an incident will inform an individual being interviewed that (1) to the extent allowed by law, the individual is required to keep all details of the interview confidential; and (2) further reports of bullying will become part of the review. However, the confidentiality requirement described in this paragraph does not apply to conversations with law enforcement, requests for information pursuant to a warrant or subpoena, a state or federal reporting requirement, or other reporting required by R277-613.

In conducting this investigation, the School may (1) review disciplinary reports of involved students; and (2) review physical evidence, including video or audio, notes, email, text messages, social media, or graffiti.

The School will report incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct to law enforcement when the administrator reasonably determines that the alleged incident may have violated criminal law.

Following the investigation of a confirmed allegation of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the School may, if the administrator determines it is appropriate, take positive restorative justice practice action and support involved students through trauma-informed practices. However, an alleged targeted individual is not required to participate in a restorative justice practice with an individual who is alleged to have engaged in prohibited conduct. If the School would like any student to participate in a restorative justice practice, the School will notify the student's parent or guardian of the restorative justice practice and obtain consent from the student's parent or guardian before including the student in the process.

The School shall follow up with the parents or guardians of all parties to:

- (1) inform parents or guardians when an investigation is concluded;
- (2) inform parents or guardians what safety measures will be in place for their child, as determined by the investigation;
- (3) provide additional information about the investigation or the resolution consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g; and
- (4) inform parents or guardians of the School's Parent Grievance Policy if the parents or guardians disagree with the resolution of the investigation.

#### Consequences of Prohibited Behavior

If, after an investigation, a student is found to be in violation of this policy by participating in or encouraging conduct prohibited by this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion, pursuant to Utah Code § 53G-8-205 and School policy, removal from participation in School activities, and/or discipline in accordance with regulations of the U.S. Department of Education Office for Civil Rights (OCR).

If, after an investigation, a School employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination, reassignment or other appropriate action.



School officials have the authority to discipline students for off-campus or online speech that causes or threatens a substantial disruption to School operations, including violent altercations or a significant interference with a student's educational performance and involvement in School activities.

#### Grievance Process for School Employees

As explained above, a School employee who has experienced abusive conduct must report the incident to the Director orally or in writing. If the School employee is not satisfied with the Director's or designee's investigation of the abusive conduct and/or the resulting disciplinary action (or recommended disciplinary action) against the perpetrator, the School employee may address/raise the issue in accordance with the School's Staff Grievance Policy.

#### Additional Provisions

The Director will ensure compliance with OCR regulations when civil rights violations are reported, as follows:

- (1) Once the School knows or reasonably should know of possible student-on-student bullying, cyber-bullying, or hazing, the School must take immediate and appropriate action to investigate.
- (2) If it is determined that the bullying, cyber-bullying, or hazing did occur as a result of the student-victim's membership in a protected class, the School shall take prompt and effective steps reasonably calculated to:
  - (a) end the bullying, cyber-bullying, or hazing
  - (b) eliminate any hostile environment, and
  - (c) prevent its recurrence.
- (3) These duties are the School's responsibilities even if the misconduct is also covered by a separate anti-bullying policy and regardless of whether the student makes a complaint, asks the School to take action, or identifies the bullying, cyber-bullying, or hazing as a form of discrimination.

The Director will take reasonable steps to ensure that any victim of prohibited conduct will be protected from further hazing, bullying, cyber-bullying, abusive conduct, and retaliation and that any student or School employee who reports such incidents will be protected from retaliation.

If the Director believes that any victim or perpetrator of conduct prohibited by this policy would benefit from counseling, the Director may refer such individuals for counseling.

If the Director believes that it would be in the best interests of the individuals involved, the Director may involve the parents or guardians of a perpetrator or victim of hazing, bullying, cyber-bullying, or retaliation in the process of responding to and resolving conduct prohibited by this policy.

Incidents of bullying, cyber-bullying, hazing, and retaliation will be reported in the School's student information system as required.

#### Student Assessment

The Director or his/her designee will solicit student assessments of the prevalence of bullying, cyber-bullying, and hazing in the School, specifically locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, and lunch areas.

### Training

The Director will ensure that School students, employees, coaches, and volunteers receive training on bullying, cyber-bullying, hazing, retaliation, and abusive conduct from individuals qualified to provide such training. The training shall meet the standards established by the Utah State Board of Education's rules and include information on:

- (1) bullying, cyber-bullying, hazing, abusive conduct, and retaliation;
- (2) discrimination under the following federal laws:
  - (a) Title VI of the Civil Rights Act of 1964;
  - (b) Title IX of the Education Amendments of 1972;
  - (c) Section 504 of the Rehabilitation Act of 1973; and
  - (d) Title II of the Americans with Disabilities Act of 1990;
- (3) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination;
- (4) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes or conformance or failure to conform with stereotypes; and
- (5) the right of free speech and how it differs for students, employees, and parents or guardians.

The training will also complement the suicide prevention program required for students under R277-620 and the suicide prevention training required for licensed educators consistent with Section 53G-9-704(1), and also include information on when issues relating to R277-613 may lead to student or employee discipline.

The training shall be offered to:

- (1) new school employees, coaches, and volunteers within the first year of employment or service;
- (2) all School employees, coaches, and volunteers at least once every three years after the initial training; and
- (3) all students (regardless of whether they are involved in athletics or extracurricular activities or clubs) at a frequency determined by the Director.

In addition to the training requirements described above, any student, employee, or volunteer coach participating in a School sponsored athletic program, both curricular and extracurricular, or extracurricular club or activity, shall, prior to participating in the athletic program or activity, participate in bullying, cyber-bullying, hazing, retaliation, and abusive conduct prevention training. This training shall be offered to new participants on an annual basis and to all participants at least once every three years. The School will inform student athletes and extracurricular club members of prohibited activities under R277-613 and potential consequences for violation of the law and the rule.





## **Purpose**

North Star Academy (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Trustees (the "Board") to implement a policy regarding student fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in [eSchool](#)-sponsored activities.

## **Policy**

Under the direction of the Board, the School's Director (the "Director") is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

## **Definitions**

"Co-curricular activity" means an activity, course, or program that:

- (a) is an extension of a curricular activity;
- (b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;
- (c) is conducted outside of regular School hours;
- (d) is provided, sponsored, or supported by the School;
- (e) includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:

- (a) intended to deliver instruction;
- (b) provided, sponsored, or supported by the School; and
- (c) conducted only during School hours.

"Extracurricular activity"

- (a) means an activity, a course, or a program that is:
  - (i) not directly related to delivering instruction;
  - (ii) not a curricular activity or co-curricular activity; and
  - (iii) provided, sponsored, or supported by the School.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means something of monetary value requested or required by the School as a condition to a student's participation in an activity, class, or program provided, sponsored, or supported by the School. This includes money or something of monetary value raised by a student or the student's family through fundraising.

"Instructional equipment"

- (a) means an activity-related, course-related, or program-related tool or instrument that:
  - (i) is required for a student to use as part of an activity, course, or program in a secondary school;

- (ii) typically becomes the property of the student upon exiting the activity, course, or program, and
- (iii) is subject to a fee waiver;
- (b) includes:
  - (i) shears or styling tools;
  - (ii) a band instrument;
  - (iii) a camera;
  - (iv) a stethoscope; or
  - (v) sports equipment, including a bat, mitt, or tennis [raquet racket](#).
- (c) does not include school equipment.

"Instructional supply" means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes:

- (a) prescriptive footwear;
- (b) brushes or other art supplies, including clay, pain, or art canvas;
- (c) wood for wood shop;
- (d) Legos for Lego robotics;
- (e) film; or
- (f) filament used for 3D printing.

"Maintenance of School equipment" means a cost, payment, or expenditure related to storing, repairing, or keeping School equipment in good working condition. It does not include the cost related to end-of-life replacement.

Formatted: Font: (Default) Arial

"Non-waivable charge" means a cost, payment, or expenditure that:

- (a) is a personal discretionary charge or purchase, including:
  - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
  - (ii) a charge for college credit related to the successful completion of:
    - (A) a concurrent enrollment class; or
    - (B) an advanced placement examination; or
  - (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;
- (b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or
- (c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:
  - (i) a school uniform as provided in Utah Code § 53G-7-801;
  - (ii) a school lunch; or
  - (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

- (a) means an activity, class, program, fundraiser, club, camp, clinic, or other event that:
  - (i) is authorized by the School; or
  - (ii) satisfies at least one of the following conditions:
    - (A) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;

(B) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or

(C) the activity, class, program, fundraising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.

(b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

"Provision in lieu of fee waiver"

(a) means an alternative to fee payment or waiver of fee payment; and

(b) does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

(a) fully participate in school or in a School activity, class, or program;

(b) successfully complete a School class for the highest grade; or

(c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:

(i) peer pressure, shaming, stigmatizing, bullying, or the like; or

(ii) withholding or curtailing any privilege that is otherwise provided to any other student.

"School equipment" means a durable school-owned machine, equipment, or tool used by a student as part of an activity, course, or program in a secondary school and includes a saw or 3D printer.

"School equipment" includes a saw or 3D printer.

"Something of monetary value"

(a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and

(b) includes:

(i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;

(ii) payments made to a third party that provide a part of a School activity, class, or program;

(iii) classroom textbooks, supplies or materials;

(iv) charges or expenditures for school activity clothing; and

(v) a fine, except for a student fine specifically approved the School for:

(A) failing to return School property;

(B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or

(C) improper use of School property, including a parking violation.

(c) does not include a payment or charge for damages, which may reasonably be attributed to normal wear and tear.

Formatted: Font: (Default) Arial

Formatted: Indent: Left: 0.5"

"Textbook"

- (a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;
- (b) includes:
  - (i) a hardcopy book or printed pages of instructional material, including a consumable workbook;~~or~~
  - (ii) computer hardware, software, or digital content; and
  - (iii) the maintenance costs of School equipment.
- (c) does not include instructional equipment or instructional supplies.

“Waiver” means a full release from the requirement of payment of a fee and from any provision in lieu of fee payment.

### **General School Fees Provisions**

The School may only collect a fee for an activity, class, or program provided, sponsored, or supported by the School consistent with School policies and state law.

Beginning with the 2021-2022 school year:

- (a) if the School imposes a fee, the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and
- (b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee.

Beginning with the 2022-23 school year, the School may not sell textbooks or otherwise charge a fee for textbooks or the maintenance costs of School equipment as provided in Section 53G-7-602, except for a textbook used for a concurrent enrollment or advanced placement course.

All fees are subject to the fee waiver [provisionsrequirements](#) of this policy.

### **Fees for Classes & Activities During the Regular School Day**

#### **Fees for Students in Kindergarten through Sixth Grade**

No fee may be charged in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student’s parent or a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish on a voluntary basis student supplies for student use. The list provided to a student’s parent or guardian must include and be preceded by the following language:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

The School may charge a fee to a student in grade six if all of the following are true:

- (a) the School has students in any of the grades seven through twelve;

- (b) the School follows a secondary model of delivering instruction to the School's grade six students; and
- (c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.

#### Fees for Students in Seventh through Ninth Grade

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is approved as provided in this policy and state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment of fees or purchase of items (i.e., tickets to events, etc.) in order for students to fully participate and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

In project related courses, projects required for course completion will be included in the course fee.

Secondary students may be required to provide their own student supplies, subject to the fee waiver [provisions/requirements](#) of this policy.

#### Fees for Optional Projects

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

#### Fees for Activities Outside of the Regular School Day

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (i.e., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.



~~In the event the School provides supplemental kindergarten, the School may charge a fee related to a student's enrollment in the supplemental kindergarten. A fee for supplemental kindergarten is subject to waiver.~~

### **Fee Schedule**

The Board will approve a Fee Schedule at least once each year on or before April 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may be charged or assessed in connection with an activity, class, or program provided, sponsored, or supported by the School, including for a curricular, co-curricular or extracurricular activity, unless the fee has been set and approved by the Board, is equal to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

### **Maximum Fee Amounts**

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

The amount of revenue raised by a student through an individual fundraiser for an activity, as well as the total per student amount expected to be received through required group fundraising for an activity, will be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.

### **Notice to Parents**

The Director will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year. ~~The procedures for obtaining fee waivers and for appealing a denial of a waiver will also be included with the School's registration materials.~~

The School will also post the following on its website each school year:

- (a) [The School's applicable Fee Schedule and Fee Waiver Policy](#), including maximum fee amounts, [and Fee Waiver Policy on the School's website each school year](#);
- (b) [The School's fee waiver application](#);
- (c) [The School's fee waiver decision and appeals form](#); and
- (d) [The School's fee notice\(s\) for families](#).

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0.5"

### **Donations**

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student. A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but all such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

### **Fee Collection**

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a course grade; or withhold official student records, including written or electronic grade reports, [class schedules](#), diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the

damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

### **Fee Refunds**

Student fees are non-refundable.

### **Budgeting and Spending Revenue Collected Through Fees**

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

Beginning with the 2020-2021 school year, the School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

### **School Fee Collections & Accounting Procedures**

It is the responsibility of the Director to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Director. Students may not collect fees.

Beginning in the 2020-21 school year, the School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

### **Fee Waiver Provisions**

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of fee waivers. Fee waivers or other provisions in lieu of fee waivers will be available to any student whose parent [is unable to](#) cannot pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

### **Fee Waiver Administration**

The Director will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy,

fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 123g (FERPA). The School may not identify a student on fee waiver to students, staff members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

### **Fee Waiver Eligibility**

A student is eligible for a fee waiver if the School receives verification that:

- (a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;
- (b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
- (c) The family receives TANF or SNAP funding. If a student's family receives TANF or SNAP, the School may require [the student's family to provide the School an electronic copy or screenshot of the student's family's eligibility determination or eligibility status a letter of decision](#) covering the period for which the fee waiver is sought from the Utah Department of Workforce Services; or
- (d) The student is in foster care through the Division of Child and Family Services or is in state custody. If a student is in state custody or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.

Formatted: Font: (Default) Arial

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

[The School may retroactively waive fees if eligibility can be determined to exist before the date of the fee waiver application.](#)

Formatted: Font: (Default) Arial

### **Fee Waiver Approval Process**

The Director will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website and in registration materials each year.

The Director will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

Each year, the School will maintain documentation of regarding the number of School students who were given fee waivers, the number of School students who worked in lieu of fee waivers, the number of School students who were denied fee waivers, applications and decisions the total dollar value of student fees waived by the School, and the total dollar amount of all fees charged to students at the School, as this information may be requested that is adequate to report the required information to by the Utah State Board of Education as part of its monitoring of the School's school fees practices.

Formatted: Font: (Default) Arial

### **Appeal Process**

Denial of eligibility for a waiver may be appealed in writing to the Director within ten (10) school days of receiving notice of denial. The School shall contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Director to discuss the parent's concerns. If, after meeting with the Director, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

### **Alternatives to Fees and Fee Waivers**

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Director will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour or service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

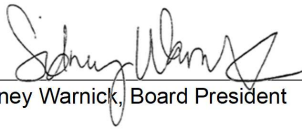
The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

**Annual Review, Approval, and Training**

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

Signature:



February 4, 2021

Sidney Warrick, Board President

Date



## 1. PURPOSE, BELIEFS, AND PHILOSOPHY

### 1.1 Purpose

*The purpose of North Star Academy's (the "School") Student Conduct and Discipline Policy is to help all students develop positive relationships with other students and adults, take responsibility for their actions and learning, and develop the self-discipline necessary to create an environment that is characterized by physical and emotional safety in order to enhance learning for everyone.*

The School will foster a school and community-wide expectation of good citizenship for students and a sense of responsibility in the school community for rules and standards of behavior.

The School will promote and require:

- student responsibility for learning and behavior in all grades;
- student conduct that produces a proper learning environment and respect for the personal, civil, and property rights of all members of the School community;
- parents and guardians of all students to assume proper responsibility for their students' behavior and to cooperate with School authorities in encouraging student self-discipline and discouraging behavior that is disruptive to the School's educational program.

### 1.2 Beliefs and Expectations

The School's beliefs and expectations set a positive and inviting culture for dealing with student behavior issues.

#### Beliefs:

- Punishment alone will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem
- Adults must model the behaviors they expect from the students
- We expect conflicts, but we expect conflicts to be resolved and relationships mended

#### Expectations:

- Students will show respect for other students
- Students will show respect for adults
- Students will show respect for the building
- Adults will show respect for students
- Students will develop self-discipline

### 1.3 Procedural Philosophy

The School recognizes that establishing a procedural philosophy consistent with the desired positive school environment is as important as following legal and due process procedures. The School's policy sets forth appropriate legal and due process procedures and will be followed within the context of the procedural philosophy outlined below:

**Procedures:**

**When students are involved in conflicts with other students, they will:**

- Work together to resolve the conflict
- Work to repair the relationship and build trust
- Be subject to additional consequences if they exhibit unsafe behaviors during the conflict

**When students are involved in a conflict with or feel they have been treated unfairly by a member of the staff or a volunteer, they will:**

- Report their feelings to their parent or to the administrator or counselor, who will work together to set up a conference with the student, the parent, an administrator or counselor, and the adult involved in order to resolve the conflict and mend the relationship

**When students flagrantly disregard the safety of others, show blatant disrespect to others, or consistently behave in a disrespectful or unsafe way:**

- The student will be subjected to consequences and positive behavior support to ensure that the student will make better choices in the future. Consequences might include:
  - In-School Suspension
  - Out of School Suspension
  - Expulsion
  - Restitution
  - Repayment for damages
- The student will work to earn back the trust of the school community by actions such as:
  - Genuine apology to injured or affected parties
  - Demonstration of appropriate behaviors following the incident
  - Repair or replace any damaged items

**Due process to protect the rights of students will include:**

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they may request a hearing with the School's Board of Directors (the "**Board**") in accordance with the School's Grievance Policy.
- Parents will be notified when students are involved in situations that are deemed to be serious.
- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

**2. ENVIRONMENT**

**2.1 Safe School Environment**

It is the School's policy to promote a safe and orderly school environment for all students and employees. Accordingly, the School holds all students, employees, and other adults to the highest standards of behavior in the classroom, on School grounds, in School vehicles, and during School-sponsored activities. Criminal acts or disruptive behavior of any kind will not be tolerated, and any individual who engages in such activity will be subject to disciplinary action, criminal prosecution, or both.



## **2.2 Discrimination Prohibited**

It is the School's policy to provide equal educational and employment opportunity for all individuals. Therefore, the School prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran status. Complaints of discrimination or unfair application of this policy should be submitted pursuant to the School's Grievance Policy.

## **3. DEFINITIONS**

### **3.1 Suspension**

For purposes of this policy, suspension is a temporary removal of a student from School and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the [Principal/Director's](#) discretion, have access to homework, tests, and other schoolwork through a home study program but will not be allowed to attend classes or participate in any School activities during the period of suspension.

### **3.2 Expulsion**

For purposes of this policy, expulsion means the formal process of dismissing a student from School. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student where appropriate and feasible. However, the [Principal/Director](#) retains the authority to exclude the student from all programs or activities for the period of expulsion.

### **3.3 Change of Placement for Students with Disabilities under IDEA and Section 504**

For purpose of the removal of a student with a disability from the student's current educational placement, a "change of placement" occurs if (a) the removal is for more than ten (10) consecutive school days or (b) the student is subjected to a series of removals that constitute a pattern because they total more than ten (10) school days in a school year or because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another. Any "change of placement" requires compliance with the procedures outlined in Section 10 of this policy.

### **3.4 Disruptive Student Behavior**

For purposes of this policy, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 4.1, below.

### **3.5 Parent**

For purposes of this policy, "parent" means (i) a custodial parent of a school-age minor; (ii) a legally appointed guardian of a school-age minor; or (iii) any other person purporting to exercise any authority over the minor which could be exercised by a person described above.

### **3.6 Qualifying Minor**

For purposes of this policy, "qualifying minor" means a school-age minor who: (i) is at least nine years old; or (ii) turns nine years old at any time during the school year.

### 3.7 School Year

For purposes of this policy, "school year" means the period of time designated as the school year by the Board in the calendar adopted each year.

## 4. GROUNDS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT

### 4.1 Suspension

4.1.1 A student may be suspended from School for any of the following reasons:

[a] frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting; gang activity; noncompliance with School dress code; harassment, including sexual, racial, or religious harassment; the use of foul, profane, vulgar or abusive language; or other unreasonable and substantial disruption of a class, activity, or other function of the School;

[b] willful destruction or defacing of School property;

[c] behavior or threatened behavior that poses an immediate and significant threat to the welfare, safety, or morals of other students or School personnel or to the operation of the School;

[d] possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah law;

[e] possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, electronic cigarettes, or tobacco, as defined by Utah Code Ann. § 76-10-101;

[f] possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;

[g] inappropriate use or possession of electronic devices in class or in any other way that substantially disrupts the educational environment;

[h] any criminal activity;

[i] any serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 4.1.2 below, that threatens harm or causes harm to the School or School property, to a person associated with the School, or property associated with any such person, regardless of where it occurs; or

[j] bullying or hazing as defined in Utah Code Ann. § 53G-9-601 and/or the School's Bullying and Hazing Policy.

4.1.2 A student shall be suspended or expelled from School for

[a] any serious violation affecting another student or a staff member, or any serious violation occurring in a School building, in or on School property, or in conjunction with any School-sponsored activity, including:

(i) the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;

(ii) the actual or threatened use of a lookalike weapon with intent to intimidate another person or to disrupt normal School activities; or

(iii) the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3; or

[b] the commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

#### **4.2 Expulsion**

A student may be expelled from School for any violation listed under Section 4.1 of this policy if the violation is serious or persistent.

#### **4.3 Weapons – Mandatory Expulsion for One Year – Utah Code Ann. § 53G-8-205(2)(b); 20 U.S.C. § 7151**

**4.3.1** Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, above, using a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from all School programs and activities for a period of not less than one (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“**CMT**”), which shall be comprised of the [Principal/Director](#), a Board member, and a teacher selected by them, accompanied by a parent or legal guardian; and

[b] The CMT shall determine:

(i) what conditions must be met by the student and the student’s parent for the student to return to School;

(ii) if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53G-8-208, and what conditions must be met by the student in order to ensure the safety of students and faculty at the School; and

(iii) if it would be in the best interest of both the School and the student to modify the expulsion term to less than a year giving highest priority to providing a safe school environment for all students.

[c] For purposes of this policy, the term "firearm", "explosive", and "noxious or flammable material" include but are not limited to: guns, starter pistols, cap guns, bombs, bullets and ammunition, gasoline or other flammable liquids, mace, pepper spray, matches, and lighters.

#### **4.3.2 Students with Disabilities under IDEA and Section 504**

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act (“**IDEA**”) or Section 504 of the Rehabilitation Act is determined to have

carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

#### **4.4 Drugs and Controlled Substances – Mandatory Suspension or Expulsion – Utah Code Ann. § 53G-8-205(2)(a)**

**4.4.1** A student shall be suspended or expelled from the School for any of the following reasons:

[a] use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in a School building, in a School vehicle, on School property, or in conjunction with any School-sponsored activity;

[b] misuse or abuse, distribution, sale or arranging for the sale of prescription medication at School or a School-sponsored activity; or

[c] misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use over-the-counter remedies at School only in amounts not to exceed the recommended daily dose including, but not limited to: aspirin, ibuprofen, Tylenol (acetaminophen), cough drops, allergy medication, cough syrup and mouthwash.

#### **4.4.2 Students with Disabilities under Section 504**

Any student identified as being disabled under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act who currently is engaging in the illegal use of drugs or alcohol shall be suspended or expelled to the same extent as non-disabled students for the possession, use, control, distribution, sale, or arrangement of the sale of illegal drugs, alcohol, or controlled substances on School property or in conjunction with any School-sponsored activity.

#### **4.4.3 Drug Testing**

[a] Any student who is reasonably suspected of violating Section 4.4 may be subject to a drug test for cause, arranged and paid for by the School.

[b] Any student who has been suspended or expelled for a violation of Section 4.4 may be required to provide a clean drug test and evidence of completion of drug assessment and/or drug counseling programs as a condition of readmission to School. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent or guardian.

[c] Students who refuse to submit to required drug testing and counseling programs or to cooperate with School officials with respect to the sharing of appropriate information, may be expelled from the School.

[d] Any student who is suspended or expelled for violation of Section 4.4 may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.

#### **4.4.4 Students with Disabilities under IDEA**

Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

#### **4.5 Gangs**

For purposes of this policy, "gang" means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one its primary activities the commission of criminal acts, which has a unique name or identifiable signs, symbols, or marks, and whose members individually or collectively engage in criminal or violent behavior to persons or property, or who create an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

##### **4.5.1 Gang Activity and Apparel Prohibited**

Students who engage in any form of gang activity on or about School property, or at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following:

[a] Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;

[b] Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, hand shakes, etc.) that demonstrates membership in or a affiliation with a gang;

[c] Soliciting others for membership in a gang;

[d] Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, abusing, or harassing any person;

[e] Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;

[f] Committing any illegal act; or

[g] Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.

##### **4.5.2 Confiscation of Gang Items**

Subject to the search and seizure provisions of this policy, gang paraphernalia, apparel, or weapons may be confiscated by School officials at any time.

##### **4.5.3 Consultation with Law Enforcement Authorities**

School officials shall consult with local law enforcement authorities and gang detectives whenever they have questions regarding gang-related clothing, apparel, or other gang activity.

#### **4.6 Bullying, Cyber-Bullying, Harassment, Hazing, and Abusive Conduct**

Bullying, cyber-bullying, harassment, hazing, and abusive conduct of students and employees are against federal law, state law, and School policy, and are not tolerated by the School. It is the School's intent to respond to school-related incidents by implementing prevention efforts where victims can be identified and assessed, and perpetrators educated, in order to create a safer school that provide a positive learning environment.

School administration has the authority to discipline students and employees for off-campus speech that causes or threatens a substantial disruption on campus, at School activities, or causes or threatens a significant interference with a student's educational performance or involvement in School activities.

Additional information regarding these issues are contained in the School's Bullying and Hazing Policy, which is available on the School's website.

#### **4.7 Possession or Use of Electronic Cigarette Products**

**4.7.1** Students are prohibited from possessing or using electronic cigarette products, as defined by Utah Code Ann. § 76-10-101, on School property.

**4.7.2** The [Principal/Director](#) or their designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 16 of this policy.

**4.7.3** The [Principal/Director](#) will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the [Principal/Director](#) may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

### **5. AUTHORITY TO SUSPEND OR EXPEL**

#### **5.1 Authority to Suspend for Ten (10) School Days or Less for Regular Education Students**

The [Principal/Director](#) has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the [Principal/Director](#) shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources.

#### **5.2 Authority to Suspend and Duration of Suspension for Students with Disabilities**

The [Principal/Director](#) has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a pattern resulting in a change of placement. The School need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly suspended.

#### **5.3 Authority to Suspend for Longer than Ten (10) Days or Expel for Regular Education Students**

Subject to the requirements for due process set forth in Section 9, below, the [Principal/Director](#) may suspend a regular education student for longer than ten (10) days or expel a regular education

student.

Expulsions shall be reviewed by the CMT and the conclusions reported to the Board at least once each year if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

### **5.3.1 Parental Responsibility**

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent or legal guardian is responsible for undertaking an alternative education plan that will ensure that the student's education continues during the period of expulsion. The parent or guardian shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives which will reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent or guardian.

**5.3.2** The parent or guardian and designated School officials may enlist the cooperation of the Division of Child and Family Services, the juvenile court, law enforcement, or other appropriate government agencies in determining how to meet the educational needs of the student.

**5.3.3** The School shall contact the parent or guardian of each student under age 16 who has been expelled from all School programs and services at least once a month to determine the student's progress if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

### **5.4 Authority to Institute Change of Placement for Student with Disabilities**

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504, or ADA, procedures outlined in the State of Utah Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

## **6. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR – Utah Code Ann. § 53G-8-210**

### **6.1 Efforts to Resolve Disruptive Student Behavior Problems**

**6.1.1 Information About Resources.** The School will provide to a parent of a student who engages in disruptive student behavior a list of resources available to assist the parent in resolving the student's disruptive behavior problem.

**6.1.2 Procedures for Resolving Problems.** The [Principal/Director](#) or a teacher or counselor designated by the [Principal/Director](#) will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the student's behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented.

### **6.2 Notice of Disruptive Student Behavior**

**6.2.1 Authorization.** The [Principal/Director](#) is authorized to issue notices of disruptive student

behavior to students who are qualifying minors.

**6.2.2 Criteria for Issuing Notice.** The [Principal/Director](#) may issue a “notice of disruptive student behavior” to a qualifying minor who:

[a] engages in “disruptive student behavior” that does not result in suspension or expulsion three times during the school year; or

[b] engages in disruptive student behavior that results in suspension or expulsion once during the school year.

**6.2.3 Contents of Notice.** The notice of disruptive student behavior will:

[a] require the qualifying minor and a parent of the qualifying minor to whom the notice is issued to (i) meet with School authorities to discuss the qualifying minor's disruptive student behavior; and (ii) cooperate with the [Principal/Director](#) and the Board in correcting the student's disruptive student behavior; and

[b] be mailed by certified mail to, or served in person on, a parent of the qualifying minor.

**6.2.4 Contesting Notice.** A qualifying minor, or a qualifying minor's parent, may contest a notice of disruptive student behavior by requesting in writing, within ten (10) business days after receipt of the notice, a meeting with the CMT at which the parent and the CMT will discuss the facts related to the student's behavior, the basis of the parent's concerns with or objections to the issuance of the notice, and efforts that have been made to address the behavior problems.

### **6.3 Habitual Disruptive Student Behavior Notice**

**6.3.1 Criteria for Issuing Notice.** The [Principal/Director](#) may issue a “habitual disruptive student behavior notice” to a qualifying minor who:

[a] engages in disruptive student behavior that does not result in suspension or expulsion at least six times during the school year;

[b] (i) engages in disruptive student behavior that does not result in suspension or expulsion at least three times during the school year; and (ii) engages in disruptive student behavior that results in suspension or expulsion at least once during the school year; or

[c] engages in disruptive student behavior that results in suspension or expulsion at least twice during the school year.

**6.3.2 Notice to Parents.** Within five (5) days after the day on which a habitual disruptive student behavior notice is issued, the [Principal/Director](#) shall provide documentation to a parent of the qualifying minor who receives the notice of the efforts made by a School representative under Section 7, below.

### **6.4 Responses to School-Based Behavior**

#### **6.4.1 Definitions.**

[a] “Mobile crisis outreach team” means a crisis intervention service for minors or families of minors experiencing behavioral health or psychiatric emergencies.



[b] "Restorative justice program" means a school-based program or a program used or adopted by a school that is designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.

[c] "Youth court" means the same as that term is defined in § ~~78A-6-120380-6-901~~, including that it is a diversion program that provides an alternative disposition for cases involving minors who have committed minor offenses~~juvenile offenders~~ in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

**6.4.2 Alternative School-Related Interventions.** The Board may establish or partner with a certified youth court program or establish or partner with a comparable restorative justice program. The School may refer a student to youth court or a comparable restorative justice program in accordance with § 53G-8-211.

**6.4.3 Referrals of Minors.** A qualifying minor to whom a habitual disruptive student behavior notice is issued under Section 6.3.1 may not be referred to the juvenile court. The School will follow § 53G-8-211 with respect to referring a minor who is alleged to have committed an offense on school property ~~or that is truancy~~. In accordance with § 53G-8-211:

[a] if the alleged offense is a class C misdemeanor, an infraction, or a status offense on School property, ~~or truancy~~, the minor ~~may not be referred to law enforcement or court but~~ may be referred ~~to alternative school-related interventions, including:~~

(i) to an evidence-based alternative intervention, including:

(1) a mobile crisis outreach team, as defined in § 78A-6-105;

(ii) a youth services receiving center operated by the Division of Juvenile Justice Services in accordance with, as defined in § 62A-7-10480-5-102; and

(iii) a youth court or comparable restorative justice program; or

(iv) other an evidence-based alternative interventions created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v); or

(5) a tobacco cessation or education program if the offense is a violation of 76-10-105; or

(ii) for prevention and early intervention youth services, as described in § 80-5-201, by the Division of Juvenile Justice Services if the minor refuses to participate in an evidence-based alternative intervention described above.

[b] Except as provided in Subsection [c] below, if a minor is alleged to have committed an offense on School property that is a class C misdemeanor, an infraction, or a status offense if the alleged offense is a class B misdemeanor or a nonperson class A misdemeanor, the minor may be referred directly to a law enforcement officer or agency or the juvenile court only if by the Principal or the Principal's designee, or the minor may be referred to the alternative interventions described above. However, documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor must be provided prior to referring the minor to the juvenile court.

Formatted: Font: 11 pt

(i) the minor allegedly committed the same offense on School property on two previous occasions; and

Formatted: Font: 11 pt

(ii) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in Subsection [a] above for both of the two previous offenses.

Formatted: Font: 11 pt

[c] If a minor is alleged to have committed a traffic offense that is an infraction, the minor may be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense.

Formatted: Font: 11 pt

[d] If a minor is alleged to have committed an offense on School property that is a class B misdemeanor or a class A misdemeanor, the minor may be referred directly to a court or to the evidence-based alternative interventions in Subsection [a] above.

Formatted: Font: 11 pt

## **7. ALTERNATIVES TO EXPULSION, OR CHANGE OF PLACEMENT FOR FREQUENT OR FLAGRANT DISRUPTIVE BEHAVIOR – Utah Code Ann. § 53G-8-207**

A continuum of intervention strategies shall be available to help students whose behavior in School repeatedly falls short of reasonable expectations. Prior to suspending a student for more than ten (10) days or expelling a student for repeated acts of willful disobedience, defiance of authority, or disruptive behavior which are not so extreme or violent that immediate removal is warranted, good faith efforts shall be made to implement a remedial discipline plan to allow the student to remain in the School.

7.1 Before referring the student for long-term suspension, expulsion or change of placement under this Section, School staff should demonstrate that they have attempted some or all of the following interventions:

- 7.1.1 Talking with the student;
- 7.1.2 Class schedule adjustment;
- 7.1.3 Phone contact with the parent or legal guardian;
- 7.1.4 Informal parent/student conferences;
- 7.1.5 Behavioral contracts;
- 7.1.6 After-school make-up time;
- 7.1.7 Short-term in-school suspension (ISS);
- 7.1.8 Short-term at-home suspensions;
- 7.1.9 Appropriate evaluation;
- 7.1.10 Home study;
- 7.1.11 Alternative programs; or
- 7.1.12 Law enforcement assistance as appropriate.

## 7.2 Parental Attendance with Student – Utah Code Ann. § 53G-8-207(1)-(2).

As part of a remedial discipline plan for a student, the School may require the student's parent or guardian, with the consent of the student's teachers, to attend class with the student for a period of time specified by a designated School official. If the parent or guardian does not agree or fails to attend class with the student, the student shall be suspended in accordance with the provisions of this policy.

## 8. DUE PROCESS FOR SUSPENSIONS OF TEN (10) DAYS OR LESS

The following procedure shall apply to all students facing suspension of ten (10) school days or less:

**8.1** The [Principal/Director](#) shall notify the student's custodial parent or guardian of the following without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent or guardian to meet with the [Principal/Director](#) to review the suspension.

**8.2** The [Principal/Director](#) shall also notify the non-custodial parent, if requested in writing, of the suspension.

**8.2.1** Section 8.2 does not apply to the portion of School records which would disclose any information protected under a court order.

**8.2.2** The custodial parent is responsible to provide the School a certified copy of any court order under [Subsection 8.2.1](#).

**8.3** The [Principal/Director](#) shall document the charges, evidence, and action taken.

**8.4** The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.

**8.5** If the student denies the charges, the student shall be provided with an explanation of the evidence and an opportunity to present his/her version of the incident to the [Principal/Director](#).

**8.6** In general, the notice and informal conference shall precede the student's removal from the School.

**8.7** If, in the judgment of the [Principal/Director](#), notice is not possible because the student poses a danger to a person or property or an ongoing threat of disrupting the academic process, he/she may be removed immediately. However, in such cases, the necessary notice and hearing shall follow as soon as possible.

## 9. DUE PROCESS FOR SUSPENSIONS OF MORE THAN TEN (10) DAYS AND EXPULSIONS

**9.1** If the [Principal/Director](#) believes that a student should be suspended for more than ten (10) days or expelled, the [Principal/Director](#) may make the initial decision and shall meet with the student's parent or guardian to discuss the charges against the student and the proposed discipline within five (5) school days after the suspension or expulsion began. If requested in writing, the [Principal/Director](#) shall also notify the non-custodial parent of the suspension or

expulsion as outlined in Section 8.2 of this policy.

## **9.2 Notice to Student and Parent/Guardian**

During the meeting required in Section 9.1, the [Principal/Director](#) shall provide the student's parent or guardian with written notice that includes all of the following elements (or, if the student's parent or guardian refuses to meet, the [Principal/Director](#) shall send the notice by certified mail, return receipt requested, to the student's parent or legal guardian within ten (10) school days after the suspension or expulsion began):

**9.2.1** a description of the alleged violation(s) or reason(s) giving rise to disciplinary action;

**9.2.2** the penalty being imposed (duration of suspension or expulsion);

**9.2.3** a statement that a due process hearing may be requested by providing the [Principal/Director](#) with written notice within ten (10) school days of the parent or guardian's receipt of the notice;

**9.2.4** a statement that, if a due process hearing is requested, the Board, even though less than a quorum, will conduct the hearing;

**9.2.5** a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a due process hearing is requested in a timely manner and the Board determines otherwise;

**9.2.6** the mailing date of the notice; and

**9.2.7** a statement that, if a hearing is not requested within ten (10) school days after receipt of the notice, the [Principal/Director](#)'s decision to suspend or expel the student will be final, and the parent's right to oppose the decision will be waived.

## **9.3 Hearing Procedures**

If a Due Process Hearing is requested in response to the notice sent pursuant to Section 9.2 of this policy, the following procedures shall apply:

**9.3.1** After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request unless the student's parent or guardian agrees otherwise.

**9.3.2** A written Hearing Notice shall be sent to the parent or guardian informing the parent or guardian that the Due Process Hearing will be conducted before the Board and of the following information:

[a] the date, place, and time of the hearing;

[b] the circumstances, evidence, and issues to be discussed at the hearing;

[c] the right of all parties to cross-examine witnesses subject to the Board chairman's determination that this right should be limited to protect student witnesses from retaliation, ostracism or reprisal; and

[d] the right of all parties to examine all relevant records.

**9.3.3** The Board shall conduct the Due Process Hearing on the record and shall:

[a] ensure that a written record of the Hearing is made, a copy of which shall be provided to all parties upon request, with the cost borne by the School;

[b] consider all relevant evidence presented at the Hearing;

[c] allow the right to cross-examination of witnesses, unless the Board chairman determines that this right should be limited to protect student witnesses from ostracism, retaliation or reprisal;

[d] allow all parties a fair opportunity to present relevant evidence; and

[e] issue a written decision including findings of fact and conclusions.

#### **9.3.4 Hearing Rules**

Formal Rules of Evidence do not apply to the Due Process Hearing, and no discovery is permitted. However, the following rules will apply:

[a] parties may have access to information contained in the School's files to the extent permitted by law;

[b] hearings shall be closed to the press and the public;

[c] documents, testimony, or other evidence submitted by the parties after the hearing will not be considered by the Board; and

[d] the Board may excuse witnesses or parties or suspend or terminate a hearing if persons involved in the hearing are abusive, disorderly, disruptive, or if they refuse to abide by the rules and orders of the Board.

### **10. DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS WITH DISABILITIES**

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504 or ADA, procedures outlined in the Utah State Board of Education Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

#### **10.1 Required Services**

##### **10.1.1 504 and ADA Students**

When a determination is made that the conduct of a 504 or ADA student (but not a student who is disabled under IDEA) is not a manifestation of the student's disability pursuant to Section 10.5, the student shall be subject to the same disciplinary consequences as regular education students, up to and including expulsion from School; however, the School must continue to provide education services in accordance with guidelines established by the Utah State Office of Education.

##### **10.1.2 IDEA**

A school need not provide services during periods of removal to a student with a disability under IDEA who has been removed from his or her current placement for ten (10) school days or less in that school year if services are not provided to a student without disabilities who has been similarly removed.

If a student with a disability under IDEA has been removed from his or her current placement for more than ten (10) school days in the same school year, for the remainder of the removals the School shall provide services to the extent necessary to enable the student to progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. School personnel, in consultation with the student's special education teacher, determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and advance toward achieving the goals set out in the student's IEP.

### **10.2 Change of Placement for Weapons, Drugs, or Serious Bodily Injury**

A student's IEP team may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than forty-five (45) days, if:

**10.2.1** The student carries a weapon to or possesses a weapon at School, on School premises, or to or at a School-sponsored activity; or

**10.2.2** The student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School, on School premises, or at a School-sponsored activity; or

**10.2.3** The student has inflicted serious bodily injury upon another person while at School, on School premises, or at a School-sponsored activity.

### **10.3 Change of Placement Due to Student's Serious Misconduct**

School officials may request an expedited due process hearing in order to change the placement of a student with a disability to an appropriate interim alternative educational setting, recommended by the student's IEP team, for not more than forty-five (45) days. A hearing officer may order such a change, if he/she:

**10.3.1** Determines that School officials have demonstrated by substantial evidence that maintaining the current placement of a student is substantially likely to result in injury to the student or others;

**10.3.2** Considers the appropriateness of the student's current placement;

**10.3.3** Considers whether School officials have made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services; and

**10.3.4** Determines that the interim alternative educational setting being recommended by School officials (1) has been selected so as to enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in that IEP; and (2) includes services and modifications designed to address the behavior at issue so that it does not recur.

### **10.4 Parental Notice**

As soon as a decision is made by School officials to remove a student with a disability from his/her current placement for more than ten (10) school days, the student's parents must be notified of that decision and of all procedural safeguards outlined by law and School policy.

### **10.5 IEP Meetings for Manifestation Determination**

**10.5.1** Immediately, if possible, but in no case later than ten (10) school days after the date on which the decision is made to remove the student from the current placement, a review must be conducted of the relationship between the student's disability and the behavior subject to the disciplinary action.

**10.5.2** The manifestation review must be conducted by the student's IEP team and other qualified School personnel.

**10.5.3** In conducting the manifestation review, the IEP team may determine that the behavior of the student was not a manifestation of student's disability only if the IEP team:

[a] First considers, in terms of behavior subject to disciplinary action, all relevant information, including:

- (i) Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the student;
- (ii) Observations of the student; and
- (iii) The student's IEP and placement; and

[b] Then determines whether:

- (i) The conduct in question was caused by or had a direct and substantial relationship to the child's disability; or
- (ii) The conduct in question was the direct result of the School's failure to implement the student's IEP.

**10.5.4** If the IEP team determines that either of the standards above was met, the behavior must be considered a manifestation of the student's disability.

#### **10.5.5 Determination that Behavior was not Manifestation of Disability**

If the result of the manifestation review is a determination that the behavior of a student with a disability was not a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities, except that a free appropriate public education must still be made available to the student if the student is suspended or expelled from School.

#### **10.5.6 Determination that Behavior was Manifestation of Disability**

If the result of the manifestation review is a determination that the behavior of a student with a disability was a manifestation of the student's disability, the student must remain in or be returned to the prior placement.

## **10.6 IEP Meetings for Functional Behavioral Assessments**

### **10.6.1 Post-Discipline Functional Behavioral Assessments**

If School officials have not conducted a functional behavioral assessment and implemented a behavioral intervention plan for the student before the behavior that results in a removal from School for longer than ten (10) school days or a change of placement to an interim alternative educational setting, School officials shall convene an IEP meeting to develop an assessment plan and appropriate behavioral interventions to address that behavior.

### **10.6.2 Pre-Discipline Behavioral Intervention Plans**

If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

## **10.7 Placement During Appeals and Stay Put**

**10.7.1** If a parent requests a due process hearing to challenge the interim alternative educational setting or the manifestation determination, the student must remain subject to the disciplinary action pending the decision of the hearing officer or until the expiration of the forty-five (45) day period, whichever occurs first, unless the parent and School officials agree otherwise.

**10.7.2** If a student is placed in an interim alternative educational setting and School personnel propose to change the student's placement after expiration of the interim alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the student must remain in the current placement (the student's placement prior to the interim alternative education setting), unless School officials succeed in getting an order through an expedited hearing as described in Section 10.3.

## **11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN**

### **11.1 Elements of Plan**

The [Principal/Director](#) will develop, with input from administration, instruction and support staff, students, parents, and other community members, a Student Conduct and Discipline Plan. The plan shall be comprehensive, clearly written, consistently enforced, and include the following elements:

**11.1.1** written standards for student behavior expectations, including school and classroom management;

**11.1.2** effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social skills;



**11.1.3** systematic methods for reinforcement of expected behaviors;

**11.1.4** uniform and equitable methods for correction of student behavior;

**11.1.5** uniform and equitable methods for at least annual data-based evaluations of efficiency and effectiveness;

**11.1.6** an ongoing staff development program related to development of:

[a] student behavior expectations;

[b] effective instructional practices for teaching and reinforcing behavior expectations;

[c] effective intervention strategies; and

[d] effective strategies for evaluation of the efficiency and effectiveness of interventions;

**11.1.7** procedures for ongoing training of appropriate School personnel in:

[a] crisis intervention training;

[b] emergency safety intervention professional development; and

[c] School policies related to emergency safety interventions consistent with evidence-based practice;

**11.1.8** policies and procedures relating to the use and abuse of alcohol and controlled substances by students;

**11.1.9** policies and procedures, consistent with requirements of Rule R277-613 and the School's Bullying and Hazing Policy, related to:

[a] bullying;

[b] cyber-bullying;

[c] hazing;

[d] retaliation; and

[e] abusive conduct;

**11.1.10** direction for dealing with bullying and disruptive students;

**11.1.11** direction regarding the range of behaviors and the continuum of administrative procedures that may be used by school personnel to address student behavior, including students who engage in disruptive student behaviors as described in § 53G-8-210;

**11.1.12** strategies to provide for necessary adult supervision;

**11.1.13** notice to employees that violation of this rule may result in employee discipline or action;

11.1.14 gang prevention and intervention provisions in accordance with § 53E-3-509(1); and

11.1.15 provisions that account for the School's unique needs or circumstances, including:

[a] the role of law enforcement; and

[b] emergency medical services; and

[c] a provision for publication of notice to parents and school employees of policies by reasonable means;

11.1.16 procedures for responding to reports received through the [School Safety and SafeUT](#) Crisis Line established under § 53B-17-1201 *et seq* E-40-502(3).

## 11.2 Plan Consistent with this Policy

The administrative Student Conduct and Discipline Plan shall be consistent with this policy, including without limitation the provisions in Section 6 regarding notices of disruptive student behavior and the emergency safety intervention policies and procedures set forth in Section 18.

## 12. EXTRACURRICULAR ACTIVITIES

Participation in interscholastic athletics and other extracurricular activities is not a constitutionally protected civil right. Therefore, students who are suspended or expelled may lose the privilege of participation during the period of suspension/expulsion and may not be allowed to invoke due process procedures to challenge the denial of extracurricular participation.

## 13. RE-ADMISSION OF EXPELLED STUDENTS AND DENIAL OF ADMISSION BASED ON PRIOR EXPULSION – Utah Code Ann. §53G-8-205(3)

A student who is expelled from the School can only be re-admitted to the School through the School's standard lottery procedures.

A student may be denied admission to the School if he or she was expelled from the School or any other school during the preceding 12 months.

## 14. INVESTIGATIONS

Whenever the [Principal/Director](#) has reason to believe that School rules or policies have been broken, he or she shall proceed with an investigation. However, if the [Principal/Director](#) believes that laws have been broken or child abuse has occurred, he/she shall request appropriate authorities to conduct the investigation.

### 14.1 General Investigation Guidelines for [Principal/Director](#)

The [Principal/Director](#) has the authority and duty to conduct investigations and to question students pertaining to infractions of school rules, whether or not the alleged conduct is a violation of criminal law. The [Principal/Director](#) shall conduct investigations according to the following general guidelines:

14.1.1 The [Principal/Director](#) shall conduct investigations in a way that does not unduly interfere with School activities.

14.1.2 The [PrincipalDirector](#) shall separate witnesses and offenders in an attempt to keep witnesses from collaborating their statements and have all parties provide separate statements concerning the incident under investigation; written statements are preferable, if possible.

14.1.3 The [PrincipalDirector](#) shall advise students suspected of wrongdoing orally or in writing of the nature of the alleged offense.

14.1.4 Students must be provided an opportunity to give their version of the incident under investigation; however, refusals to respond or provide information should be respected.

14.1.5 When questioning students as part of an investigation, School staff should have another adult present whenever possible.

14.1.6 The [PrincipalDirector](#) shall accommodate students with disabilities and young children unable to write their own statements through use of tape recorders, scribes, etc.

14.1.7 All students involved in the investigation shall be instructed that retaliation is prohibited. Any act of reprisal against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing is strictly prohibited and subject to disciplinary action.

14.1.8 When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must be given proper notice of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.

## 14.2 Coordination with Law Enforcement

The [PrincipalDirector](#) has the responsibility and the authority to determine when the help of law enforcement officers is necessary, as outlined in this policy and Utah State law.

14.2.1 The School administration may invite law enforcement officials to the School to:

[a] conduct an investigation of alleged criminal conduct on the School premises or during a School-sponsored activity;

[b] maintain a safe and orderly educational environment; or

[c] maintain or restore order when the presence of such officers is necessary to prevent injury to persons or property.

### 14.2.2 Investigation of Criminal Conduct

During an investigation for violation of School rules, it may become evident that the incident under investigation may also be a violation of criminal law. If the School official has reason to suspect that a criminal act has been committed and, in the opinion of the [PrincipalDirector](#), law enforcement should be notified, the following procedure should be followed:

[a] The [PrincipalDirector](#) shall request that law enforcement officers conduct an investigation during school hours and question students who are potential witnesses to the alleged criminal behavior.

[a]

Formatted: No bullets or numbering

[b] The School official shall inform the student's parent or legal guardian as soon as possible that the student may have committed a criminal act and that law enforcement authorities will be involved in the investigation.

[c] Unless circumstances dictate otherwise, questioning of the student by School officials shall not begin or continue until the law enforcement officers arrive.

[d] Reasonable attempts shall be made to contact the student's parents or legal guardian who, unless an emergency exists, shall be given the opportunity to meet with the student and to be present with the student during questioning by law enforcement authorities.

[e] The [Principal/Director](#) shall document the contact or attempted contact with the student's parents or legal guardian. If the [Principal/Director](#) cannot contact the student's parent or guardian, or if the parent or guardian is unable to be present with the student for questioning, the [Principal/Director](#) shall be present and document generally what occurs during the interview.

[f] The student shall not be questioned by law enforcement unless or until he/she has received Miranda warnings from the officer.

[g] If the parent or student refuses to consent to questioning by law enforcement authorities, the law enforcement authorities shall determine the course of action to be pursued.

#### **14.2.3 Investigation Initiated by Law Enforcement Authorities**

School officials shall cooperate with law enforcement authorities who are carrying out official duties such as investigating crimes, serving subpoenas, etc.

[a] When law enforcement officers can show a need to do so, they shall be permitted to conduct an investigation on School grounds during School hours.

[b] Such a need will ordinarily be shown if delay in police investigation might result in danger to a person, flight from jurisdiction by a person reasonably suspected of a crime, or destruction of evidence. In such cases:

(i) The officers shall be required to get prior approval of the [Principal/Director](#) or other designated person before beginning an investigation on School premises.

(ii) The [Principal/Director](#) shall document the circumstances warranting the investigation as soon as practical.

(iii) Alleged criminal behavior related to the School environment brought to the [Principal/Director's](#) attention by law enforcement officers shall be dealt with under the provisions of Section 14.1.

(iv) Law enforcement officials (investigating School-related or student-related crimes) may not have access to student education records, aside from directory information, unless they have a subpoena or court order or permission from parent or guardian.

(v) Directory information is limited to a student's name, home address, date of birth, phone number, class schedules and parents' address and phone numbers for use in case of emergency.

#### **14.2.4 Release of Student to Law Enforcement Official**

[a] Students may not be released to law enforcement authorities voluntarily by School officials unless the student has been placed under arrest or unless the parent or legal guardian and the student agree to the release.

[b] When students are removed from School for any reason by law enforcement authorities, every reasonable effort shall be made to contact the student's parent or legal guardian immediately except in cases of child abuse and neglect. Such effort shall be documented.

[c] The [PrincipalDirector](#) shall immediately notify the Board of the removal of a student from School by law enforcement authorities.

[d] Where it is necessary to take a student into custody on School premises, the law enforcement officer shall contact the [PrincipalDirector](#) and relate the circumstances necessitating such action.

[e] Whenever the need arises to make arrests or take students into custody on School premises, the [PrincipalDirector](#) shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.

[f] When possible, the [PrincipalDirector](#) shall have the student summoned to the [PrincipalDirector's](#) office before the student is taken into custody.

[g] When a student has been taken into custody or arrested on School premises without prior notification to the [PrincipalDirector](#), the School staff present shall encourage the law enforcement officers to tell the [PrincipalDirector](#) of the circumstances as quickly as possible. If the officers decline to tell the [PrincipalDirector](#), the School staff members present shall immediately notify the [PrincipalDirector](#).

#### **14.2.5 Quelling Disturbances of School Environment**

Law enforcement officers may be requested to assist in controlling disturbances of the School environment that a [PrincipalDirector](#) has found to be unmanageable by School personnel and that has the potential of causing harm to students and other persons or to property. Such circumstances include situations where a parent or member of the public exhibits undesirable or illegal conduct on or near School grounds or at a School-sponsored activity and who refuse to abide by a [PrincipalDirector's](#) directive to leave the premises.

### **15. INVESTIGATION OF CHILD ABUSE AND NEGLECT**

Utah law requires that whenever any person, including any School employee, has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in such, he/she shall immediately notify the nearest peace officer, law enforcement agency, or office of the Division of Child and Family Services.

**15.1** The School shall distribute annually to all School employees copies of the School's procedures for reporting suspected child abuse or neglect.

**15.2** If there is reason to believe that a child may have been subjected to abuse or neglect, an oral report shall be made immediately by the School employee reporting the abuse/neglect with a written report to follow within twenty-four (24) hours.

**15.2.1** When making the oral report, always have the person you notify identify himself/herself. The notified person's name shall be entered on the written report.

**15.2.2** A copy of the written report shall be put in a child abuse-neglect file to be maintained by the School, for all reported cases of suspected child abuse or neglect.

**15.2.3** The child abuse-neglect reporting form shall not be placed in the student's personal file.

**15.3** It is not the responsibility of the [PrincipalDirector](#) or other School employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection.

**15.3.1** Investigation by staff prior to submitting a report shall not go beyond that necessary to support a reasonable belief that a reportable problem exists.

**15.3.2** To determine whether or not there is reason to believe that abuse or neglect has occurred, professional School employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.

**15.3.3** Interviews with the child or suspected abuser shall not be conducted by the [PrincipalDirector](#) or School employees.

**15.3.4** Notes of voluntary or spontaneous statements by the child shall be made and given to the investigating agency.

**15.3.5** The [PrincipalDirector](#), School employees, Division of Child and Family Services and law enforcement personnel are required to preserve the anonymity of those making the initial report and any others involved in the subsequent investigation.

**15.3.6** Investigations are the responsibility of the Division of Child and Family Services.

[a] The [PrincipalDirector](#) or other School employees shall not contact the parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.

[b] School officials shall cooperate with social service and law enforcement agency employees authorized to investigate reports of alleged child abuse and neglect, assisting as asked as members of interdisciplinary child protection teams in providing protective diagnostic, assessment, treatment, and coordination services.

[b]

**15.3.7** Persons making reports or participating in good faith in an investigation of alleged child abuse or neglect are immune, in accordance with state law, from any civil or criminal liability that otherwise might arise from those actions.

## **16. SEARCHES OF PERSON OR PROPERTY**

Given the School's custodial and tutelary responsibility for children, and the Board's intent to preserve a safe environment for all students and staff, the Board recognizes that School officials must have the authority to conduct reasonable searches of students and student property. School officials engaging in searches of students and property shall abide by the following guidelines:

### **16.1 General Guidelines for Searches of Person or Property**

### 16.1.1 Student Lockers

Students have no right or expectation of privacy in school lockers. While lockers are under the joint control of students and the School, lockers are solely School property and may be searched at any time by School officials with or without cause. Once a locker is opened for search, any search of student belongings contained within the locker must comply with the guidelines for searches of personal belongings in Section 16.2 of this policy.

### 16.1.2 Searches of Students and Student Property

Searches of a student's person, personal property (coats, hats, backpacks, bookbags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a reasonable suspicion that a particular School rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction. Circumstances warranting a search include those in which School officials have a reasonable suspicion that the student or student property is concealing items including but not limited to weapons, drugs, [controlled substances](#), [electronic cigarette products](#), alcohol, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

### 16.2 Searches of Personal Belongings

**16.2.1** Personal belongings may be searched by School officials whenever School officials have a reasonable suspicion to believe a student is concealing evidence of a policy violation or criminal activity and the items being searched are capable of concealing such evidence. The student may be asked to open personal belongings and to turn over personal property for search by a School official. All searches of student property by School officials shall be witnessed by an objective third party (such as another teacher, or police officer) to observe that the search is not excessively intrusive.

**16.2.2** All contraband discovered in a search by School officials shall be immediately confiscated and turned over to law enforcement officers if School officials have reason to believe the contraband is related to the commission of a criminal act.

### 16.3 Searches of Person

**16.3.1** School officials shall make sure the search meets the following guidelines:

[a] The search shall be conducted in a private area of the School by a School official of the same sex as the student being searched;

[b] The search shall be observed by an objective third party of the same sex as the student being searched (i.e., [Principal/Director](#), teacher, police officer);

[c] School officials may ask the student to remove his/her hat, coat, shoes and socks, turn pockets inside out, and roll up sleeves to see if the student is hiding contraband;

[d] Under no circumstances may School officials require students to remove any other items of clothing or touch students in any way during the search.

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding

Formatted: No bullets or numbering

drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

[f] In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to the investigation guidelines in Section 14 of this policy.

#### **16.4 Documentation of Searches**

School officials shall thoroughly document the details of any search conducted of a student's property or person. Documentation shall be made at the time of the search, or as soon as possible thereafter, and shall include the following:

**16.4.1** The time, place and date of the search;

**16.4.2** The reasonable suspicion giving rise to the search (what did School officials suspect to find during the search);

**16.4.3** The name and title of individuals conducting and observing the search;

**16.4.4** A statement about evidence that was found or not found as a result of the search;

**16.4.5** A statement about who took possession of contraband (i.e., police, school, etc.);

**16.4.6** Information regarding the attempts of School officials to notify parents about the search.

#### **17. RECORDS—INTERAGENCY COLLABORATION – 20 U.S.C. § 1232g(h)(i)-(2); Utah Code Ann. § 53G-8-402 to -405**

##### **17.1 Board and [Principal/Director](#) Notification by Juvenile Court and Law Enforcement Agencies.**

**17.1.1** Within three (3) days of being notified by the juvenile court that a juvenile has been adjudicated or of being notified by a law enforcement agency that a juvenile has been taken into custody or detention for a violent felony, defined in Utah Code Ann. § 76-3-203.5, or an offense in violation of Title 76, Chapter 10, Part 5 Weapons, the President of the Board shall notify the [Principal/Director](#).

**17.1.2** Upon receipt of the information, the [Principal/Director](#) shall make a notation in a secure file other than the student's permanent file; and, if the student is still enrolled in the School, the [Principal/Director](#) shall notify staff members who should know of the adjudication, arrest or detention.

**17.1.3** Staff members receiving information about a juvenile's adjudication, arrest or detention may only disclose the information to other persons having both a right and a current need to know.

##### **[17.2 Multidisciplinary Team and Reintegration Plan](#)**

**[17.2.1](#)** In addition to complying with the requirements above, the School shall, within five (5) days after receiving a notification described in Section 17.1.1 about a student, develop a reintegration plan for the student with a multidisciplinary team, the student, and the student's parent or guardian. The multidisciplinary team should include the School, the juvenile court, the Division of Juvenile

Formatted: Font: 11 pt



Justice Services, the School's Resource Officer (if any), and any other relevant party that should be involved in a reintegration plan.

17.2.2 The reintegration plan shall address:

[a] a behavioral intervention for the student;

[b] a short-term mental health or counseling service for the student; and

[c] an academic intervention for the student.

17.2.3 The School may deny admission to the student until the School completes the reintegration plan.

### **17.32 Student Discipline Records/Education Records**

School officials may include appropriate information in the education record of any student concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community.

#### **17.32.1 Disclosure of Discipline Records to Other Educators**

School officials may disclose student discipline information described above to teachers and other School officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

#### **17.32.2 Disclosure of Discipline Records to Other Agencies**

School officials shall not release personally identifiable student discipline records to other government agencies, including law enforcement agencies, unless the agency produces a subpoena or court order (need for standing court order from juvenile court), or unless the student's parent or guardian has authorized disclosure.

## **18. EMERGENCY SAFETY INTERVENTIONS**

A School employee may not subject a student to physical restraint or seclusionary time out unless utilized as a necessary emergency safety intervention ("ESI") in compliance with this Section.

### **18.1 Definitions**

**18.1.1** An "ESI" is the use of seclusionary time out or physical restraint when a student presents an immediate/imminent danger of physical violence/aggression towards self or others likely to cause serious physical harm. An ESI is not for disciplinary purposes.

**18.1.2** "Physical restraint" means a personal restriction that immobilizes or significantly reduces the ability of a student to move his or her arms, legs, body, or head freely.

**18.1.3** "Physical escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.

**18.1.4** "Seclusionary time out" means that a student is placed in a safe enclosed area, isolated from adults and peers, and the student is, or reasonably believes, he or she will be prevented from

leaving the area. The safe enclosed area must meet the fire and public safety requirements described in R392-200 and R710-4.

## **18.2 General Procedures**

**18.2.1** Teachers and other personnel who may work directly with students shall be trained on the use of effective alternatives to ESI as well as the safe use of ESI and a release criteria.

**18.2.2** An ESI shall:

- [a] be applied for the minimum time necessary to ensure safety;
- [b] implement an appropriate release criteria;
- [c] be discontinued as soon as imminent danger of physical harm to self or others has dissipated;
- [d] be discontinued if the student is in severe distress;
- [e] never be used as punishment or discipline;
- [f] be applied consistent with the School's administrative Student Conduct and Discipline Plan; and
- [g] in no instance be imposed for more than 30 minutes.

## **18.3 Students with Disabilities Receiving Special Education Services**

**18.3.1** Use of ESI for a student with a disability receiving specialized educational services under IDEA or Section 504 shall be subject to all applicable state and federal laws, including Least Restrictive Behavioral Interventions (LRBI) policies and procedures for special education/504 programs.

**18.3.2** Additionally, ESIs written into a student's IEP as a planned intervention are prohibited unless school personnel, the family, and the IEP team agree less restrictive means which meet the circumstances described in R277-608-5 have been attempted; a Functional Behavioral Assessment has been conducted; and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

## **18.4 Physical Restraint**

**18.4.1** A School employee may, in accordance with Section 18.2.2 and when acting within the scope of employment, use and apply physical restraint as an ESI in self defense or as may be reasonable and necessary under the following circumstances:

- [a] to protect the student or another person from physical injury;
- [b] to remove from a situation a student who is violent;
- [c] to take possession of a weapon or other dangerous object in the possession or under the control of a student; or
- [d] to protect property from being damaged, when physical safety is at risk.

**18.4.2** When an employee exercises physical restraint as an ESI on a student, the following types of physical restraint are prohibited:

[a] prone, or face-down;

[b] supine, or face-up;

[c] physical restraint which obstructs the airway or adversely affects the student's primary mode of communication;

[d] mechanical restraint, except for seatbelts or safety equipment used to secure students during transportation, other appropriate protective or stabilizing restraints, and devices used by a law enforcement officer in carrying out law enforcement duties; or

[e] chemical restraint, except as prescribed by a licensed physician and implemented in compliance with a student's Health Care Plan.

**18.4.3** Nothing in this Section prohibits a School employee from using less intrusive means, including a physical escort, to address circumstances described in Section 18.4.1.

### **18.5 Seclusionary Time Out**

A School employee may, in accordance with Section 18.2.2 and when acting within the scope of employment, place a student in seclusionary time out as an ESI under the following circumstances:

**18.5.1** the student presents an immediate danger of serious physical harm to self or others;

**18.5.2** any door remains unlocked; and

**18.5.3** the student is within line sight of the employee at all times.

### **18.6 Notification**

**18.6.1** If an ESI is used, the School or employee shall immediately notify the student's parent/guardian and School administration.

**18.6.2** In addition to providing the notice described in Section 18.6.1, if the ESI is applied for longer than fifteen minutes, the School shall immediately notify the student's parent/guardian and School administration.

**18.6.3** Parent notifications made under this Section shall be documented in the student information system as required by R277-609-10(3)(d)).

**18.6.4** Within 24 hours of using ESI, the School shall notify the parent/guardian that they may request a copy of any notes or additional documentation taken during the crisis situation.

**18.6.5** Upon request of a parent/guardian, the School shall provide a copy of any notes or additional documentation taken during a crisis situation.

**18.6.6** A parent/guardian may request a time to meet with School staff and administration to discuss the crisis situation.

**18.7 Emergency Safety Intervention (ESI) Committee**

**18.7.1** The School shall establish an ESI committee that includes:

[a] at least two administrators (if there are at least two administrators employed by the School);

[b] at least one parent of a student enrolled in the School, appointed by the School's [Principal/Director](#); and

[c] at least two certified educational professionals with behavior training and knowledge in both state rules and the School's conduct and discipline policies.

**18.7.2** The ESI committee shall:

[a] meet often enough to monitor the use of ESI within the School;

[b] determine and recommend professional development needs;

[c] develop policies for dispute resolution processes to address concerns regarding disciplinary actions; and

[d] create and communicate methods for evaluation of the efficiency and effectiveness of the Schools' rules and standards.

**18.7.3** The School shall collect, maintain, and periodically review the documentation or records regarding the use of ESI in the School.

**18.7.4** The School shall annually provide documentation of any School use of ESI to the State Superintendent of Schools.

**18.7.5** The School shall submit all required UTREx discipline incident data elements to the State Superintendent of Schools no later than June 30, 2018. Beginning in the 2018-19 school year, the School shall submit all required UTREx discipline incident data elements as part of the LEA's daily UTREx submission.

## **18.8 Corporal Punishment**

School employees may not inflict or cause the infliction of corporal punishment upon a student. School personnel who inflict corporal punishment on a student will be subject to discipline up to and including termination.

## **19. TRAINING**

**19.1** All new employees shall receive information about this policy and the administrative Student Conduct and Discipline Plan at new employee orientation. All other employees shall be provided information on a regular basis regarding this policy, the Student Conduct and Discipline Plan, and the School's commitment to a safe and orderly school environment.

**19.2** Employees who have specific responsibilities for investigating, addressing, and resolving issues addressed in the policy shall receive annual training on this policy and related legal developments.

**19.3** The [Principal/Director](#) shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

## **20. POLICY AND PLAN DISSEMINATION AND REVIEW**

**20.1** The School shall submit to the Board an annual report of all out-of-school suspensions of more than ten (10) days and expulsions. For each suspension or expulsion, the report shall indicate the student's race, gender, disability status, and age/grade, as well as the reason for the discipline, the length of the discipline, and a statement as to whether the student was referred to the Board.

**20.2** A summary of this policy and the Student Conduct and Discipline Plan shall be posted in the School, and the policy and plan will be posted on the School's website. The policy or a summary of the policy and the plan or summary of the plan shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.

**20.3** This policy and the plan shall be reviewed as necessary with appropriate revisions recommended to the Board.

## REFERENCES

Gun Free Schools Act (20 U.S.C. § 7151)

Requires schools that receive federal financial assistance to have a policy requiring the expulsion from school for a period of not less than one year of any student who brings a weapon firearm, explosive or flammable material to school.

Individuals with Disabilities Education Act (20 U.S.C. § 1415(K); 34 C.F.R. § 300.520-529)

A student with a disability who carries a weapon to school or to a school function, or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function may be placed by school officials in an interim alternative educational setting, in accordance with State law, for not more than 45 days. A hearing officer may order a change in placement for a student with a disability to an appropriate interim alternative educational setting for not more than 45 days if the hearing officer determines that there is substantial evidence that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

Family Educational and Privacy Rights Act (20 U.S.C. § 1232g (h)(1)-(2), 34 C.F.R. § 99.36)

Allows schools to include appropriate information in the education record of any student concerning disciplinary action taken against such student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. Also allows schools to disclose such information to teachers and school officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §§ 1400-1485)

Assures all children with eligible disabilities a free appropriate public education and related services designed to meet their unique needs.

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)

Prohibits discrimination on the basis of disability.

Rehabilitation Act of 1973 (29 U.S.C. § 705 (2)(C)(iv))

Stipulates that schools may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student who is an individual with a disability and who currently is

engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against students who are not disabled.

Americans with Disabilities Act (ADA), Title II (42 U.S.C. § 12132)

Prohibits public entities from discriminating on the basis of disability.

U. S. Department of Education, Office of Special Education Programs (OSEP) Memorandum (April 26, 1995). Questions and answers on disciplining students with disabilities.

U. S. Department of Education, Office for Civil Rights (OCR) Memorandum (January 28, 1991) ADA Amendments to Section 504 - Discipline of Students Using Drugs or Alcohol.

Utah Code Ann. § 53E-6-701 - Mandatory reporting of physical or sexual abuse of students

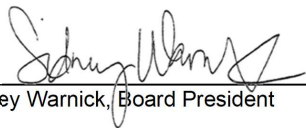
Utah Code Ann. § 53G-8-302 - Use of reasonable and necessary physical restraint or force.

Utah Code Ann. §§ 53G-8-202 to 53G-8-208 - School Discipline and Conduct Plans

Utah Code Ann. §§ 53G-8-402 to 53G-8-405 - Notification of juvenile court and law enforcement agencies

Utah Code Ann. § [62A-4a-41080-2-610](#) - Immunity from liability

Signature:



August 6, 2020

Sidney Warnick, Board President

Date

# Train-the-Trainer Series

The Core Knowledge Foundation is pleased to announce our **Train-the-Trainer** series. This offering prepares district/school personnel to effectively deliver Core Knowledge workshop materials at their sites. Workshops include:

- "What is the Core Knowledge Approach" [grades K–8]
- "Getting Started with Core Knowledge History and Geography (CKHG)" [grades K–6]
- "Getting Started with Core Knowledge Science (CKSci)" [grades K–5]



\$3,000 for registration, breakfasts, & lunch  
\$670 (flights high so we will watch for this to lower,

Salt Lake City ↔ Charlottesville



Round trip · Economy · 1 passenger

[Share](#)

**\$665**

Lowest total price

## Selected flights

	<b>Tue, Mar 5 · 12:40 PM – 9:27 PM</b> United · Operated by Skywest DBA United Express	6 hr 47 min SLC–CHO	1 stop 1 hr 46 min ORD	240 kg CO <sub>2</sub> -11% emissions	▼
	<b>Fri, Mar 8 · 10:44 AM – 3:23 PM</b> United · Operated by Skywest DBA United Express...	6 hr 39 min CHO–SLC	1 stop 58 min ORD	265 kg CO <sub>2</sub> Avg emissions	▼

## Booking options

## Training Information

The Train-the-Trainer series follows a 2-part hybrid model that requires participation in online modules and a 3-day face-to-face institute. Throughout this offering, participants will engage in deep learning around the key tenets of each workshop, have an opportunity to practice teaching specific sections, and walk away with a set of training materials (e.g., Instructor Guides and PowerPoints) that they can use/adapt at their site.



Requesting approve up to \$6,000

## **2023-2024 School Improvement Goal**

### **NSA Bears stand up, stand strong, stand together**

**Be safe**  
**Encourage Others**  
**Act Responsibly**  
**Respect All**  
**Strive for Excellence**

Implementation Ideas from Admin team

- **Director kick of SIG with a story, such as Noticing by Kobi Yamada or a song, such as You've Got Stand for Something, by Aaron Tippin leading class discussions.**
- **Daily announcements**
  - **Motivational sayings**
  - **Exemplar stories**
- **Assembly - Kick off to start year right**
  - **Hambleton**
  - **Derek Parra**
  - **Big / Recently Small Budha**
- **Counselor kicks off first three lessons of the year defining the difference between**
  - **Stand Up:** Self advocacy, You uniquely made, Use your strengths to
  - **Stand Strong:** You can do hard things, Be brave, Perseverance, Can be done
    - respectfully and even humbly; It is how you do it
  - **Stand Together:** Unity; agree to disagree, equity amongst all, celebrate diversity, make
    - a difference
- **Class/grade level**
- **K-6 Mission statements** developed in each grade level to support Leader in ME incorporating the SIG.
  -
- **MS advisory develops a mission statement via SBO for all grades;** taking into account feedback from all of ms.
  - Advisory contest putting the ms mission statement to a rap, jingle, or song.. Winning one played over social media & am announcements
- Student interactive coloring board and faculty interactive coloring board corresponding with SIG
- Bear for each class with a t-shirt for the student that week displaying **NSA Bears stand up, stand strong, stand together** - Depending on class age level incorporated into the day.
- Poster in each classroom - NSA created.

- Poster contest for students printed for foyer

Training Schedule

Assessment - AP & Summer Academy

August 2023 Back to School Training Schedule		Friday, August 4 New teachers Only: Krystal, Brittany, Jodi, Hannah, Jill, & Paige (& mentors for lunch)												
		Monday, August 7 New teachers Only: Krystal, Brittany, Jodi, Hannah, Jill & Paige												
		Teachers: Tuesday, August 8 begin back full time on site :)					All Staff: Wednesday, August 9, 2023 plan 8-3pm for training & first day prep							
Friday August 4	Monday August 7	Tuesday August 8	Wednesday August 9	Thursday August 10	Friday August 11	Monday August 14								
New teachers Only: Paige, Jodi, Jill, Hannah, Krystal & Brittany	8:15 - 9:45 a.m Orientation: Welcome, 5 fast facts to get to know you, Handbook Scavenger Hunt, and Tana & Diana 9:30 a.m. Website Bio & class website Grading Philosophy, Disclosures & Handbook kahoot for prize.	8:15 - 10:15 am Breakfast from the Board of Trustees & Welcome back to the Flock: Introductions, policy amendments, committee selection, FYSISIG with Tana & Beal	8-9 a.m. Welcome back NSA!!! Breakfast from the PTO, 9:30 - 8:45 am Meet the PTO exec-board, Dates/Events to Note, Room Parent info. & Inspirations theme. Welcome Back Faculty and Staff with new employee introductions.	8:00 - 9:15 a.m Using Differentiation to meet the needs of all learners with Dustin and Aaron exploring the depths of deeper learning" differentiation of process, Creativity Extravaganza & Other Top teaching ideas from COFRATUTE & Utah Gifted Conference with Wendy F.	All teachers (K-2 Library, Grades 3-9 in own classroom)	8-10 am K-2 teachers, Jamie & Shana in library box cars and One Eyed Jacks: Hands on learning if math concepts to engage and increase competency in primary grade foundational skills	All teachers 8 - 9:30 a.m. (Home or own classrooms)							Enrichment for All Students: From Foundational Methods to Practical Strategies. Logon to your dashboard through Renaissance Learning and begin course here (Complete Introduction and Module 1 - Module 2 and 3 will be completed later in the year.
New teachers Only: Same as above	10 - 10:45 a.m. Dress code, office procedures, emergency drills, PTO, & copy code ID's with Connie and Jenny	10:30 - 11:50 Artificial Intelligence (AI): What is it? How will it help students? How do we incorporate it into my classroom? Differentiation, Talent Portfolios, Curriculum Compacting, and Clusters with Leslie Ginn and how to leverage learning centers and small group work to differentiate learning with Tana	All Teaching Assistants with recess duty (Library)	9-10:30 am Teaching Assistant practices to best support grade level success. Recess monitoring and office practices and behavior module #1.	All teachers	10:15 - 12:15 Jamie and Shana in library Box cars and One Eyed Jacks: Hands on learning if math concepts to engage and increase competency in grade 3 - 5 standards.								
New teachers Only: Same as above (Library)	10:45 - 11:30 AUP, logging in, NSA Great signatures, Aspire logh, Canvas, iPad, tripod, and Apple macbook & printer permissions with Troy	11 - 12 Time in classroom	11-50 Annual Health related training including Secure training & concussion, equi net anaphylaxis training video with nurse from our school nurse Lauri Lund	All teachers (K-5 ELEM. Rm. 115 & Grades 6-9: Rm. 117)	10-11:15 Annual Health related training including Secure training & concussion, equi net anaphylaxis training video with nurse from our school nurse Lauri Lund	10:15 - 12:15 Jamie and Shana in library Box cars and One Eyed Jacks: Hands on learning if math concepts to engage and increase competency in grade 3 - 5 standards.	All teachers (K-2 in own classroom, 3-5 in Library, 6-9 in own classrooms)	10-12:15 am K-2 teachers, work in their classrooms	11 - 12 Grades in their classrooms					
New teachers Only: Same as above (Library)	11:30-noon Go Guardian & Digital Safety with Troy	12 - 1 Lunch on us - Costa Vida	12:30 - 2 Building confidence in utilizing my interactive white board from neuline: How do I do everything I did with my document camera with this? How do I use it as a whiteboard that saves everything and what are basic features to enhance my whiteboard? Using neuline universal to best support me further with Troy, Lushawn, Felicia, & Emily	11-12:45 ALL STAFF who did not complete on their online training over summer: In Classroom with personal laptop or (MS computer lab); Then lunch on your own.	All teachers (Own classrooms)	11:20 a.m. - 12:45 Time in your class to work on implementing the writing and differentiation skills and leveraging your interactive smartboard to do so! And Lunch on your own!	12:15 - 1 Lunch Time - Enjoy pizza and salad in lounge							
New teachers Only: Same as above (Your classroom or staff lounge)	Noon - 1 Lunch with mentor: Get To Know you and setting up your Aspire (Jill - webpage not Aspire) and other topics such as creating a reading chart in Aspire, looking for special signers such as IEP, 504, health plans, and special judgements in Aspire with your mentor	1 - 2 OKLA and Guided Reading (running records and assessing with F&P)	All Teachers have time in their classrooms to begin setting in if summer online training has been completed. (Own Classroom)	New Staff Members: Danielle, Noel, Brittany, Lindsey, Todd, Mariah, Krystal, : Please stay by lounge to complete background check blue 12 - 3, Grades K-6: 12 - 3 Time in classrooms to prep for upcoming year and prepare webpage, disclosures, and curriculum maps Watch for speed train to call for specific info for students with IEP's with SP or other special programs.	All Staff (Own classroom, new staff stop by staff lounge)	12:45 - 2:45 MS Teachers-Sped. & Nurse will come around to meet re IEP's & Health Plans and schedule mtgs for students with special needs so watch for invites and work in classroom planning & preparing for upcoming year and prepare webpage, disclosures, and curriculum maps.	1:00 - 3:00 pm Grades 9-9 & Krystal in library Box cars and One Eyed Jacks: Hands on learning of math concepts to engage and increase competency in grade abstract math standards.	1:00 - 3:00 Grades 3-5 Jamie and Shana: work in their classrooms	1:00 - 3:00 Grades 6-9 & Krystal in library Box cars and One Eyed Jacks: Hands on learning of math concepts to engage and increase competency in grade abstract math standards.					
New teachers Only: Paige, Jodi, Jill, Hannah, Krystal & Brittany	Brittany, 12:30 p.m.-3:00 p.m. Online KEEP training MIDAS Course # 62001. Other new teachers conf in classroom or setting up Aspire ect above.	2-4 p.m. Complete online annual training sent in email in if you haven't already. Also available here: if it has been completed, continue working in your classroom & practicing with your interactive smartboard.	2:30 - 3:30 Title in clarification, practices, and understanding relational aggression with Tana, Mara, and Lisa; Grades K-4 Work in classrooms with teaching assistants	1 - 2:15 p.m. Grades 7-9 MS Mig. Code of conduct, absent procedures.	All Teachers (Elem teachers room 107, MS teachers in own classrooms)	12:45 - 2:00 pm Elem. Mig. to plan for upcoming year.	1:00 - 3:00 K-2 teachers, work in their classrooms	1:00 - 3:00 Grades 3-5 Jamie and Shana: work in their classrooms	1:00 - 3:00 Grades 6-9 & Krystal in library Box cars and One Eyed Jacks: Hands on learning of math concepts to engage and increase competency in grade abstract math standards.					
All new staff	Welcome to work in classroom or leave early if online training sent in July is complete.	2-4 Time in the classroom (two platforms with online training to be done, assets of SOT/track Implementation - Using the Computer Science Framework, You can use for credit, curriculum integration - Elem lab Para will use this to support these standards, also we purchase Book Creator and it has online training Jill can support you with as well. https://app.bookcreator.com/sign-in	Mentor & Mentee Meet re: Q&A, All others (Own Classrooms)	2:30 - 3:30 Title in clarification, practices, and understanding relational aggression with Tana, Mara, and Lisa; Grades K-4 Work in classrooms with teaching assistants	All Teachers (Own classrooms)	2-2:50 All teachers working in their classrooms	3:10 - 4 pm Annual Child Find Training with Krystal, Jamie, & Echo							

## 2023- 2024 Testing Schedule

### **Acadience Reading Benchmarks: (K-6)**

Beginning of Year: August 15, 2023 – September 30, 2024  
(In Aspire and results emailed by 9/30)

Middle of Year: January 2, 2024 – January 31, 2024  
(In Aspire and results emailed by 1/31)

End of Year: April 15, 2024 – May 24, 2024  
(In Aspire and results emailed by 5/24)

### **Acadience Reading Progress Monitoring: (K-3)**

**Red (Weekly):** 10/6, 10/13, 11/3, 11/10, 11/17, 12/1, 12/8, 12/15, 1/5, 1/12, 1/19, 1/26, 2/2, 2/9, 2/16, 3/1, 3/7, 3/15, 3/22, 4/12, 4/19, 4/26, 5/3, 5/10, 5/17, 5/24

**Yellow (Every 2 weeks):** 10/6, 11/3, 11/17, 12/1, 12/15, 1/5, 1/19, 2/2, 2/16, 3/1, 3/15, 4/12, 4/26, 5/10, 5/24

**Green (Monthly):** 10/13, 11/10, 12/8, 1/12, 2/9, 3/7, 4/19, 5/17

**Blue (Monthly):** 10/13, 11/10, 12/8, 1/12, 2/9, 3/7, 4/19, 5/17

### **Acadience Math Benchmark: (K-3)**

Beginning of Year: August 15, 2023 – September 30, 2024  
(In Aspire and results emailed by 9/30)

Middle of Year: January 2, 2024 – January 31, 2024  
(In Aspire and results emailed by 1/31)

End of Year: April 15, 2024 – May 24, 2024  
(In Aspire and results emailed by 5/24)

### **KEEP Diagnostic (K)**

Beginning of Year: August 17, 2023 – September 7, 2024  
(3 weeks before/after K starts)

End of Year: May 3, 2024 – May 31, 2024  
(Last 4 weeks of K)

### **Guided Reading Levels: (K-9)**

**Verified through Fountas and Pinnell or running record**

**Running records can ONLY be used MOY**

Beginning of Year: August 15, 2023 – September 20, 2023  
(Emailed by 9/20)  
(Shared in Grades K-9 PT Conferences)

Middle of Year: January 2, 2024 – February 21, 2024  
(Emailed by 2/21)  
(Shared in Grades K-9 PT Conferences)

End of Year: April 15, 2024 – May 24, 2024  
(Emailed by 5/24)

**Must use formal Fountas and Pinnell**

**Saxon BOY and EOY:**

BOY: September 15, 2023 (Email scores to Diana by 9/15)  
EOY: May 31, 2024 (Email scores to Diana by 5/31)

**Quarterly Saxon Benchmarks:**

K-2: Test score given after Lesson 20, 60, 100  
3-5: Benchmark Test score given after Lesson 20, 60, 100  
6-9: Benchmark Test score given after Lesson 30, 60, 90

**Civics: (8<sup>th</sup> grade):**

March 1, 2024 – March 22, 2024  
Email results to Diana by 3/22 / file test in each student cumulative file in office

**RISE (3-8): Refer to EOY Testing Schedule**

Mid-year Window:  
Benchmarks: August 1 - December 22; January 2 - June 7  
Interim: August 1 - December 22; January 2 - March 1  
Summative: November 1 - December 22

Spring Window:  
Benchmarks: January 2 - June 7  
Interim: Not available  
Summative: March 12 - June 7  
April 29 - May 24

**UT Aspire Plus (9): Refer to EOY Testing Schedule**

Window is March 4, 2024 - May 10, 2024  
April 22 - May 3 (Makeups May 6 - May 10)

UT Core Standard Benchmarks (9th grade) - now in UTIPS  
Window is August 1, 2023 - June 30, 2024

**AP Human Geography (9)**

Tuesday, May 7, 2024 at 8:00 am (Begin seating at 7:45)  
Makeup: Thursday, May 23, 2024 at 8:00 am (Begin seating at 7:45)

**5th Grade Keyboarding Assessment**

Friday, April 26, 2024

**WIDA**

Window is January 8, 2024 - March 8, 2024  
February 5, 2024 - February 23, 2024

## Assessment Data for August 2023 Board Meeting

AP Exam Scores						
	Students Taking Exam		Mean Score		% Scores 3 or Higher	
	NSA	UT	NSA	UT	NSA	UT
<b>2019</b>	22	5,013	2.27	2.73	50%	56.20%
<b>2020</b>	16	5,237	3.13	2.92	87.50%	65.70%
<b>2021</b>	19	4,944	3.21	2.91	78.90%	60.60%
<b>2022</b>	17	5,133	2.88	2.89	58.80%	60.70%
<b>2023</b>	9	5,409	3.22	2.91	77.80%	60.20%

### RISE Scores

#### ELA

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>3rd</b>	67%	71%	67%	55%	49%	65%	COVID	52%	54%	60%
<b>4th</b>	65%	58%	57%	65%	59%	43%	COVID	65%	59%	74%
<b>5th</b>	52%	83%	52%	71%	73%	71%	COVID	61%	72%	81%
<b>6th</b>	76%	55%	76%	63%	83%	83%	COVID	62%	77%	76%
<b>7th</b>	68%	69%	50%	67%	50%	80%	COVID	54%	45%	49%
<b>8th</b>	63%	67%	68%	42%	54%	50%	COVID	53%	53%	41%
<b>9th</b>	70%	70%	65%	68%	60%	---	COVID	---	---	---

#### Math

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>3rd</b>	71%	69%	76%	59%	63%	44%	COVID	52%	70%	59%
<b>4th</b>	71%	80%	69%	75%	73%	54%	COVID	65%	52%	70%
<b>5th</b>	62%	68%	63%	80%	73%	75%	COVID	55%	68%	57%
<b>6th</b>	55%	57%	68%	60%	80%	72%	COVID	54%	60%	55%
<b>7th</b>	35%	59%	58%	71%	67%	84%	COVID	43%	18%	35%
<b>8th</b>	64%	75%	69%	60%	72%	69%	COVID	66%	45%	57%
<b>Sec I</b>						88%	COVID	79%	86%	54%

#### Science

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019-2020	2020-2021	2021-2022	2022-2023
<b>4th</b>	61%	60%	61%	61%	62%	58%	COVID	67%	70%	81%
<b>5th</b>	58%	85%	69%	84%	80%	69%	COVID	64%	78%	78%
<b>6th</b>	65%	66%	82%	63%	85%	80%	COVID	67%	74%	82%
<b>7th</b>	36%	51%	54%	51%	44%	81%	COVID	53%	35%	60%
<b>8th</b>	61%	55%	56%	39%	58%	55%	COVID	51%	53%	38%

### UT Aspire Plus Scores

	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023
<b>English</b>	77%	COVID	63%	69%	57%
<b>Reading</b>	72%	COVID	58%	76%	60%
<b>Math</b>	73%	COVID	61%	62%	49%
<b>Science</b>	54%	COVID	64%	57%	64%

## Summer Academy 2023

Math	39
Language Arts Reading, Phonics, Writing	44
	83

## 2022

Total Students Served	Math	46
	Reading/Writing	44
	Prek/K	{5}
		90

## 2021

Total Students Served	Math	24
	Reading/Writing	39
	Prek/K	7
		70

Instructor	Pretest Average	Posttest Average	# of students	Increase (+ or -)	Area of Focus the group concentrated on
	49%	97%	5	All students increased in teen # knowledge *ended with 3 students* Up 48%	<b>Kindergarten Math Skills:</b> *Composing and Decomposing teen numbers. (Teen #s represented as Ten Frames, Number Bonds, Place Value Cubes, # Lines, #s before and after) * Number Formation/Reversals ***Test and rubric based on KEEP Exit testing skills.
Kindergarten LA	65%	89%	7	All but 1 student improved fluency and automaticity in reading short vowel CVC words. *ended with 5 students* Up 24%	<b>Kindergarten EOY Phonics and Reading:</b> *Short Vowel Phoneme Grapheme Correspondence. Short Vowel PA Review *CVC word blending/reading to improve automaticity and fluency. ***Test and rubric based on BOY 1st grade measures.
1st and 2nd Phonics and Reading	Phonics and spelling rules and patterns 52%. Reading comp. 33%	Phonics and spelling rules and patterns 66%. Reading comprehension 67%	5	Phonics and spelling rules and patterns up 14%. Reading Comp up 34%	<b>1st and 2nd Phonics and Reading</b> *word work, word rules and spelling patterns *Reading for meaning/comprehension
2nd and 3rd gr. Phonics and Reading	Phonics and spelling rules and patterns 54%. Reading comprehension 40%	Phonics and spelling rules and patterns 73%. Reading comprehension 71%	6	Phonics and spelling rules and patterns up 19%. Reading Comprehension up 31%	<b>2nd and 3rd Phonics and Reading</b> *word work, word rules and spelling patterns *Reading for meaning/comprehension
Individualized Reading and phonics	48%	67%	1	His individual score for spelling went up 19%.	We focused on sounds, letter groups, spelling and reading. His level we started on for reading was D. The level he finished on was high F and G. G got harder as we went on to the next books.
Math 2	39%	61%	5	Our test scores went up 22%	Focus was additions/subtraction math facts. Story Problems, and number sentences. Focused on what time is it and how to write it. Money, what coins are there and how much is it worth. Adding money together.
Math 3/4	36%	57%	7	up 21%	Times Tables, Sequence Patterns, Decimals, Counting Money, Multiplication Story Problems
Language Arts Small Group intensive Writing	52%	60%	4	up 8%	Building a strong sentence, finding and using adjectives correctly
Math 4/5	55%	73%	7	18% increase	Two-step word problems, sales tax, fractions - adding, subtracting, multiplying, reducing, finding common denominators, changing improper fractions to mixed numbers
Language Arts 3/4 Writing	35%	69%	8	34% increase	Writing complete paragraphs, summary, main idea
Math Course 1 Course 2 (Elementary)	58%	78%	7	20% increase	Solving ratios and proportions, surface area, perimeter, area, and volume of 3D figures, percent of tax, percent of a number, percent of a discount, multiplying and dividing with decimals
Language Arts 5th/6th Writing	55%	78%	8	23% increase	reading informational high interest texts, identifying main idea, supporting details, writing an objective summary, and scoring yourself on a rubric
Middle School 7th/8th Writing	40%	67%	5	26%	Sentence structure (nouns, pronouns, verbs, adverbs, adjective), combining words to increase meaning
Middle School 7th/8th Math	23%	55%	8	32%	Scientific notation, order of operations, simplifying expressions, word problems



**North Star Academy  
Board Balance Sheet  
As of 6/30/2023**

	Period Ending 06/30/2023	Period Ending 06/30/2022
	Actual	Actual
<b>Assets &amp; Other Debits</b>		
Current Assets		
Operating Cash	3,405,109	2,849,133
Accounts Receivables	82,670	149,004
Other Current Assets	0	14,653
Total Current Assets	<u>3,487,779</u>	<u>3,012,790</u>
Restricted Cash	<u>690,653</u>	<u>652,417</u>
Net Assets		
Fixed Assets	7,622,621	7,622,620
Depreciation	(1,897,224)	(1,897,223)
Total Net Assets	<u>5,725,397</u>	<u>5,725,397</u>
<b>Total Assets &amp; Other Debits</b>	<b><u>9,903,829</u></b>	<b><u>9,390,604</u></b>
<b>Liabilities &amp; Fund Equity</b>		
Current Liabilities	<u>282,531</u>	<u>273,360</u>
Long-Term Liabilities	<u>7,589,481</u>	<u>7,589,482</u>
Fund Balance	<u>1,527,762</u>	<u>758,732</u>
Net Income	504,055	769,030
<b>Total Liabilities &amp; Fund Equity</b>	<b><u>9,903,829</u></b>	<b><u>9,390,604</u></b>

**North Star Academy  
Statement of Activities  
7/1/2022 - 6/30/2023**

	Annual June 30, 2023	Year-to-Date June 30, 2023	
	Budget	Actual	% of Budget
<b>Net Income</b>			
Income			
Revenue From Local Sources	276,000	304,406	110.3 %
Revenue From State Sources	4,826,953	4,852,818	100.5 %
Revenue From Federal Sources	149,073	168,500	113.0 %
Total Income	<u>5,252,026</u>	<u>5,325,724</u>	101.4 %
Expenses			
Instruction/Salaries	2,642,853	2,484,975	94.0 %
Employee Benefits	699,047	664,882	95.1 %
Purchased Prof & Tech Serv	346,600	322,159	92.9 %
Purchased Property Services	313,420	281,601	89.8 %
Other Purchased Services	74,017	83,298	112.5 %
Supplies & Materials	507,236	469,126	92.5 %
Property	25,000	19,241	77.0 %
Debt Services & Miscellaneous	500,400	496,387	99.2 %
Total Expenses	<u>5,108,574</u>	<u>4,821,669</u>	94.4 %
<b>Total Net Income</b>	<b><u>143,452</u></b>	<b><u>504,055</u></b>	<b>351.4 %</b>

**North Star Academy**  
**Statement of Activities**  
**7/1/2022 - 6/30/2023**

	Year Ending 06/30/2023		Year To Date 06/30/2023	
	Approved Budget	AFR	Audit	
<b>Prior Year Fund Balance</b>				
Beginning Fund Balance	0.00	3,453,446.21	1,527,761.73	
Net Income				
Income				
Revenue From Local Sources	276,000.00	304,406.35	304,406.35	
Revenue From State Sources	4,826,952.58	4,852,817.32	4,852,817.32	
Revenue From Federal Sources	149,073.32	166,949.37	166,949.37	
Total Income	5,252,025.90	5,324,173.04	5,324,173.04	
Expenses				
Instruction/Salaries	2,642,853.15	2,484,975.23	2,484,975.23	
Employee Benefits	699,047.14	664,881.64	664,881.64	
Purchased Prof & Tech Serv	346,600.18	322,159.02	322,159.02	
Purchased Property Services	313,419.92	281,601.43	281,601.43	
Other Purchased Services	74,017.00	83,298.13	83,298.13	
Supplies & Materials	507,236.43	469,125.25	469,125.25	
Property	24,999.94	19,241.62	19,241.62	
Debt Services & Miscellaneous	500,399.96	496,386.44	496,386.44	
Total Expenses	5,108,573.72	4,821,668.76	4,821,668.76	
Total Net Income	143,452.18	502,504.28	502,504.28	
<b>Ending P&amp;L Fund Balance</b>	<b>143,452.18</b>	<b>3,955,950.49</b>	<b>2,030,266.01</b>	

North Star Academy  
Board Meeting Minutes  
Thursday, June 22, 2023



Location: North Star Academy, 2920 W. 14000 S., Bluffdale, UT 84065

In Attendance: Sidney Warnick, Jordan Shields, Becky Slagowski, Brent Bird, Bob Bell

Others in Attendance: Tana Archer (Director), Diana Seidel (AP), Trish Lester, Cathie Hurst (5:09pm)

---

4:32 PM Called to Order by Sidney Warnick

There was no public comment.

- Curriculum Feedback (public comment opportunity #1): Grades 6-8 CKLA

Board Training

- Jordan Shields reviewed the following policies and answered questions from the Board: Financial Reporting, Debt and Risk Management Plan; Parent and Family Engagement Policy which is presented annually by Mrs. Archer at the beginning of the school year to all families, as well as in a PTO meeting; Wellness Policy on Physical Activity and Nutrition where this policy is also discussed in the school's Wellness Committee; the amended Administration of Medication Policy which will be approved later in the meeting. The changes to this policy were discussed and the Board asked clarifying questions that Mrs. Archer was able to answer along with the school's administrative procedures.

Reports

- Director Report - Tana Archer reported on the following: USBE Assurances that are submitted annually, and she has completed this year's. The UPIPS Pilot Program is being implemented, NSA participated in it this year, and it has gone very well. She updated the Board on the fidelity of the charter goals and how their focus is on a safe, challenging and individualized learning environment. Enrollment numbers were presented, and she stated that NSA is full for next year with a healthy waitlist currently showing 630 students. Summer professional development includes Title IX Solutions, Learning Innovation Team Training, Excel training for office staff, ISTE, Confratute both in person and online.
  - Diana Seidel presented the year-end assessment data which included scores for iReady Reading (K-6), Guided Reading with Fountas and Pinnell (K-9), Acadience Reading (K-6) and Numeracy (K-3), Achieve 3000 (7-9), Lexia (K), iReady Math (K-7), and Saxon Math. Students have improved in all areas and are above benchmark.

Personnel needs include the hiring of 2 teaching assistants and a Kindergarten teacher. Kindergarten is full with 18 students requesting ½ day, and 32 students requesting full day. The annual Student Conduct and Discipline data was presented to the Board and Mrs. Archer stated that there are less office visits this year which is showing more classroom community. The Board discussed the multiple types of behavior incidents, and out of school suspensions are very low being at only 3 incidents for 2 days each. There are no substantive changes to the Employee Handbook, and the faculty reviews this annually.

- Financial Review: Cathie Hurst discussed the recent S&P Global Bond Rating phone call, the overall process, and that it went well with NSA remaining currently at a BBB- rating. This rating is typically the highest a school this size can receive. The Fraud Risk Assessment gives 375/395 points and NSA is in great shape. This document will be submitted to the State. The Commitment to Ethical Behavior document is signed annually and each Board Member signed it stating that they would always engage in ethical behavior and abide by the Ethics Policy conducting themselves with a high standard of ethics and complying with applicable law. The current budget looks great, and there are no concerns. The Charter School Engagement Letter with Eide Bailly was reviewed and will be approved, then sent to Mrs. Archer for her signature on behalf of the Board.

---

School Mission

North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

2022-2023 School Wide Improvement Goal

My personal best is success. Best Effort + Attitude = Results

NSA Board Meeting Minutes: 6-22-2023  
Board Approval Date:

## Consent Items

*Bob Bell moved to approve the minutes as listed below. Jordan Shields seconded it. Voting was unanimous and the motion passed.*

- May 19, 2023 Board Meeting Minutes

## Business Items

*Bob Bell moved to approve: the Houghton Mifflin Harcourt purchase for Saxon Math not to exceed \$17K; the Amplify invoice for Grades K-5 CKLA curriculum not to exceed \$14K; the Smartboard and technology purchase of Interactive Panel/Smartboards not to exceed \$53K from the FY23 budget; the Chromebook purchase not to exceed \$58K from the FY24 School Land Trust and Digital Teaching and Learning budgets. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

- Houghton Mifflin Harcourt Purchase
- Amplify Invoice
- Technology Purchase

*Bob Bell moved to approve: the Parent-Student Handbook with the additional section of AI and Academic Integrity; 2023-2024 Sex Ed Curriculum and presenters being the school nurse and associate along with the general education teacher for 5<sup>th</sup> grade and the 7<sup>th</sup> grade Health teacher for 7<sup>th</sup> grade; 401K Safe Harbor Plan authorizing the Board President, Sidney Warnick, to sign the appropriate documents; 2023-2024 OT contract with Venu Ventures; SLP contract with ABSI-LLC, 2023-2024; janitorial contract with ProKleen; Go Guardian Invoice in the amount of \$7,586.32; Curriculum Associates invoice for iReady in the amount of \$17,374.00; the Renzullii Learning invoice in the amount of \$6K. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

- Parent-Student Handbook
- 2023-2024 Sex Ed Curriculum and Presenters
- 401K Safe Harbor Plan
- 2023-2024 OT Contract
- 2023-2024 SLP Contract
- 2023-2024 Janitorial Contract
- Go Guardian Invoice
- Curriculum Associates Invoice
- Renzullii Learning Invoice

*Bob Bell moved to approve the Early Learning Plan monies and expenses for LETRS professional learning for new teachers and substitutes. Becky Slagowski seconded the motion. Voting was unanimous and the motion passed.*

- Early Learning Plan and Expenses

*Bob Bell moved to reapprove the Wellness Policy on Physical Activity and Nutrition and to amend the Administration of Medication Policy. Becky Slagowski seconded the motion. Voting was unanimous and the motion passed.*

- Reapprove Wellness Policy on Physical Activity and Nutrition
- Amended Administration of Medication Policy

*Becky Slagowski moved to opt out of the Mental Health Screening Program for 2023-2024. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

- Mental Health Screening

*Brent Bird moved to approve: the Special Education Policies and Procedures Manual; Eide Bailly Engagement Letter; Final 2022-2023 budget; the proposed 2023-2024 budget; the 2023-2024 Director agreement. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

- Special Education Policies and Procedures Manual

---

### School Mission

North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

### 2022-2023 School Wide Improvement Goal

My personal best is success. Best Effort + Attitude = Results

NSA Board Meeting Minutes: 6-22-2023  
Board Approval Date:

- Eide Bailly Engagement Letter
- Final 2022-2023 Budget
- Proposed 2023-2024 Budget
- 2023-2024 Director Agreement

*Bob Bell moved to approve the new 4-year term for Sidney Warnick expiring in June 2027. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

- Sidney Warnick's Term Extension

*Brent Bird moved to approve the Board Members, terms and positions as listed below. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

- 2023-2024 Board Members, Terms and Positions
  - Sidney Warnick, Board President, Expires June 2027
  - Jordan Shields, Board Vice President, Expires June 2026
  - Becky Slagowski, Financial Coordinator, Expires June 2026
  - Brent Bird, Secretary, Expires June 2025
  - Bob Bell, Board Members, Expires June 2024

#### Discussion Items

- School Calendar – The two-week breaks that are incorporated into the annual school calendar is part of the School's Charter, is a benefit in hiring, giving faculty, staff and students an opportunity to reset, and allows families more flexibility.
- Calendaring
  - 2023-2024 Board Meeting Dates: 8-3-2023, 10-5-20023, 12-7-2023, 2-1-2024, 3-21-2024, 5-2-2024, 6-20-2024 Annual Meeting. Meetings will be held at 4:30pm unless otherwise stated and will be at North Star Academy. The Annual Stakeholder Meeting date will be determined at a future time.

*Becky Slagowski moved to adjourn the meeting. Jordan Shields seconded the motion. Voting was unanimous and the motion passed.*

6:57 PM Adjourn Meeting

---

#### School Mission

North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

#### 2022-2023 School Wide Improvement Goal

My personal best is success. Best Effort + Attitude = Results

NSA Board Meeting Minutes: 6-22-2023  
Board Approval Date:



# Price Quote

## Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-270477-1  
Date: 8/2/2023  
Expires On: 9/1/2023

### Customer Contact Information

Tana Archer  
North Star Academy  
(801) 302-9579  
tarcher@north-staracademy.com

### Amplify Contact Information

Bob McCarty  
Senior Account Executive  
(435) 655-1731  
rmccarty@amplify.com

#### Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA G6 Teacher Blended Package (5yr license 2023-2028)	1.00	\$180.00	\$180.00
Amplify ELA G6: Student Blended Package (5yr license 2023-2028)	52.00	\$117.00	\$6,084.00
TOTAL			\$6,264.00

#### Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA G7 Teacher Blended Package (5yr license 2023-2028)	1.00	\$180.00	\$180.00
Amplify ELA G7: Student Blended Package (5yr license 2023-2028)	52.00	\$117.00	\$6,084.00
TOTAL			\$6,264.00

#### Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA G8 Teacher Blended Package (5yr license 2023-2028)	1.00	\$180.00	\$180.00
Amplify ELA G8: Student Blended Package (5yr license 2023-2028)	52.00	\$117.00	\$6,084.00
TOTAL			\$6,264.00

#### PD | Launch

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA Program Overview for Teachers (1/2 Day Onsite)	1.00	\$2,500.00	\$2,500.00
TOTAL		\$2,500.00	\$2,500.00

**S&H**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$919.08	\$919.08

GRAND TOTAL \$22,211.08

**Scope and Duration**

**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

**License and Services Term:**

- Licenses: 07/01/2023 until 06/30/2028.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

**How to Order Our Products**

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://amplify.com/ordering-support).**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used



in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://www.amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://www.amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other

purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](http://amplify.com/customer-requirements).

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or

delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

## **Background and Summary of Amended Policies**

### Bullying and Hazing Policy

The school's Bullying and Hazing Policy explains that the school must notify a student's parent or guardian if the student threatens to commit suicide or is involved in an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation. HB 481 from the 2023 legislative session imposed another parent notification requirement on schools in these situations – that is, providing the student's parent or guardian with (1) suicide prevention materials and information (which materials will be recommended by the USBE), (2) information on ways to limit a student's access to fatal means (e.g., firearms and medication), and (3) information and resources on the healthy use of social media. The revisions to the Bullying and Hazing Policy include these new requirements.

### Fee Waiver Policy

The USBE amended its rule on school fees and fee waivers in early July 2023, and some of the changes necessitate revisions to the school's Fee Waiver Policy. Revisions to the school's Fee Waiver Policy include some minor changes to definitions; removal of the provision allowing fees to be charged for supplemental kindergarten (supplemental kindergarten is now funded through the WPU); changes to how the policy, fee schedule, and fee waiver documents will be distributed by the school (policy and fee schedule will continue to be distributed through registration (and posted on the school's website) and the school's other fee waiver documents will be posted to the school's website); added SNAP funding to the list of fee waiver eligibility criteria; and changes to what fee/fee waiver documentation and information the school must gather on an annual basis in case such information is requested by the USBE.

### Student Conduct and Discipline Policy

The school's Student Conduct and Discipline Policy addresses what the school is required to do upon notification by a juvenile court or law enforcement agency that one of the school's students has been taken into custody or detention for a violent felony. HB 304 from the 2023 legislative session added to the requirements, including that in such circumstances schools must also develop, with a multidisciplinary team, a reintegration plan for the student. The revisions to the Student Conduct and Discipline Policy cover these new requirements, modify some other juvenile justice type provisions in the policy, and change/update some other minor provisions in the policy.

**AGREEMENT FOR PROFESSIONAL SERVICES:  
LICENSED SCHOOL PSYCHOLOGIST**

This agreement is entered into as of 6/23/2023 between North Star Academy at 2920 West 14000 South, Bluffdale, UT 84065 and Lexi Evans, Licensed School Psychologist #556963 at 793 E. Newfield Dr., Sandy, UT 84094.

1. TERM. The term of this employment contract shall begin on 6/23/2023 and end upon written agreement by either party.
2. DUTIES. The contractor shall conduct psycho-educational evaluations using her own testing materials and equipment in order to determine eligibility, make recommendations and be part of the IEP Team as needed by District.
3. COMPENSATION. \$125.00 per hour. \$500 per ADOS-2 administration. Contractor shall invoice the district in writing for the actual number of hours utilized in conducting the assessment, meeting with parent and IEP Team, and travel time. District shall pay the invoice within thirty days or could be subject to interest charges.
4. STANDARDS. All work shall be performed in accordance with applicable School, County, State and Federal Codes and criteria. In the performance of its professional services, the Contractor shall use the degree of care and skill ordinarily exercised by contractors under similar conditions.
5. The position is not subject to the Agreement between the District and any Teachers Association.
6. TAXES. Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

\_\_\_\_\_  
Lexi Evans, LSP Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

**SPECIAL EDUCATION SERVICES AGREEMENT  
BETWEEN  
NORTH STAR ACADEMY  
AND  
ELEVATE3 CONSULTING, ECHO CUNNINGHAM, A PRIVATE PROVIDER**

This **SPECIAL EDUCATION SERVICES AGREEMENT** (the “**Agreement**”) is entered into for the 2023-2024 school year between **North Star Academy**, a Utah nonprofit corporation (the “**School**”), and **Elevate3 Consulting, LLC (Echo Cunningham)**, a private provider.

**RECITALS**

**A.** The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school.

**B.** The School desires to ensure that it provides special education services to its students and operates its special education program in accordance with the requirements of its Charter and applicable laws.

**C.** Elevate3 Consulting, Echo Cunningham, has expertise and knowledge regarding the requirements associated with providing special education services and operating a special education program in compliance with applicable legal requirements.

**D.** The School believes that contracting with Elevate3 Consulting, Echo Cunningham, for special education services will allow the School’s administration to more successfully meet the requirements associated with providing special education services to its student and operating a special education program.

**E.** The School and Elevate3 Consulting, Echo Cunningham, desire to enter into this Agreement for the purpose of having Elevate3 Consulting, Echo Cunningham, provide certain special education services to the School as set forth herein.

**AGREEMENT**

1. **Services to be Performed by Elevate3 Consulting.** Echo Cunningham from Elevate3 Consulting will perform certain services related to the School’s special education program (the “**Services**”) as requested by the School. The Services (e.g., mentoring, administrative duties, professional development, compliance monitoring) will be identified by the School’s Administration depending on the School’s needs.

2. **Compensation.** As compensation for the Services, the School will pay Elevate3 Consulting, Echo Cunningham, a Fee based on an hourly rate of \$125 with a 20% discount (\$100) for services rendered. Elevate3 Consulting will invoice the School for the Fee at \$100 per hour at the beginning of each month with the prior month’s services identified. Any invoice concerns/discrepancies need to be addressed in written format within fifteen (15) days of invoice receipt. The expectation of payment is within thirty (30) days of the date of the invoice.

3. **Independent Contractor Status.** The relationship between Elevate3 Consulting, Echo Cunningham, and the School shall be that of independent contractor and contractee. Echo Cunningham shall not be considered an employee, partner, joint venturer, representative or agent of the School in connection with any of the transactions or relationships contemplated under this Agreement. Elevate3 Consulting, Echo Cunningham, shall not be authorized, without the prior written consent of the School in each specific case, to act on behalf of or to bind the School.

4. **Term and Termination.** This Agreement shall run for the term of the 2023-2024 school year. However, either party may terminate this Agreement at any time by giving sixty (60) days written notice of termination to the other party.

5. **Effect of Termination on Compensation.** In the event of termination of this Agreement, Elevate3 Consulting, Echo Cunningham, shall be entitled to payment for services rendered.

6. **Data Confidentiality.** The terms of the attached Data Confidentiality Addendum shall be considered part of this Agreement.

7. **Miscellaneous.**

(a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

(b) This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties.

(c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

(d) No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.

(e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.

(f) This Agreement is not intended to create any rights for any third-party beneficiary.

(g) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.

(h) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Elevate3 Consulting  
2112 W 13400 So  
Riverton, Utah 84065

(i) The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and will not be considered in the interpretation of this Agreement or any provision hereof.

(j) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.

(k) Each of the persons executing this Agreement has the full power and authority to execute this Agreement on behalf of the party for whom he or she signs.

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

**North Star Academy,**  
a Utah nonprofit corporation

---

Board President

**Elevate3 Consulting, Echo Cunningham,**  
a private provider  
Echo Cunningham (electronic signature)



## **DATA CONFIDENTIALITY ADDENDUM**

### **Recitals**

1. The School and Elevate3 Consulting are parties to a Special Education Services Agreement (the “**Agreement**”) to which this Addendum is attached regarding services to be provided by Elevate3 Consulting, Echo Cunningham, to the School.
2. Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third-party providers such as Elevate3 Consulting.
3. The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53E-9-309 and other applicable legal requirements.

### **Agreement**

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53E-9-309(4), Elevate3 Consulting will not use any personally identifiable student data received from the School for any purpose other than to provide the Services to the School.
  - (a) “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:
    - (i) a student’s first and last name;
    - (ii) the first and last name of a student’s family member;
    - (iii) a student’s or a student’s family’s home or physical address;
    - (iv) a student’s email address or other online contact information;
    - (v) a student’s telephone number;
    - (vi) a student’s social security number;
    - (vii) a student’s biometric identifier;
    - (viii) a student’s health or disability data;
    - (ix) a student’s education entity student identification number;
    - (x) a student’s social media user name and password or alias;
  - (b) if associated with personally identifiable student data, the student’s persistent identifier, including:
    - (i) a customer number held in a cookie; or
    - (ii) a processor serial number;
    - (iii) a combination of a student’s last name or photograph with other information that together permits a person to contact the student online;

(iv) information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and

(v) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the relevant circumstances, to identify the student with reasonable certainty.

2. Elevate3 Consulting acknowledges that all student data of the School is the School's and/or students' property. Elevate3 Consulting will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53E-9-309 govern the relationship between the parties.

3. Elevate3 Consulting may only share personally identifiable student data with employees and independent contractors who have a legitimate need to such data in order to enable Elevate3 Consulting provide the Services to the School.

4. At the request of the School, Elevate3 Consulting will allow the School or its designee to audit Elevate3 Consulting in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data.

5. During the term of the Agreement, Elevate3 Consulting will delete personally identifiable student data at the request and direction of the School.

6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement requirements, Elevate3 Consulting shall return or delete upon the School's request all personally identifiable student data of the School in Elevate3 Consulting's possession and provide to the School written verification of the return or deletion of such data.

7. Elevate3 Consulting covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of contract..

8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.

## AGREEMENT

**This Agreement** (the “**Agreement**”) is entered into this third day of August, 2023, between **North Star Academy**, a Utah nonprofit corporation (the “**School**”), and **Lauri Lund**, an individual (the “**Nurse**”).

### Recitals

- A. The School has received a charter from the Utah State Board of Education to operate a charter school.
- B. The Nurse is a licensed registered nurse in the state of Utah.
- C. The School wants the Nurse to provide nursing services to the School’s students as an independent contractor.
- D. The Nurse and the School desire to enter into this Agreement in order to document the terms of their agreement.

### Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the School and the Nurse agree as follows:

1. **Engagement as Independent Contractor.** Subject to the terms and conditions of this Agreement, the School hereby engages the Nurse as an independent contractor to perform the services set forth herein, and the Nurse hereby accepts such engagement.
2. **Nurse’s Duties.**
  - a. The Nurse will provide nursing services to the School and the School’s students, as determined are necessary in consultation with the School’s administration. The Nurse will train other school personnel to perform services for the School’s students as the Nurse determines is professionally appropriate.
  - b. The parties acknowledge that the number of hours of services that the Nurse provides to the School will vary depending on the needs of the School and its students. The Nurse and the School’s Principal will coordinate with each other to determine the School’s needs and the Nurse’s schedule from time to time.
  - c. The Nurse will report directly to the School’s Principal and/or the Principal’s designee in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the School and agreed to by the Nurse.
  - d. The Nurse will coordinate annual health plans.
3. **Expenses.** The Nurse will bear the cost of expenses incurred in connection with the services provided under this Agreement except for exam gloves, which will be provided by the School, and medical supplies that will be provided by the parents of students receiving services.
4. **School’s Duties.** The School will cooperate with the Nurse and provide information and guidance reasonably necessary to enable the Nurse to perform his or her duties.
5. **Compensation.** As full compensation for the services rendered pursuant to this Agreement, the School shall pay the Nurse thirty dollars (\$30.00) per hour during which the Nurse provides services. In addition, the school will reimburse the independent contractor of up to \$220 for annual liability insurance.

6. **Independent Contractor.** This Agreement shall not render the Nurse an employee of the School for any purpose. The Nurse is and will remain an independent contractor in his or her relationship to the School. The School shall not be responsible for withholding taxes with respect to the Nurse's compensation hereunder. The Nurse shall have no claim against the School hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Confidentiality.** The Nurse acknowledges that during the engagement he or she will have access to and become acquainted with confidential information, including but not limited to student personal, education, and health information. The Nurse agrees that he or she will not comply with all applicable privacy laws, including but not limited to state law, FERPA, and HIPPA. The Nurse agrees that she will not disclose any such confidential information, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the School.
8. **Term and Termination.**
  - a. This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through the School's 2021-2022 school year. The Agreement may be extended thereafter by mutual agreement of the parties, unless terminated earlier by operation of and in accordance with this Agreement.
  - b. The School or the Nurse may terminate this Agreement at any time by 15 days' written notice to the other party. In addition, if the Nurse is convicted of any crime or offense, fails or refuses to comply with the policies or reasonable directive of the School, is guilty of serious misconduct in connection with performance hereunder, materially breaches provisions of this Agreement, or has any adverse action commenced against his or her professional license, the School at any time may terminate the engagement of the Nurse immediately and without prior written notice to the Nurse.
9. **Assignment.** The Nurse shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of the School.

The Parties have executed this Agreement as of the date first set forth above.

**The School:**

---

**Board of Trustees President**

**The Nurse:**

---