



HOME OF THE LIONS
NORTH DAVIS PREPARATORY ACADEMY

Board Meeting Packet

VISION:

North Davis Preparatory Academy students develop a love of learning, experience high academic achievement, and enjoy high bi-literate proficiency.

BOARD CONSTITUTION:

- ★ We will Govern, not Manage. We will set the direction and goals for the school, but we will not micromanage the day to day administration of the school.
- ★ We will speak with "One Voice". We will recognize that our authority is only valid as a group and not as individuals. We will not use our position on the Board to promote our own personal agendas.
- ★ We will make the Spanish language a key element of our school.
- ★ We will make decisions that will keep NDPA financially stable.
- ★ We will review our Charter before making any dramatic changes to school policy.

October 4, 2023

North Davis Preparatory Academy

Board Meeting Agenda

Wednesday, October 4, 2023

Location: Elementary Library, 1765 W. Hill Field Rd., Layton, UT 84041



NOTE: It is possible that the NDPA Board of Directors may be utilizing an electronic meeting component with one or more of their members.

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AGENDA

6:00 PM – INTRODUCTORY ITEMS

- Welcome and Roll Call – Monte Poll (5 minutes)
- Pledge of Allegiance
- School Vision
- Board Constitution

6:05 PM – PUBLIC COMMENT (Comments will be limited to 3 minutes each)

6:05 PM – REPORTS

- Administration
 - [State of the School](#) – Ryan Robinson (30 minutes)
 - ✓ Student Achievement
 - ★ Update on curriculum implementation
 - ★ ATSI/ELP “grades”
 - ✓ Trust in School
 - ★ Survey Results

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

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

- ★ Fall Fiesta
- ✓ Retention of Students
 - ★ October 1
- ✓ Compliance
 - ★ [Amended Bullying & Hazing Admin. Procedures](#)
 - ★ Amended Student Conduct & Discipline Admin. Procedures
- ✓ Update on Communication Procedures
- Board of Directors
 - [Financial Review](#) – Clint Heiner (5 minutes)

6:40 PM – CONSENT ITEMS

- [August 2, 2023 Board Meeting Minutes](#)

6:41 PM – VOTING ITEMS

- [Amend 9th Grade Study Abroad Trip](#) – Ryan Robinson (2 minutes)
- [LEA-Specific Educator License\(s\)](#) – Ryan Robinson (2 minutes)
- [Snow Removal Rate Sheet](#) – Ryan Robinson (2 minutes)
- [Amended Electronic Resources Policy](#) (Admin. Procedures) – Ryan Robinson (2 minutes)
- [Rescind the Internet Safety Policy](#) – Ryan Robinson (1 minute)
- [Amended Attendance Policy](#) (Admin. Procedures) – Ryan Robinson (2 minutes)
- [Amended Fee Waiver Policy](#) – Ryan Robinson (2 minutes)

6:54 PM – DISCUSSION ITEMS

- Calendaring Items – Monte Poll (2 minutes)
 - Holiday Social – November 1st
 - Next PreBoard Meeting – November 14th @ 1 p.m.
 - Next Board Meeting – December 6th
 - NCSC24 Boston, MA – June 30 – July 3

6:56 PM – CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a) (15 minutes)

7:11 PM – ADJOURN

UPCOMING CALENDAR ITEMS

December

Coldwater Creek Annual Payment (Due Nov 1st)

Audit Review

Sex Ed/Maturation Curriculum

Building Evaluation

Amend Emergency Preparedness Plan

2024-2025 School Fee Schedule (1st Public Viewing)

2024-2025 School Calendar

February

2024-2025 School Fee Schedule (2nd Public Viewing)

Curriculum Purchases (2 Public Comment Periods)

Board Vacancies

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Technology Purchase

March

Award RFP for Janitorial Services

School LAND Trust Plan

SLT Training Assurances

Landscaping Service Contract

Comprehensive Guidance Review

Positive Behavior Plan Review*

Principal Bonus/Salary

May

2024-2025 TSSA Plan

Capital Improvements

Science-In-Action Expenditures

Janitorial Services Contract

Audit Engagement Letters

June

2023-2024 Final Amended Budget

2024-2025 Annual Budget

2024-2025 Sex Ed Instruction Committee

Ratify Board Members & Terms

Ratify Board Officers

Board Member Agreement

Set 2024-2025 Board Meeting Schedule

Mental Health Screening Determination

Fraud Risk Assessment/Ethical Behavior

Annual PPP Training & Review

Annual Open Meetings Act Training

Principal/AW Evaluation

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Principal Notes on State of the School

Student Achievement

- ★ The other day we made our first visit to a DLI school, and the participation of our students was a smashing success! Each of our CEU 2022-23 students who attended this visit demonstrated their great potential as experts in the knowledge of their projects. Both students and teachers at Lincoln Elementary were impressed and interested in the topics of all the exhibits. Congratulations!
- ★ Last Monday's meeting we had the participation of Mr. Jose Manuel Escobero who will be supporting us as an expert trainer from Spain and started the Science in Action program at NDPA.

Trust in School

- ★ B2S Survey – results
 - ✓ <https://forms.office.com/Pages/DesignPageV2.aspx?prevorigin=shell&origin=NeoPortalPage&subpage=design&id=ek1jg3aO20GC4u8Xk87WnYFheEfWwSxLIWvwkCRWIu9UMkxFUDhDMFM3Vk5ISTU4WFNGSEVRMINIVi4u&analysis=true&tab=0>
- ★ Parent Uniform Feedback
 - ✓ <https://forms.office.com/Pages/DesignPageV2.aspx?prevorigin=shell&origin=NeoPortalPage&subpage=design&id=ek1jg3aO20GC4u8Xk87WnYFheEfWwSxLIWvwkCRWIu9UMkVKQ1oyNDRZVIU0UTBDOEhISDVMQIVaUC4u&tab=0&analysis=true>
- ★ September ISA Newsletter pg 17 – See next page

Student Retention

- ★ October 1 Final Preliminary Count

UTREx Report - School Summary

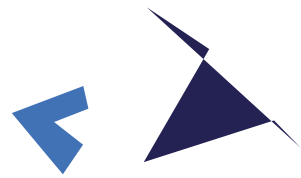
A6 North Davis Preparatory Academy

October 1 2023 Counts	
Grade	Oct 1 Count
Kindergarten	94
Grade 1	105
Grade 2	97
Grade 3	110
Grade 4	103
Grade 5	103
Grade 6	106
Grade 7	76
Grade 8	85
Grade 9	93
Regular Total	972

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News from the ISA network



North Davis Preparatory Academy

International Film Festival In Utah (IFFU)



Lights, Camera, Spanish! Once again, NDPA presented the III International Film Festival in Utah (IFFU) led by its director Jaime Duarte. Our 4th-9th grade Spanish students and their teachers immersed themselves in workshops where they learned how to script, produce, and edit their short films. They attended panels and lectures by great

directors, screenwriters, and producers from Latin America, delving into the enchanting world of film.

Through the program, not only do they hone their skills, but they also embrace the Spanish language with passion and creativity. The festival provided a unique and enriching experience, fostering learning and self-expression among our students. It's been an extraordinary journey for all involved, showcasing the incredible power of film in language acquisition.

Festival internacional de cine en Utah (IFFU)

Luces, cámara, ¡español! Un año más, NDPA presentó el III Festival internacional de cine en Utah (IFFU), de la mano de su director Jaime Duarte. Nuestros alumnos de español de 4^o a 9^o grado y su profesorado se sumergieron en talleres donde aprendieron a escribir guiones, producir y editar sus cortometrajes. Asistieron a paneles y conferencias de grandes directores, guionistas y productores de América Latina, adentrándose en el maravilloso mundo del cine.

A través del arte cinematográfico, no sólo perfeccionaron sus habilidades, sino que también abrazaron la lengua española con pasión y creatividad. El festival proporcionó una experiencia única y enriquecedora, fomentando el aprendizaje y

a la autoexpresión entre nuestros estudiantes. Ha sido un viaje extraordinario para todos que ha puesto de manifiesto el increíble poder del cine en la adquisición de idiomas.





Bullying & Hazing

Administrative Procedures

Introduction

The school environment at NDPA is like a family. Most of the time we treat each other with kindness and respect. There are some times, however, where people are thoughtless, reckless, and even mean to others. The intent of people involved is often to “save face”, to get someone to “leave me alone”, or “get back at someone who deserves it”. These behaviors, generally the result of interpersonal conflicts on the part of students, are dealt with the philosophy and procedures described in the NDPA Student Conduct and Discipline Policy.

When administrators address issues where students are injured, teased, intimidated, upset, or scared, they take into consideration two factors: the intent of the aggressor and the impact the behavior has on others.

True bullying, as defined below, is such a serious violation it warrants a separate policy. When the intent of the perpetrator is to cause harm or create the fear of harm, the administration will follow the procedures outlined below.

I. Purpose

Bullying, as defined by law, is an extreme violation of the Core Values, the NDPA End Statements, and the NDPA Student Conduct and Discipline Policy. The main purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving the school’s students and employees. This will be accomplished through awareness efforts, training, identification, and disciplinary action (both students and employees) against those who violate this Policy. A second purpose is to promote the development of personal and social responsibility in all students.

II. Definitions

- A. “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.
- B. “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:

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- a. Causing physical or emotional harm to the school employee or student;
- b. Causing damage to the school employee's or student's property;
- c. Placing the school employee or student in reasonable fear of:
 - i. harm to the school employee's or student's physical or emotional well-being; or
 - ii. damage to the property of the school employee or student.
- d. Creating a hostile, threatening, humiliating, or abusive educational environment due to:
 - i. the pervasiveness, persistence, or severity of the actions; or
 - ii. a power differential between the bully and the target; or
- e. Substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

The conduct described above 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.

- C. "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:
 - 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;
 - d. Involves forced or coerced actions or activities of a sexual nature or with sexual connotations; or
 - e. 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
 - f. Is committed for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for membership in a school or school-sponsored team, organization, program, or event; or

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- g. 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.

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.

- D. "Cyberbullying" 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.
- E. "Retaliate" or "Retaliation" means an act or communication intended:
 - a. As retribution against a person for reporting bullying or hazing; or
 - b. To improperly influence the investigation of, or the response to, a report of bullying or hazing.
- F. "School" means North Davis Preparatory Academy (NDPA), charter school.
- G. "School board" means our NDPA Board of Directors.
- H. "School employee" means:
 - a. School teachers;
 - b. School staff;
 - c. School administrators; and
 - d. All others employed or authorized as volunteers, directly or indirectly, by the school or school board.
- I. "Volunteer" means a non-employee with significant, unsupervised access to students in connection with a school assignment.

III. Publication and Distribution of Policy and Signed Acknowledgement

This policy shall be available on the school website, with links from the family handbook, employee handbook, and any student conduct handbook. Copies of this policy will be distributed to students who are at least eight years old, parents or guardians of students enrolled in the school, and school employees, and on an annual basis all such individuals shall sign a statement indicating that they have received this policy. Printed copies of this policy are also available in the office.

IV. Prohibitions

- A. No school employee or student may engage in bullying a school employee or student;
 - a. On school property;

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- b. At a school related or sponsored event;
- c. On a school bus;
- d. At a school bus stop; or
- e. While the school employee or student is traveling to or from a location or event described above.
- B. No school employee or student may engage in hazing or cyber-bullying a school employee or student at any time or in any location.
- C. No school employee or student may engage in retaliation against:
 - a. A school employee;
 - b. A student; or
 - c. An investigator for, or witness of, an alleged incident of bullying, cyberbullying, hazing, abusive conduct, or retaliation.
- D. No school student or parent or guardian of a school student may commit abusive conduct against a school employee.
- E. No school employee or student may make a false allegation of bullying, cyberbullying, hazing, abusive conduct, or retaliation against a school employee or student.
- F. No school employee, student, or volunteer may engage in a behavior that encourages or supports bullying, hazing, cyber-bullying, abusive conduct, or retaliation.

V. Process for Reporting

- A. Students or families can report (orally or in writing) any bullying, hazing, cyber-bullying, abusive conduct, or retaliation, or any suspicion or witnessing thereof, to a teacher or administrator. Contact information and positions are found on the website, including e-mail.
- B. School employees must report (orally or in writing) any bullying, hazing, cyber-bullying, abusive conduct, or retaliation, or any suspicion or witnessing thereof, to their building administrator.
- C. Each reported complaint shall include:
 - a. Name of complaining party;
 - b. Name of victim of prohibited conduct (if different than complaining party);
 - c. Name of perpetrator (if known);
 - d. Date and location of incident(s);
 - e. A statement describing the incident(s), including names of witnesses (if known).
- D. All complaints will be sent to the building administrator in a timely manner.
- E. All information about the person who filed the complaint with the school will be kept in confidence. In the rare event that we would have to tell who reported the problem, administration would contact that person before revealing his/her name.
- F. Incidents of bullying, cyber-bullying, hazing, and retaliation will be reported in the school's student information system as required.

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VI. Actions Required if Prohibited Acts are Reported

A. Investigation

- a. Each reported violation of the prohibitions noted previously shall be promptly investigated by a school administrator or an individual designated by a school administrator. Formal disciplinary action is prohibited based solely on an anonymous report of bullying, hazing, cyber-bullying, abusive conduct, or retaliation.
- b. The investigation can include but are not limited to any of the following methods:
 - i. Discussions with the accused and the victim, where they express their view of the incident;
 - ii. Interview witnesses, and other peers;
 - iii. Staff/Faculty observations; and
 - iv. Gather perspectives of any member of the school community.
- b. After investigating, administration will determine if the incident meets the criteria of bullying, hazing, cyber-bullying, abusive conduct, or retaliation, as noted in the definitions above.

B. Verified Complaints

- a. Verified violations of the prohibitions noted previously shall result in consequences or penalties for the perpetrator. Consequences or penalties may include but are not limited to:
 - i. Student suspension or removal from a school-sponsored team or activity, including school-sponsored transportation;
 - ii. Student suspension or expulsion from school or lesser disciplinary action;
 - iii. Employee suspension or termination for cause or lesser disciplinary action;
 - iv. Employee reassignment; or
 - v. Other action against student or employee as appropriate.
- b. The administrator will timely contact parents or guardians of the victim, the perpetrator, and, as appropriate, by-standers to gather their input on the needs of the students toward responding to, and resolving, conduct prohibited in this policy.
- c. Plans will be developed for the perpetrator and the victim, as needed, for the purpose of changing behavior so similar incidents are not repeated. Plans may include but are not limited to the following:
 - i. Reporting any future violations;
 - ii. Resolving conflicts associated with the incident;
 - iii. Educating students on how to deal with difficult people and situations;
 - iv. Expressing feelings associated with the experience;
 - v. Alternate plans or restrictions for unsupervised time; and

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- vi. Meeting with school counselor following parental notice and consent.
- C. Non-Verified Complaints
 - a. When the investigation determines that the situation does not meet the criteria for bullying, hazing, cyber-bullying, abusive conduct, or retaliation the administrator or designee will follow the procedures outlined in the NDPA Student Conduct and Discipline Policy. Administration will timely notify parents or guardians of the resulting actions determined by those involved.
 - b. Staff and Teachers will be alerted to watch these students for behaviors typically associated with bullying, hazing, cyber-bullying, abusive conduct, or retaliation.
- D. Other Actions, as appropriate:
 - a. If the incident included any criminal activity the administrator may report it to law enforcement in a timely manner.
 - b. Issues that may potentially be a violation of civil rights may be promptly reported to the Office of Civil Rights (OCR).
 - c. If the student or employee does not feel they have been treated fairly they are entitled to due process rights under Section 53G-11-501 et seq. (employees), Section 53G-8-202 et seq. (students), and school discipline and grievance policies prior to long term (more than 10 day) student discipline or employee discipline.
 - i. File a written complaint with the head administrator.
 - ii. If not resolved within 8 school days, file a written complaint with the NDPA Board of Directors.
 - d. The school may inform parents or guardians of the victim about actions taken against the perpetrators as long as it doesn't violate any federal and state law, including the federal Family Educational Rights to Privacy Act (FERPA) of 1974, as amended.
 - e. The school will 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.

VII. Student Assessment

- A. A school administrator 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 supervisions may be required, such as playgrounds, hallways, and lunch areas.

VIII. Parental Notification

- A. As explained above, a school administrator will timely notify the parent or guardian of a student involved in an incident of conduct prohibited in this policy (including if the student is involved as the alleged perpetrator or

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victim). A school administrator will also timely notify the parent or guardian of a student who threatens to commit suicide. The administrator 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 administrator will provide the parent or guardian the required notification by email.

- B. The administrator will produce and maintain a record that verifies that the parent or guardian was notified. If an in-person meeting takes place, the administrator may ask the parent or guardian to sign the record acknowledging that the notification was provided. If a telephone conversation takes place, the administrator 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 administrator will retain a copy of the email. The school will retain the record as long as the student is enrolled at the school and will destroy the record after that time. The school will maintain the confidentiality of the record in accordance with Utah Code 53G-9-604.
- C. In addition to notifying the parent or guardian as set forth above, the administrator will provide the parent or guardian with the following:
 - a. suicide prevention materials and information as recommended by the Utah State Board of Education in accordance with Utah Code § 53G-9-604(2)(b);
 - b. information on ways to limit a student's access to fatal means, including firearms or medication; and
 - c. information and resources on the healthy use of social media and online practices.

IX. Training

- A. Training shall include methods for supporting students toward personal and social responsibility for the purpose of developing a community where all children, and adults, feel safe and welcome; and will include awareness training for behaviors typically associated with bullying, hazing, and retaliation.
 - a. Training for students, employees, coaches, and volunteers will meet the standards established by the State Board of Education's rules, including Rule R277-613, and will 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). The training will also include information on when issues relating to this policy may lead to student or employee discipline.
- B. Periodic training will be available for the following groups:
 - a. Class discussions for students;

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- b. Awareness and methods training for teachers and staff; and
 - c. Love and Logic training for Parents.
- C. In addition to training requirements described above, all students, employees, and volunteer coaches involved in any athletic program (both curricular and extracurricular) or other extra-curricular activity or club shall, prior to participating in the athletic program or activity:
- a. Participate in bullying, cyber-bullying, hazing, abusive conduct, and retaliation prevention training prior to participation;
 - b. Repeat bullying, cyber-bullying, hazing, abusive conduct, and retaliation prevention training at least every three years; and
 - c. Be informed of the prohibited activities list before participating in any sport or extracurricular activity.
- D. The school will inform student athletes and extracurricular club members of prohibited activities under this Policy and potential consequences for violation of this Policy and applicable law and rule.
- E. A school administrator will ensure that training curriculum, schedules, and participating lists or signatures are maintained by the school and provided to the Utah State Board of Education upon request.

X. Action Plan to Address Reported Incidents of Bullying, Cyber-Bullying, Hazing, or Retaliation.

The school will investigate all allegations of incidents of bullying, cyber-bullying, hazing, abusive conduct, and retaliation in accordance with this policy and applicable law.

The Principal or their designee will investigate allegations of these incidents and will have adequate training to conduct such an investigation. The Principal 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 section

The school will investigate all allegations of these incidents by interviewing: (a) the alleged victim; (b) the individual(s) who is alleged to have engaged in the prohibited conduct; (c) the parents or guardians of the alleged victim and the individual(s) who is alleged to have engaged in prohibited conduct; (d) any witnesses; (e) school staff familiar with the alleged victim or individual(s) who is alleged to have engaged in prohibited conduct; or (f) other individuals who may provide additional information.

The individual who investigates an allegation of an incident will inform an individual being interviewed that (i) to the extent allowed by law, the individual is required to keep all details of the interview confidential; and (ii) 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

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information pursuant to a warrant or subpoena, a state or federal reporting requirement, or other reporting required by applicable law or rule.

In conducting this investigation, the school may (a) review disciplinary reports of involved students; and (b) 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, and retaliation 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, abusive conduct, or retaliation, 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 before including the student in the process.

The school shall follow up with the parents or guardians of all parties to: (a) inform parents or guardians when an investigation is concluded; (b) inform parents or guardians what safety measures will be in place for their child, as determined by the investigation; (c) 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 (d) inform parents or guardians of the school's Parent Grievance Policy if the parents or guardians disagree with the resolution of the investigation.

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Student Conduct & Discipline

Administrative Procedures

These administrative procedures are adopted in accordance with the Student Conduct and Discipline Policy adopted by the North Davis Preparatory Academy Board of Directors.

Definitions:

“The School” means North Davis Preparatory Academy

“The Board” means North Davis Preparatory Academy Board of Directors

“CMT” means Case Management Team: The CMT shall consist of the Principal, the counselor, and a teacher selected by the Principal.

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 legal 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.

The School will comply with:

- state and federal laws requiring suspension or expulsion for certain types of student behavior.

1. BELIEFS AND PHILOSOPHY

1.1 Beliefs and Expectations

The School's beliefs and expectations set a positive and inviting school culture for dealing with safe school 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

1.2 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 parents who will set up a conference with the student, the parent, and the adult/s involved to resolve the conflict and mend the relationship
- Report the feelings to the administrator or counselor who will set up a conference with the student, the parent, administrator/counselor, and the adult involved to resolve the conflict and mend the relationship

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

- The student will be subjected to consequences and positive behavior support to ensure that 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
 - Genuine apology to injured or affected parties
 - Demonstration of appropriate behaviors following the incident to "walk the talk"
- 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 Board of Directors. These procedures are listed in the NDPA Grievance Policy.

- Parents will be notified when students are involved in situations that are deemed to be serious including out of school suspension, expulsion, restitution, or repayment of damages.
- 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. DEFINITIONS

2.1 Suspension

For purposes of this policy, suspension is a temporary interruption of school services and activities for 10 consecutive school days or less. A student who is suspended may, at the Principal's discretion, have access to homework, tests, and other schoolwork through a home study program, but will not be allowed to attend classes on campus or participate in any school activities during the period of suspension.

2.2 Expulsion for Regular Education and 504 Students

For purposes of this policy, expulsion means the formal process of dismissing a student from school. In cases of expulsion from the School, the legal obligation of complying with state compulsory education laws becomes the sole responsibility of the student's parents or legal guardian.

2.3 Change of Placement for Students with Disabilities under IDEA and Section 504

For purposes of removals of a student with a disability from the student's current educational placement, a change in placement occurs if the removal is for more than ten (10) consecutive school days; or, the student is subjected to a series of removals that constitute a pattern because they cumulate to more than ten (10) school days in a school year, and 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 referenced in Section 7 of this policy.

2.4 Disruptive Student Behavior

For purposes of this policy, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 3.1 below.

2.5 Parent

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

2.6 Qualifying Minor

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

2.7 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.

2.8 School-age Child

For purposes of this policy, “school-age child” means a minor who: (i) is at least six years old but younger than 18 years old; and (ii) is not emancipated.

3. GROUNDS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT

3.1 Suspension

3.1.1 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 which poses an immediate and significant threat to the welfare, safety, or morals of other students or ~~s~~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 Code Ann. § 32B-1-102;
- (e) possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, e-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) criminal activity;
- (i) any other serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 3.1.2 below, which 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.

3.1.2 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.

3.2 Expulsion

A student may be expelled from school for any violation listed under Section 3.1 of this policy if the violation is serious or persistent.

3.3 Weapons - Mandatory Expulsion for One Year, Utah Code Ann. § 53G-8-205(2)(b); 20 U.S.C.A. § 7151

3.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 3.1.2, 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 year, pursuant to state law.

3.3.2 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 function the procedures referenced in Section 7 of this policy must be followed.

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

3.5.1 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 activity;
- (b) misuse or abuse, distribution, sale or arranging for the sale of prescription medication at school or a school function; 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.

3.5.2 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 activity.

3.5.3 Drug Testing

- (a) Any student who is reasonably suspected of violating Section 3.5 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 3.5 may be required to provide a clean drug test and evidence of drug assessment and 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 3.5 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.

3.5.4 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 function, the procedures referenced in Section 7 of this policy must be followed.

3.6 Gangs

A "gang" as defined in this policy 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.

3.6.1 Gang Activity and Apparel Prohibited

Students who engage in any form of gang activity on or about school property, or at any school 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, handshakes, 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.

3.6.2 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.

3.6.3 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.

3.7 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.

3.8 Possession or Use of Electronic Cigarette Products

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

3.8.2 The Principal or his/her designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 11 of these procedures.

3.8.3 The Principal will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Principal 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.

4. AUTHORITY TO SUSPEND OR EXPEL

4.1 Authority to Suspend and Duration of Suspension for Regular Education Students

The Principal has the authority to suspend a regular education student for up to ten (10) school days per incident. In considering whether to suspend a student, the Principal 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. The Principal, alone, is prohibited from suspending for longer than ten (10) school days, expelling, or otherwise changing student placement. Whenever such action is contemplated or desired, the Principal shall make a referral to the School's CMT.

4.2 Authority to Suspend and Duration of Suspension for Students with Disabilities

The Principal has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of not more than ten (10) consecutive 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. A 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 removed.

4.3 Authority to Expel

The CMT may, by a majority vote, expel a student for violations under this policy. The CMT shall report its disciplinary actions to the Board at least once each year.

4.3.1 Parental Responsibility

If a student is expelled, the student's parent or legal guardian is responsible for undertaking an alternative education plan which will ensure that the student's education continues during the period of expulsion.

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

4.3.3 Readmission of Expelled Students

Any student who is expelled from the School will be dropped from the School's rolls in accordance with state law. A student who is expelled must follow the School's lottery procedures in order to be readmitted to the School.

Pursuant to state law, a student may be denied admission to the School if he or she was expelled from that or any other school, during the preceding 12 months.

4.4 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.

5. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR - Utah Code Ann. § 53G-8-210, Utah Code Ann. § 53G-8-211, and Rule R277-609.

The School will follow procedures consistent with state law in addressing disruptive student behavior.

6. DUE PROCESS FOR SUSPENSIONS AND EXPULSIONS

The School will provide students with appropriate due process in connection with any decision to suspend or expel under this policy.

7. DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS WITH DISABILITIES

The School will provide appropriate due process and will comply with applicable state and federal statutes and regulations in connection with any change of placement of a student with a disability under IDEA, 504, or ADA.

8. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN

8.1 Elements of Plan

The Principal 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:

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

8.1.2 effective instructional practices for teaching student expectations, including:

- (a) self-discipline;
- (b) citizenship;
- (c) civic skills; and
- (d) social emotional skills;

8.1.3 systematic methods for reinforcement of expected behaviors;

8.1.4 uniform and equitable methods for correction of student behavior;

8.1.5 consistent processes to collect student discipline data and incident or infraction data, including collection of the number of days of student suspensions and data collected from the School's climate survey as described in Rule R277-623;

8.1.65 uniform and equitable methods for at least annual school level data-based evaluations of efficiency and effectiveness;

8.1.76 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;

8.1.87 procedures for ongoing training of appropriate School personnel in:

- (a) crisis management~~intervention training~~;
- (b) emergency safety interventions~~professional development~~; and
- (c) School policies related to emergency safety interventions consistent with evidence-based practice;

8.1.98 policies and procedures relating to the use and abuse of alcohol, ~~and~~-controlled substances, electronic cigarette products, and other harmful trends by students;

8.1.10 policies and procedures for responding to possession or use of electronic cigarette products by a student on School property as required by § 53G-8-203(3);

8.1.119 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;

8.1.12 policies and procedures for the use of emergency safety interventions for all students consistent with evidence-based practices including prohibition of:

- (a) physical restraint, subject to the requirements of Section R277-609-5, except when the physical restraint is allowed as described in § 53G-8-302(2);
- (b) prone, or face-down, physical restraint;
- (c) supine, or face-up, physical restraint;
- (d) physical restraint that obstructs the airway of a student or adversely affects a student's primary mode of communication;
- (e) mechanical restraint, except:
 - i. protective or stabilizing restraints;
 - ii. restraints required by law, including seatbelts or any other safety equipment when used to secure students during transportation; and
 - iii. any device used by a law enforcement officer in carrying out law enforcement duties;
- (f) chemical restraint, except as:
 - i. prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under State law, for the standard treatment of a student's medical or psychiatric condition; and
 - ii. administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under state law;
- (g) seclusionary time out, subject to the requirements of Section R277-609-5, except when a student presents an immediate danger of serious physical harm to self or others; and
- (h) for a student with a disability, emergency safety interventions written into a student's IEP, as a planned intervention, unless:
 - i. School personnel, the family, and the IEP team agree less restrictive means have been attempted;
 - ii. a FBA has been conducted; and
 - iii. a positive behavior intervention, based on data analysis has been written into the plan and implemented;

8.1.13~~10~~ direction for dealing with bullying and disruptive students;

~~8.1.1411~~ direction ~~regarding~~ to determine the range of behaviors and establish the continuum of administrative procedures that may be used by ~~s~~ School personnel to address student behavior, including students who engage in disruptive student behaviors as described in Utah Code Ann. § 53G-8-210;

8.1.15 identification, by position, of an individual designated to issue notices of disruptive and bullying student behavior;

8.1.16 identification of individuals who shall receive notices of disruptive and bullying student behavior;

8.1.17 a requirement to provide for documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor before referral of students with an alleged class B misdemeanor or a nonperson class A misdemeanor to juvenile court;

~~8.1.1812~~ strategies to provide for necessary adult supervision;

8.1.19 a requirement that policies be clearly written and consistently enforced;

~~8.1.2013~~ notice to employees that violation of Rule R277-609~~this rule~~ may result in employee discipline or action;

~~8.1.2114~~ gang prevention and intervention provisions in accordance with Subsection 53E-3-509(1); ~~and~~

~~8.1.2215~~ 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; and
- (d) a plan for referral for a student with a qualifying office to alternative school-related interventions, including:
 - i. a mobile crisis outreach team, as defined in Section 80-1-102;
 - ii. a receiving center operated by the Division of Juvenile Justice Services in accordance with Section 80-5-102;
 - iii. a youth court; or
 - ~~(d)~~iv. a comparable restorative justice program; and

8.1.2316 procedures for responding to reports received through the SafeUT Crisis Line established under Subsection 53B-17-1201 *et seq.*

8.2 Plan Consistent with this Policy

The administrative Student Conduct and Discipline Plan shall be consistent with this policy, including without limitation the emergency safety intervention policies and procedures set forth in Section 10. It shall also be consistent with the School's Plan for Harassment and Discrimination Free Learning, which shall be developed by the School in accordance with § 53G-8-802 and R277-609.

9. 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 are not allowed to invoke due process procedures to challenge the denial of extracurricular participation.

10. 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.

10.1 Definitions

10.1.1 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.

10.1.2 “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.

10.1.3 “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.

10.1.4 “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.

10.2 General Procedures

10.2.1 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.

10.2.2 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.

10.3 Students with Disabilities Receiving Special Education Services

10.3.1 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.

10.3.2 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.

10.4 Physical Restraint

10.4.1 A School employee may, in accordance with Section 10.2.2 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.

10.4.2 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) 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.

10.4.3 Nothing in this Section prohibits a School employee from using less intrusive means, including a physical escort, to address circumstances described in Section 10.4.1.

10.5 Seclusionary Time Out

A School employee may, in accordance with Section 10.2.2 and when acting within the scope of employment, place a student in seclusionary time out as an ESI under the following circumstances:

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

10.5.2 any door remains unlocked consistent with applicable fire and public safety requirements; and

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

10.6 Notification

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

10.6.2 In addition to providing the notice described in Section 10.6.1, if the ESI is applied for longer than fifteen minutes, the School shall immediately notify the student's parent/guardian and School administration.

10.6.3 Parent notifications made under this Section shall be documented in the student information system as required by R277-609-8(3)(d)).

10.6.4 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.

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

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

10.7 Emergency Safety Intervention (ESI) Committee

10.7.1 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; 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.

10.7.2 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~~ ensure that each emergency incident where a School employee uses an ESI is documented in the School's student information system and reported to the State Superintendent of Schools through UTREx.

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

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

10.7.5 The School shall submit all required UTREx discipline incident data elements as part of the LEA's daily UTREx submission.

10.8 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.

11. 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, 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:

11.1 General Guidelines for Searches of Person or Property

11.1.1 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 11.2 of these procedures.

11.1.2 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 cigarettes, alcohol, tobacco, unsafe contraband, pornography, electronic devices, or lost/stolen/misplaced items.

11.2 Searches of Personal Belongings

11.2.1 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.

11.2.2 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.

11.3 Searches of Person

11.3.1 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.
- (b) The search shall be observed by an objective third party adult (i.e., Principal, 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. Under no circumstances may School officials require students to remove any other items of clothing or touch students in any way during the search.
- (d) 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 drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.
 - (e) In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to proper law enforcement investigation guidelines.

11.4 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:

11.4.1 The time, place and date of the search;

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

11.4.3 The name and title of individuals conducting and observing the search;

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

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

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

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

12.1 Board and Principal Notification by Juvenile Court and Law Enforcement Agencies

12.1.1 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.

12.1.2 Upon receipt of the information, the Principal 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 shall notify staff members who should know of the adjudication, arrest or detention.

12.1.3 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.

12.2 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 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.

132. TRAINING

132.1 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.

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

132.3 The Principal of the school 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.

143. POLICY AND PLAN DISSEMINATION AND REVIEW

143.1 The School shall compile an annual report of all suspensions and expulsions and submit it to the Board. 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.

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

143.3 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 and § 80-2-602 - 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-8-201 to 53G-8-213 - School Discipline and Conduct Plans

Utah Code Ann. §§ 53G-8-401 to -405 - Notification by juvenile court and law enforcement agencies

Utah Code Ann. § 80-2-610 - Immunity from liability

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North Davis Preparatory Academy

**North Davis Preparatory Academy
Statement of Financial Position
Created on September 11, 2023
For Prior Month**

	07/01/2023 Through 08/31/2023 <u>Actual</u>	Year Ending 06/30/2023 <u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash	5,184,059	5,418,144
Accounts Receivables	474,663	485,030
Other Current Assets	236,628	237,335
Total Current Assets	<u>5,895,350</u>	<u>6,140,509</u>
Restricted Cash	<u>152,438</u>	<u>667,684</u>
Net Assets		
Fixed Assets	15,134,459	15,134,459
Depreciation	(4,411,217)	(4,411,217)
Total Net Assets	<u>10,723,242</u>	<u>10,723,242</u>
Total Assets & Other Debits	<u>16,771,030</u>	<u>17,531,435</u>
Liabilities & Fund Equity		
Current Liabilities	<u>92,491</u>	<u>1,102,044</u>
Long-Term Liabilities	<u>10,710,000</u>	<u>11,165,000</u>
Fund Balance	<u>5,264,391</u>	<u>3,605,187</u>
Net Income	<u>704,148</u>	<u>1,659,204</u>
Total Liabilities & Fund Equity	<u>16,771,030</u>	<u>17,531,435</u>

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

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North Davis Preparatory Academy Statement of Activities

	Annual	Year-to-Date	
	June 30, 2024	August 31, 2023	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	409,700	80,665	19.7 %
Revenue From State Sources	9,387,083	1,710,521	18.2 %
Revenue From Federal Sources	781,746	0	0.0 %
Total Income	10,578,529	1,791,186	16.9 %
Expenses			
Instruction/Salaries			
0121 - Salaries - Principals and Assistants	475,000	65,806	13.9 %
0131 - Salaries - Teachers	3,241,234	137,585	4.2 %
0132 - Salaries - Substitute Teachers	50,123	0	0.0 %
0142 - Salaries - Guidance Personnel	200,870	4,868	2.4 %
0143 - Salaries - Health Services Personnel	127,112	0	0.0 %
0145 - Salaries - Media Personnel - Licensed	60,685	2,936	4.8 %
0152 - Salaries - Secretarial and Clerical Personnel	210,000	29,690	14.1 %
0161 - Salaries - Teacher Aides and Para-Professionals	586,301	14,414	2.5 %
0191 - Salaries - Food Services Personnel	275,000	13,858	5.0 %
Total Instruction/Salaries	5,226,325	269,157	5.2 %
Employee Benefits			
0220 - Social Security	573,416	27,381	4.8 %
0230 - Local Retirement	100,000	8,321	8.3 %
0240 - Group Insurance	18,000	973	5.4 %
0290 - Other Employee Benefits	750,000	51,808	6.9 %
Total Employee Benefits	1,441,416	88,483	6.1 %
Purchased Prof & Tech Serv			
0320 - Professional - Educational Services	10,768	438	4.1 %
0330 - Professional Employee Training and Development	46,260	1,010	2.2 %
0340 - Other Professional Services	97,955	1,404	1.4 %
0345 - Business Services	400,000	95,937	24.0 %
0350 - Technical Services	80,000	12,217	15.3 %
Total Purchased Professional & Technical Services	634,983	111,006	17.5 %
Purchased Property Services			
0410 - Utility Services	130,000	17,238	13.3 %
0430 - Repairs & Maintenance Services	65,828	200	0.3 %
0433 - Custodial Services	95,000	8,214	8.6 %
0440 - Rentals	4,000	1,186	29.7 %
0441 - Rental of Land & Buildings	1,500	0	0.0 %
0442 - Rental of Equipment & Vehicles	9,000	328	3.6 %
0450 - Construction Services	150,000	0	0.0 %
0490 - Other Purchased Property Services	60,715	2,018	3.3 %
Total Purchased Property Services	516,043	29,183	5.7 %
Other Purchased Services			
0513 - Student Transportation Services - Commercial	12,500	22	0.2 %
0517 - Student Overnight Trips/Field Trips	30,000	13,098	43.7 %
0518 - Student Day Trips/Field Trips (includes Admission Charges)	30,000	0	0.0 %
0521 - Property Insurance	45,000	42,851	95.2 %
0530 - Communication (Telephone & Other)	12,000	1,340	11.2 %
0540 - Advertising	5,000	0	0.0 %
0580 - Travel/Per Diem	200,000	1,145	0.6 %
Total Other Purchased Services	334,500	58,456	17.5 %

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Supplies & Materials			
0610 - General Supplies	313,867	21,069	6.7 %
0610-001 - Furniture and Fixtures (not capitalized)	450,000	394,754	87.7 %
0630 - Food	140,000	196	0.1 %
0641 - Textbooks	4,800	5,766	120.1 %
0644 - Library Books	9,000	0	0.0 %
0650 - Supplies - Technology Related	68,658	61,836	90.1 %
0670 - Software	59,500	35,763	60.1 %
0680 - Maintenance Supplies and Materials	35,000	1,253	3.6 %
Total Supplies & Materials	1,080,825	520,637	48.2 %
Property			
0730 - Equipment	200,000	0	0.0 %
0733 - Capitalized Furniture and Fixtures	30,000	0	0.0 %
Total Property	230,000	0	0.0 %
Debt Services & Miscellaneous			
0810 - Dues and Fees	30,000	437	1.5 %
0830 - Interest	382,813	195,388	51.0 %
0840 - Redemption of Principal	455,000	455,000	100.0 %
Total Debt Services & Miscellaneous	867,813	650,825	75.0 %
Total Expenses	10,331,905	1,727,747	16.7 %
Total Net Income	246,624	63,439	25.7 %

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North Davis Preparatory Academy Board Meeting Minutes Wednesday, August 2, 2023

Location: Elementary Library, 1765 W. Hill Field Rd., Layton, UT 84041

In Attendance: Maggie Arave, Dale Pfister, Rita Brock (via Zoom), Monte Poll (6:07 p.m.)

Excused: Clint Heiner

Others in Attendance: Dawn Kawaguchi, Ryan Robinson, Tyler O'Brien, David Izatt, Natalie Oakes, Heidi Bauerle (6:32 p.m.)

VISION:

North Davis Preparatory Academy students develop a love of learning, experience high academic achievement, and enjoy high bi-literate proficiency.

BOARD CONSTITUTION:

- ★ We will Govern, not Manage. We will set the direction and goals for the school, but we will not micromanage the day to day administration of the school.
- ★ We will speak with "One Voice". We will recognize that our authority is only valid as a group and not as individuals. We will not use our position on the Board to promote our own personal agendas.
- ★ We will make the Spanish language a key element of our school.
- ★ We will make decisions that will keep NDPA financially stable.
- ★ We will review our Charter before making any dramatic changes to school policy.

MINUTES

6:04 PM – INTRODUCTORY ITEMS

- Welcome and Roll Call – Maggie
- Pledge of Allegiance – Ryan
- School Vision – Maggie
- Board Constitution – Dale

There was no PUBLIC COMMENT.

Ryan explained that he wanted to identify his evidence for his evaluation in June so that he could refer back to his "State of the School" reports. He reviewed the FASTA requirements and wanted some of the participants to share their stories which falls under Trust in School (sub-category Teacher Retention)

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REPORTS

➤ **Teacher/Staff**

- David Izatt (TA/Recess) – David has been at NDPA for 4 years, coming up on 5 years in February. He passed out an essay for the board which the administration required on “How Spain has changed him”. David shared some of his favorite places and how Spain has changed him.
- Natalie Oakes (OT Assistant) – Natalie has been at NDPA for 3 ½ years. She shared some of her experiences and the wild adventure that she had getting to Spain via Chicago. Natalie shared some pictures of Spain. Ryan asked Natalie and David to share the 4-6 weeks of training/prepwork/education prior to the training before the trip and how they were able to visit a lot of the places that they learned about in the pre-training. They visited/met with past, present and incoming NDPA teachers from Spain. David and Natalie gained a respect for the Spaniards and how gracefully they come to America. *David Izatt and Natalie Oakes were excused at 6:27 p.m.*

➤ **Administration**

- State of the School – Ryan Robinson
 - ✓ Student Achievement – Ryan and Courtney are still looking over the data. What they have noticed that students aren’t taking enough time in each of the testing areas. Our younger teachers need more experience through a common foundation. We think that the new curriculum will help with this.
 - ✓ Trust in School (See Teacher & Staff report)
 - ★ **FASTA (Faculty and Staff Teacher Abroad)** – Ryan reviewed the cost of the actual teacher development minus the airfare and hotel. Some of the dinner costs included spouses.
 - ✓ Budget
 - ★ **Use of PTIF Funds** – Ryan shared some of his ideas of what he would like to spend some of the PTIF money on. One of the ideas is to purchase cultural gym décor in both lunchrooms that would tie into a curriculum of Spain. Erin Roundy would create lessons for each grade that ties into different sections of these picturesque decorations that would be viewed in the elementary and Jr. high gyms. The cost is around \$200k.
 - ✓ Compliance
 - ★ **Amended Student Conduct & Discipline Admin Procedures** – This administrative procedure has been updated but it doesn’t require board approval. Ryan wanted the board to be aware.
 - ★ **Food & Candy Policy** – Ryan wanted to revisit the Food & Candy Policy with the Board. It has become harder for administration to approve teachers’ lessons where they want to include food in their plan. There was a discussion on the student with allergies information and why it is still so important. The board discussed the pros and cons of keeping this policy.

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➤ **Board of Directors**

- Communication Committee Update on Guidelines – Committee members, Maggie and Dawn, reviewed the Board Communication Guidelines. Dawn stated that the Board already had a communication guideline, so the committee went through the guidelines and made some updates, sent them to Ryan and his changes are reflected on the copy in the packet. Ryan expressed his support of these guidelines and that communication to the rest of the board lies on the individual and not on him. He also feels that there will be a learning curve for following this document. This is a living document and can be updated as the need arises and does not need board approval since it's just guidelines.

CONSENT ITEMS

- June 15, 2023 Annual Board Meeting Minutes – There was no further discussion.
- June 28, 2023 Board Meeting Minutes – There was no further discussion.

Monte Poll made a motion to approve the consent items. The votes were as follows:

Monte Poll – Aye

Maggie Arave – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

VOTING ITEMS

- 2023-2024 Early Learning Plan – Ryan Robinson reviewed the Early Learning Plan which includes K-3 language arts and math. The goals have been the same for the last couple of years. This plan has been pre-approved by the state.
- Amend Special Education Policies and Procedures Manual – Ryan Robinson stated that the SpEd manual was updated to comply with state law. It was required to be approved by the state.
- Rescind Volunteer Hours Guidelines Policy – Ryan Robinson stated that we can't solicit or require families to volunteer 30 hours so we are recommending rescinding this policy.
- Parent Classroom Observation Policy – Ryan Robinson reviewed the Parent Classroom Observation Policy. It sets guidelines on how and when parents can come and observe their child's classroom. It doesn't take away opportunities to volunteer in classrooms. It only addresses observing their child's classroom.
- Spain Study Aboard – Ryan Robinson stated that they currently have 53 students that have signed up for the Spain Study Abroad. It's the same format as in the past. Ryan asked if we could round it up to approve \$200,000. There was a discussion on increasing the Spain trip fee for next year due to increase in costs.
- Science In Action Trip Expense – Ryan Robinson stated that because the School pays for this trip, we will make sure that the cost is under \$30k for the entire trip. We may have to only take 6 students instead of 7.
- Amend Meteor Classroom Furniture Purchase – Ryan Robinson stated that this was a big project and he learned a lot. There were some items that were missed so they need to increase the total cost to be able to complete this project.

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Monte Poll made a motion to approve to following:

- ✓ **Approve the 2023-2024 Early Literacy Plan;**
- ✓ **Approve the amended Special Education Policies & Procedures Manual;**
- ✓ **Rescind the Volunteer Guidelines Policy;**
- ✓ **Approve the Parent Classroom Observation Policy;**
- ✓ **Approve the 9th Grade Spain Study Abroad Trip not to exceed \$200,000;**
- ✓ **Approve the Science in Action Spain trip expense not to exceed \$30,000;**
and
- ✓ **Approve to Amend the Meteor classroom furniture purchase from the not to exceed amount of \$700,000 to \$750,000.**

The votes were as follows:

Monte Poll – Aye

Maggie Arave – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

DISCUSSION ITEMS

➤ *Calendar Items* – Monte Poll

- Next PreBoard Meeting – September 19th @ 1 p.m.
- Next Board Meeting – October 4th
- Holiday Social – November 1st – There was a discussion on having some of the Spaniards cook a traditional Spanish meal for the Board and their significant other for the holiday social. Ryan will see what he can do and get back to the Board.
- NCSC24 Boston, MA – June 30 – July 3 – There was a discussion on having the annual board meeting at the NCSC24.

7:32 PM – Monte Poll made a motion to enter a CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a) located in the elementary library. The roll call votes were as follows:

Monte Poll – Aye

Maggie Arave – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

7:53 PM – Monte Poll made a motion to exit the CLOSED SESSION and ADJOURN. The votes were as follows:

Monte Poll – Aye

Maggie Arave – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

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

**North Davis Preparatory Academy
Board of Directors
Closed Session Statement
Wednesday, August 2, 2023**

Location: Elementary Library, 1765 W. Hill Field Rd., Layton, UT 84041



CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for NORTH DAVIS PREPARATORY ACADEMY entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-2(1)(a).

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 2nd day of August, 2023.

Monte Poll

Monte Poll
Board Chair

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

NDPA Board of Director's Meeting Wednesday, October 4, 2023

Action Item: *Amend 9th Grade Spain Study Abroad*

Issue

The board approves all expenses and purchases over \$25,000.

Background

At the August 2nd board meeting the board approved the 2023-2024 expenses for Spain Study Abroad Trip not to exceed \$197,000 which included an anticipate **53 students and 7 faculty chaperones** at \$3,270. Due to the prices in a continual flux, and unfortunately the current market has caused prices to increase compared to previous years. Looking at the cost of activities and flights, it is estimated that each student's trip will be approximately \$300 more for the 2024 year.

The calculated cost per student is now estimated at \$3,500 which includes the following:

- Airfare
- Lodging
- Meals
- Museum and Activity tickets
- Transportation
- Onsite local teachers of CLIC that teach and guide tours

Please note that we will not be increasing the cost of this trip for the students on the fee schedule, but we will be looking at that for next year. There are funds available for the School to absorb the increase.

Recommendation

It is recommended that the board amend the 9th Grade Spain Study Abroad Trip from not to exceed \$197,000 to not to exceed to not to exceed \$220,000.

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NDPA Board of Director's Meeting Wednesday, October 4, 2023

Action Item: *LEA-Specific Educator Licenses*

Issue:

The School's administration is requesting the following be a candidate(s) for an LEA-specific educator license.

3-Year License

1. Johanna Borba – Elementary License
2. Naomi Campbell – Secondary License with a College & Career Awareness & Digital Literacy endorsement and a Family & Consume Science Essential endorsement
3. Pablo Canteli Vigon – Secondary License with a Dual Immersion endorsement and Spanish endorsement
4. Kathryn Connolly – Secondary License with a Math Level 4 Secondary Math endorsement
5. Sonia DePedro – Dual Immersion endorsement
6. Lindsay Lovell – Secondary License with a Math Level 4 Secondary Math endorsement and a Business & Marketing (CTE/General) endorsement
7. Toni Loera – Elementary License
8. Jose Mendez – Dual Immersion endorsement and a Spanish endorsement
9. Marielcira Parra de Arocha – Secondary License with a Dual Immersion endorsement and a Spanish Endorsement

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. See attached spreadsheet for rationale on each candidate.

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The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the requests for an LEA-specific educator license for the teachers as follows:

- Johanna Borba – Elementary License;
- Naomi Campbell – Secondary License with a College & Career Awareness & Digital Literacy endorsement and a Family & Consume Science Essential endorsement;
- Pablo Canteli Vigon – Secondary License with a Dual Immersion endorsement and Spanish endorsement;
- Kathryn Connolly – Secondary License with a Math Level 4 Secondary Math endorsement;
- Sonia DePedro – Dual Immersion endorsement;
- Lindsay Lovell – Secondary License with a Math Level 4 Secondary Math endorsement and a Business & Marketing (CTE/General) endorsement
- Toni Loera – Elementary License;
- Jose Mendez – Dual Immersion endorsement and a Spanish endorsement; and
- Marielcira Parra de Arocha – Secondary License with a Dual Immersion endorsement and a Spanish Endorsement all for a period of 3-years.

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

SY23-24 LEA-S(pacific) Requests

Effective 8/2021, the following are NOT allowed for LEA-S: Audiologist, Deaf Education, Preschool Special Ed., School Psychologist, School Social Worker, Special Ed (K-12), Speech Language Pathologist, Speech Language Therapist

LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name	First Name	Years Approved (1, 2, 3)	Is this a RENEWAL Request from SY22-23? (Y/N)	License Area 1	Endorsement 1	Endorsement 2	Rational/Motions	Is Educator's Assignment in CACTUS? (Y/N)	Has LEA Specific tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)	Does Educator Have a current ETHICS check? (Y/N)
<i>Granite SD</i>	<i>1/5/21</i>	<i>999999</i>	<i>Example</i>	<i>Educator</i>	<i>3</i>	<i>N</i>	<i>Secondary</i>	<i>Math Level 3</i>	<i>Chemistry</i>	<i>Educator is enrolling in EPP Fall 2021</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>
North Davis Preparatory Academy	10/4/23	791553	Borba	Johanna	3		Elementary			1st year teaching doing APPEL	Y		Y	Y
North Davis Preparatory Academy	10/4/23	794635	Campbell	Naomi	3		Secondary	College & Career Awareness & Digital Literacy	Family & Consumer Sciences Essential	1st year teaching doing APPEL	Y		Y	Y
North Davis Preparatory Academy	10/4/23	794655	Canteli Vigon	Pablo	3		Secondary	Dual Immersion	Spanish	working on IGT with USBE	Y		Y	Y
North Davis Preparatory Academy	10/4/23	745839	Connolly	Kathryn	3	Y	Secondary	Math Level 4 Secondary Math		Critical skill position for LEA - Math	Y		Y	Y
North Davis Preparatory Academy	10/4/23	718798	De Pedro	Sonia	3			Dual Immersion		Critical skill position for LEA - DLI and working to complete Prof. Lic	Y		Y	Y
North Davis Preparatory Academy	10/4/23	794548	Lovell	Lindsay	3		Secondary	Math Level 4 Secondary Math	Business & Marketing (CTE/General)	1st year teaching doing APPEL	Y		Y	Y
North Davis Preparatory Academy	10/4/23	794549	Loera	Toni	3		Elementary			1st year teaching doing APPEL	Y		Y	Y
North Davis Preparatory Academy	10/4/23	761758	Mendez	Jose	3	Y		Dual Immersion	Spanish	Critical skill position for LEA - DLI	Y		Y	Y
North Davis Preparatory Academy	10/4/23	773312	Parra de Arocha	Marielcira	3		Secondary	Dual Immersion	Spanish	1st year teaching doing APPEL	Y		Y	Y

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NDPA Board of Directors Meeting Wednesday, October 4, 2023

Action Item: *2023-2024 Snow Removal Rate Sheet*

Issue:

It has been recommended by Academica West's legal team that the School go through the procurement process annually for the snow removal for both campuses if they do not enter into a contract with the snow removal company.

Background:

The School has been using **Extreme Green** for several years for their snow removal professional services. Extreme Green added a fuel surcharge last year which is based on the current gas price and the hours it takes to remove the snow. See table for pricing.

Elementary: **\$365.00**/per push

Jr. High: **\$525.00**/per push

All prices include:

- Snowplow (@ Elementary includes parking to the west – across the street)
- Sidewalks (includes all city walks)
- Salt
- Ice Melt for walks
- **A monthly minimum will be charged on months where no snow removal takes place (November-March). If you plow once the minimum is satisfied.
- Also note, Extreme Green charges per push at 2" increments. So if there is a 4" storm, the school will be billed at two 2" pushes.

The School has followed the procurement procedures by obtaining at least two competitive quotes. See the **Tovar** proposal attached.

Recommendation:

It is recommended that the board approve Extreme Green's snow removal rates of \$365 per push for the Elementary, \$525 per push for the Jr high, approve the accompanied fuel surcharge rate sheet and allow the Principal to accept on behalf of the School.

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

extreme green
 2085 West 150 South
 Ogden, UT 84404 US
 +1 8015647852
 scottmill33@yahoo.com

Estimate

ADDRESS
North Davis Preparatory Academy Elem. 352 North Flint Street Kaysville, UT 84037

SHIP TO
North Davis Preparatory Academy Elem. 352 North Flint Street Kaysville, UT 84037

ESTIMATE #	DATE
1016	09/06/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
snow plow n davis elementry	snowplow entire parking lot, snowplow all sidewalks. salt parking lot and de-ice Side all sidewalks.	1	365.00	365.00
snow plow n davis elementry	1 snow push per month will be charged in the event that it does not snow that month to help with equipment and employee costs starting November and ending in March.	1	0.00	0.00

SUBTOTAL	365.00
TAX	0.00
TOTAL	\$365.00

Accepted By

Accepted Date

extreme green
 2085 West 150 South
 Ogden, UT 84404 US
 +1 8015647852
 scottmill33@yahoo.com

Estimate

ADDRESS
North Davis Preparatory Academy Jr. 352 North Flint Street Kaysville, UT 84037

SHIP TO
North Davis Preparatory Academy Jr. 352 North Flint Street Kaysville, UT 84037

ESTIMATE #	DATE
1015	09/06/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
snow plow n davis jr	snowplow entire parking lot, snowplow all sidewalks. salt parking lot and de-ice Side all sidewalks.	1	525.00	525.00
snow plow n davis jr	1 snow push per month will be charged in the event that it does not snow that month to help with equipment and employees costs starting November and ending in March.	1	0.00	0.00

SUBTOTAL	525.00
TAX	0.00
TOTAL	\$525.00

Accepted By

Accepted Date

2022 Fuel surcharge table

Formula by hourly rate

From	To	% Surcharge	Hourly Rate	Hourly Surcharge
\$3.40	\$3.44	0.50%	400	2.00
\$3.45	\$3.49	1.00%	400	4.00
\$3.50	\$3.54	1.50%	400	6.00
\$3.55	\$3.59	2.00%	400	8.00
\$3.60	\$3.64	2.50%	400	10.00
\$3.65	\$3.69	3.00%	400	12.00
\$3.70	\$3.74	3.50%	400	14.00
\$3.75	\$3.79	4.00%	400	16.00
\$3.80	\$3.84	4.50%	400	18.00
\$3.85	\$3.89	5.00%	400	20.00
\$3.90	\$3.94	5.50%	400	22.00
\$3.95	\$3.99	6.00%	400	24.00
\$4.00	\$4.04	6.50%	400	26.00
\$4.05	\$4.09	7.00%	400	28.00
\$4.10	\$4.14	7.50%	400	30.00
\$4.15	\$4.19	8.00%	400	32.00
\$4.20	\$4.24	8.50%	400	34.00
\$4.25	\$4.29	9.00%	400	36.00
\$4.30	\$4.34	9.50%	400	38.00
\$4.35	\$4.39	10.00%	400	40.00
\$4.40	\$4.44	10.50%	400	42.00
\$4.45	\$4.49	11.00%	400	44.00
\$4.50	\$4.54	11.50%	400	46.00
Above	Below	% Surcharge	400	
\$4.55	\$4.59	12.00%	400	48.00
\$4.60	\$4.64	12.50%	400	50.00
\$4.65	\$4.69	13.00%	400	52.00
\$4.70	\$4.74	13.50%	400	54.00
\$4.75	\$4.79	14.00%	400	56.00
\$4.80	\$4.84	14.50%	400	58.00
\$4.85	\$4.89	15.00%	400	60.00
\$4.90	\$4.94	15.50%	400	62.00
\$4.95	\$4.99	16.00%	400	64.00
\$5.00	\$5.04	16.50%	400	66.00

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\$5.05	\$5.09	17.00%	400	68.00
\$5.10	\$5.14	17.50%	400	70.00
\$5.15	\$5.19	18.00%	400	72.00
\$5.20	\$5.24	18.50%	400	74.00
\$5.25	\$5.29	19.00%	400	76.00
\$5.30	\$5.34	19.50%	400	78.00
\$5.35	\$5.39	20.00%	400	80.00
\$5.40	\$5.44	20.50%	400	82.00
\$5.45	\$5.49	21.00%	400	84.00
\$5.50	\$5.54	21.50%	400	86.00
\$5.55	\$5.59	22.00%	400	88.00
\$5.60	\$5.64	22.50%	400	90.00
\$5.65	\$5.69	23.00%	400	92.00
\$5.70	\$5.74	23.50%	400	94.00
\$5.75	\$5.79	24.00%	400	96.00
\$5.80	\$5.84	24.50%	400	98.00
\$5.85	\$5.89	25.00%	400	100.00
\$5.90	\$5.94	25.50%	400	102.00
\$5.95	\$5.99	26.00%	400	104.00
\$6.00	\$6.04	26.50%	400	106.00
\$6.05	\$6.09	27.00%	400	108.00
\$6.10	\$6.14	27.50%	400	110.00
\$6.15	\$6.19	28.00%	400	112.00

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Proposal #15223

Date: 9/8/2023

Customer:

Kirk Blake
Academica West
290 North Flint Street
Kaysville, UT 84037

Property:

North Davis Preparatory Academy
1765 W Hill Field Rd
Layton, UT 84041

Winter Services 2023-24 (Per Push)

This Snow & Ice Management Services Agreement is made and entered into on [September 8, 2023 (the "Effective Date") by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and North Davis Preparatory Academy located at 1765 W Hill Field Rd Utah 84041 ("Customer").

In consideration of the mutual covenants and promises set forth below, Contractor and Customer agree as follows:

Services and Scope of Work. (a) Program Services. Customer requests and agrees to accept, and Contractor agrees to provide, such snow and ice maintenance program services ("Program Services", and together with Hourly Services, if any, referred to as "Services") from the 15th of November of a calendar year through the 15th of April of the succeeding calendar year ("Snow Season"), at the interval(s) and/or the times, as set forth in one or more applicable proposals, estimates, invoices, or scope of work (each, a "SOW") at the property described in the applicable SOW ("Premises"). Services are to be provided as weather conditions, transportation conditions, and conditions of the Premises permit; and the determination and evaluation of weather conditions shall be made by the Contractor in its sole but reasonable discretion. (b) Additional Services. Contractor shall not be required to perform any services other than the Services listed on a SOW. Any service described in a SOW as "Optional" indicates that this service is to be separately requested and paid for by Customer. If Customer requests any services in addition to the services set forth in a SOW, they will be invoiced on a per hour basis ("Hourly Services"), and the parties may enter into a supplemental SOW. (c) Obstructions. Contractor is not responsible for plowing or shoveling areas that are blocked by parked cars, locked gates, or other obstructions ("Obstructions"). Contractor will, however, make reasonable efforts to clear between and around any such Obstructions. In the event any such Obstructions result in any additional visits being necessary to complete Contractor's duties hereunder, additional fees may be incurred. (d) Extreme Conditions. Snow accumulations of over eight (8") inches may require use of additional or specialized equipment to remove snow accumulations from the Premises. Customer agrees to allow Contractor to bring in such equipment as needed to assist in the clearing of such accumulated snow. Because of additional equipment, fees for snow and ice removal during Extreme Conditions may be charged hourly. (e) Excavation Services. The trucking of snow off the Premises, the movement of snow within the Premises, or use of loaders to pile snow during snowstorms is excluded from the Program Services. Additional fees for Excavation Services will be charged hourly.

Fees and Payment. (a) Fees. Customer shall pay Contractor for the performance of the Services in the amounts and in accordance with the fees and/or rate schedule, as well as costs of all material and products, as set forth in the applicable SOW ("Fees"). For the Fees agreed to be paid in installments, the parties acknowledge that the installment plan for the Fees is implemented for Customer's

convenience and does not directly correspond with the schedule and time-and-materials value of Services, and that preparation for the Services is performed early in the season; accordingly, any early termination of the Agreement is subject to payment of all unpaid Fees (as liquidated damages and not as a penalty). (b) Invoices. Invoices shall include a reasonably detailed description of the Services performed or to be performed. (c) Payment. Unless otherwise specified in the applicable SOW, Customer is obligated to pay invoices within 30 days of the invoice date. If Customer has arranged for payment by credit card, Contractor is authorized to charge Customer's card on or after the invoice date. All invoices paid via credit card will be charged up to a four percent (4%) processing fee, subject to applicable state law. All amounts payable by Customer under this Agreement shall be paid to Contractor without setoff or counterclaim, and without any deduction or withholding. Contractor's acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Contractor's right to unpaid amounts. (d) Late Payment. Late payments shall be subject to interest on the unpaid invoice amount(s) until the date payment is received, at the annual rate of 18% or the highest rate permitted by law, whichever is lower. In addition, and without prejudice to any other right or remedy, if Customer fails to timely make any payment under this Agreement, Contractor may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Services, or (ii) terminate the Agreement and/or the applicable SOW immediately if payment of any invoiced undisputed amount remains overdue for more than 30 days. Customer shall be liable for all reinstatement fees imposed by Contractor to remove credit hold on account, as well as all costs and expenses arising out of Contractor's collection efforts on any invoiced undisputed amount and late charges, including reasonable attorney's fees. Invoices that are not disputed within 10 business days of the invoice date are conclusively deemed to be accepted as accurate by Customer.

Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

Termination. (a) Termination for Cause. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) Effect of Termination. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.

Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard snow & ice maintenance practices.

Customer's Responsibilities. Customer will permit adequate access to the Property as required to perform the Services in a timely, safe and efficient manner. For any and all actual or alleged incidents resulting in potential or apparent injury or damage, Customer shall promptly notify Contractor and assist in obtaining details and information required by Contractor. Customer agrees that if Customer fails to so promptly notify and assist Contractor, Customer shall indemnify, defend, and hold harmless Contractor, for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from any such incident.

Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Property, and that the Services set forth in the applicable SOW are permitted by all applicable laws. (b) Customer acknowledges that snow and ice are part of wintertime life in this area. Customer acknowledges that storms which bring snow, rain, sleet, or ice, coupled with changing temperature conditions, can create dangerous and hazardous conditions which can occur suddenly, frequently and without warning, and that such conditions are difficult to prevent and/or correct. Customer is aware of the risks associated with traversing across driveways, walkways or parking lots affected by winter weather conditions. Customer acknowledges that Contractor shall not be responsible, and to the maximum extent permitted under the applicable state law hereby waives any claims against Contractor, for personal injury of any kind resulting from natural accumulations or unnatural accumulations created by the actions of Customer or other third parties. (c) Customer represents and warrants that each person designated on the SOW as a Primary Contact is authorized to provide, modify, and approve, on Customer's behalf, work directions, and sign, modify or terminate SOW. Customer understands and agrees that Contractor shall be permitted to act upon the directions and apparent authority of each Primary Contact, unless and until Contractor receives written notice from Customer that a Primary Contact is no longer authorized to act on Customer's behalf, or that such Primary Contact's authority is limited. (d) Contractor will use commercially reasonable efforts to complete Services in the time frame set forth in the SOW. Contractor shall not be responsible for any delay that is due to weather conditions or other events beyond Contractor's control. (e) Unless otherwise stated in the applicable SOW, following completion of the work by Contractor, the proper maintenance of the site shall be the obligation of the Customer. (f) To the extent made part of the Commitment, Contractor may apply certain chemicals/products ("Treatment") to road surfaces, driveways, and sidewalks. Customer represents and agrees that the Treatment is appropriate for the respective surfaces and shall hold Contractor harmless from any damages caused by the application of the Treatment to the respective surfaces and surrounding areas, including vegetation. It is Customer's responsibility to install fencing or implement other measures to reduce chemical damage to vegetation. (g) EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (INCLUDING PARTY'S REPRESENTATIVES) MAKES ANY WARRANTIES TO THE OTHER PARTY, AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

Gas and Oil Price Escalation. Contractor's proposal is based on the average daily price for diesel/gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Diesel. If the price of fuel for diesel or gasoline increases to more than \$5.00 per gallon, the Fees shall automatically increase by an additional three percent (3%) going forward until the average drops below \$5.00 per gallon.

General.

Assignment. Neither party may assign this Agreement without the other party's prior written consent; provided, however, that no consent shall be required to assign this Agreement to an affiliate of Contractor, or pursuant to a merger, sale of assets or equity, consolidation, change of control or similar event. Any assignment in contravention of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

Independent Contractor. Contractor shall perform Services as an independent contractor and not as an employee of the Customer.

Law and Jurisdiction; Waiver of Trial by Jury. This Agreement shall be governed by, and construed according to, the laws of the state of Illinois, without regard to conflicts of laws principles. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts in the County of _____, State of Utah, and waives any objection (on the ground of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction. **THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) when delivered personally; (ii) upon receipt or refusal of delivery, when sent via a commercial courier that provides proof of delivery, fees prepaid, or (iii) via electronic delivery, receipt of which has been confirmed by electronic mail from the receiving party. All communications shall be addressed to the parties at their addresses as set forth in the SOW, unless such party has given notice to the other party in accordance with this Section of a change of address.

Force Majeure. Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, including, but not limited to, natural disaster or weather event, fire, explosions, physical access limitations, rules, regulations and restrictions imposed by any government or governmental agency (including, without limitation, water conservation regulations or guidelines), war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

Severability. If any part of this Agreement is found illegal or unenforceable, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement shall continue in full force and effect.

Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend, save and hold harmless the other party (the "Indemnified Party"), its offices, agents and employees, from all claims by third parties arising out of the performance of the Services; provided however, that such damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

Limitation of Liability. (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, ANY SCOPE OF WORK OR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER, OR FOR ANY DAMAGES CAUSED BY DELAY, RESTRICTION, SUSPENSION, OR TERMINATION OF SERVICES UNDER THIS AGREEMENT OR ANY SCOPE OF WORK, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (ii) Each party's aggregate liability to the other for damages with respect to any and all claims concerning the Services, or any other matter covered by this Agreement, regardless of the form of action, shall be limited to the amount of the aggrieved party's actual direct damages not to exceed the amount paid by Customer to Contractor under an applicable SOW in the six (6) month period immediately preceding the first event giving rise to such liability. The limitations in this Section shall not apply with respect to the liability for amounts due from Customer for non-payment of the Fees to Contractor and interest due on such amounts; or the liability for the costs of products and materials, if any, provided to Customer under this Agreement. (iii) Unless directly caused by gross negligence of the Contractor, in no event shall Contractor be responsible or liable for damage to landscaping caused by the piling of snow; damage to items that are snow-covered or not visible; damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated; personal injuries resulting from slip and fall accidents; or damages or injuries resulting from any services not specified or agreed upon in the Agreement. (iv) In no event shall Contractor be responsible or liable for any damages or injuries caused by the event beyond Contractor's Control, including without limitations the events listed in Section 15(e).

Entire Agreement; Modification and Waiver. This Snow & Ice Management Services Agreement together with any applicable SOW, constitute the entire agreement ("Agreement") with respect to the services provided by Contractor to Customer, and supersedes all prior agreements (both written and oral), with respect to such services. Unless otherwise expressly permitted in the Agreement, this Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Conflicting Terms. If there is a conflict between the terms of the Snow & Ice Management Services Agreement and a SOW, the SOW shall control.

Survival. The terms and conditions of any section reasonably expected to survive termination or expiration of the Agreement, including but not limited to the following sections: Fees and Payment, Indemnification, Limitation of Liability, and General, shall survive the expiration or termination of this Agreement.

Weather Data. (a) Snowfall Totals (regarding seasonal priced contracts.) Snowfall totals will be determined by a Certified Consulting Meteorologist. The information will come from the closest reporting city, within 7 miles of the contracted facility. (b) Snowfall Totals (regarding per occurrence priced contracts). It is understood that the amounts of snow can be different in even nearby areas, so Contractor's field personnel is authorized to make decisions of service based on conditions on site. It is understood and agreed that these decisions may not always match weather data, which is not available until after services are needed, therefore, services may not always match.

Snow Removal Services

Parking Per Push

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$180.00	\$180.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40

Site Check/No Service	1.00	Ea	\$0.00	\$0.00
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Parking Per Push : \$0.00

Sidewalks Per Push

Items	Quantity	Unit	Price/Unit	Price
Sidewalk Service (Push)	1.00	Ea	\$264.00	\$264.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40

Sidewalks Per Push : \$0.00

Parking Lot Clearing (T&M)

Items	Quantity	Unit	Price/Unit	Price
Truck Service Per Hr (Snow)	1.00	Hr	\$99.00	\$99.00
Skid Steer Per Hr (Snow)	1.00	Hr	\$148.00	\$148.00
Backhoe Per Hr (Snow)	1.00	Hr	\$148.00	\$148.00
Wheel Loader Per Hr (Snow)	1.00	Hr	\$197.00	\$197.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40

Parking Lot Clearing (T&M): \$0.00

Sidewalk Service Per Hr

Items	Quantity	Unit	Price/Unit	Price
Shovel Per Hr (Snow)	1.00	Hr	\$47.00	\$47.00
ATV Per Hr (Snow)	1.00	Hr	\$76.00	\$76.00
Snowrator Per Hr (Snow)	1.00	Ea	\$148.00	\$148.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

Sidewalk Service Per Hr: \$0.00

PROJECT TOTAL: \$0.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ Mapping and Staking (Per Hr)	\$104.00
_____ Warranty 5% on invoice total	\$0.00
_____ Service Level	\$0.00
_____ Billing Contact Name	\$0.00
_____ Billing Contact Email	\$0.00

Terms & Conditions

PER SERVICE

Snow Removal Parking Lot- Per Push

** Snow plowing to be provided per service to parking lot every 2-4 inches as well as after storm cleanups.

Snow Removal Sidewalks- Per Push

** Snow plowing to be provided per service to sidewalks every 2-4 inches as well as after storm cleanups.

Shovel Service

** Clearing sidewalks/cleanup/de-icing per man hour.

ATV Service

** Snow plowing/cleanup/de-icing of sidewalks with use of ATV with snow blade.

AS NEEDED SERVICES

Salt

** Salt application to parking lot areas with a \$85.00 minimum application per visit. (this price does not include replacement of plant and sod damage.) Labor not included.

Ice Melt

** Ice melt application to sidewalks and concrete areas with a \$50.00 minimum application per visit. (this price does not include replacement of plant and sod damage.) Labor not included.

Snow Hauling

** Snow removal from property with 16 yard semi truck and/or wheel loader.

Mapping and Staking

** Map property with approved areas for snow stacking. Stake corners and curbs for better visibility in winter to avoid curb damage. (Opting out of mapping will void warranty.) Stakes billed separately.

Warranty

** Warranty is a guarantee free replacement of any damage to curbs due to plows (after mapping has taken place) and/or loss of plants or sod due to salt and ice melt. It does not include repair of normal wear and tear on property.

By _____

By _____

Date 9/8/2023

Date _____

UT Commercial Snow

North Davis Preparatory Academy



Proposal #17369

Date: 10/3/2023

Customer:

Kirk Blake
Academica West
290 North Flint Street
Kaysville, UT 84037

Property:

North Davis Preparatory Academy
Junior High
1591 W Hill Field Rd
Layton, UT 84041

Winter Services 2023-24 (Per Push)

This Snow & Ice Management Services Agreement is made and entered into on [October 3, 2023 (the "Effective Date") by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and North Davis Preparatory Academy Junior High located at 1591 W Hill Field Rd Utah 84041 ("Customer").

In consideration of the mutual covenants and promises set forth below, Contractor and Customer agree as follows:

Services and Scope of Work. (a) Program Services. Customer requests and agrees to accept, and Contractor agrees to provide, such snow and ice maintenance program services ("Program Services", and together with Hourly Services, if any, referred to as "Services") from the 15th of November of a calendar year through the 15th of April of the succeeding calendar year ("Snow Season"), at the interval(s) and/or the times, as set forth in one or more applicable proposals, estimates, invoices, or scope of work (each, a "SOW") at the property described in the applicable SOW ("Premises"). Services are to be provided as weather conditions, transportation conditions, and conditions of the Premises permit; and the determination and evaluation of weather conditions shall be made by the Contractor in its sole but reasonable discretion. (b) Additional Services. Contractor shall not be required to perform any services other than the Services listed on a SOW. Any service described in a SOW as "Optional" indicates that this service is to be separately requested and paid for by Customer. If Customer requests any services in addition to the services set forth in a SOW, they will be invoiced on a per hour basis ("Hourly Services"), and the parties may enter into a supplemental SOW. (c) Obstructions. Contractor is not responsible for plowing or shoveling areas that are blocked by parked cars, locked gates, or other obstructions ("Obstructions"). Contractor will, however, make reasonable efforts to clear between and around any such Obstructions. In the event any such Obstructions result in any additional visits being necessary to complete Contractor's duties hereunder, additional fees may be incurred. (d) Extreme Conditions. Snow accumulations of over eight (8") inches may require use of additional or specialized equipment to remove snow accumulations from the Premises. Customer agrees to allow Contractor to bring in such equipment as needed to assist in the clearing of such accumulated snow. Because of additional equipment, fees for snow and ice removal during Extreme Conditions may be charged hourly. (e) Excavation Services. The trucking of snow off the Premises, the movement of snow within the Premises, or use of loaders to pile snow during snowstorms is excluded from the Program Services. Additional fees for Excavation Services will be charged hourly.

Fees and Payment. (a) Fees. Customer shall pay Contractor for the performance of the Services in the amounts and in accordance with the fees and/or rate schedule, as well as costs of all material and products, as set forth in the applicable SOW ("Fees"). For the Fees agreed to be paid in installments, the parties acknowledge that the installment plan for the Fees is implemented for Customer's

convenience and does not directly correspond with the schedule and time-and-materials value of Services, and that preparation for the Services is performed early in the season; accordingly, any early termination of the Agreement is subject to payment of all unpaid Fees (as liquidated damages and not as a penalty). (b) Invoices. Invoices shall include a reasonably detailed description of the Services performed or to be performed. (c) Payment. Unless otherwise specified in the applicable SOW, Customer is obligated to pay invoices within 30 days of the invoice date. If Customer has arranged for payment by credit card, Contractor is authorized to charge Customer's card on or after the invoice date. All invoices paid via credit card will be charged up to a four percent (4%) processing fee, subject to applicable state law. All amounts payable by Customer under this Agreement shall be paid to Contractor without setoff or counterclaim, and without any deduction or withholding. Contractor's acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Contractor's right to unpaid amounts. (d) Late Payment. Late payments shall be subject to interest on the unpaid invoice amount(s) until the date payment is received, at the annual rate of 18% or the highest rate permitted by law, whichever is lower. In addition, and without prejudice to any other right or remedy, if Customer fails to timely make any payment under this Agreement, Contractor may, in its sole discretion, take any or all of the following actions: (i) restrict or suspend Services, or (ii) terminate the Agreement and/or the applicable SOW immediately if payment of any invoiced undisputed amount remains overdue for more than 30 days. Customer shall be liable for all reinstatement fees imposed by Contractor to remove credit hold on account, as well as all costs and expenses arising out of Contractor's collection efforts on any invoiced undisputed amount and late charges, including reasonable attorney's fees. Invoices that are not disputed within 10 business days of the invoice date are conclusively deemed to be accepted as accurate by Customer.

Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

Termination. (a) Termination for Cause. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) Effect of Termination. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.

Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard snow & ice maintenance practices.

Customer's Responsibilities. Customer will permit adequate access to the Property as required to perform the Services in a timely, safe and efficient manner. For any and all actual or alleged incidents resulting in potential or apparent injury or damage, Customer shall promptly notify Contractor and assist in obtaining details and information required by Contractor. Customer agrees that if Customer fails to so promptly notify and assist Contractor, Customer shall indemnify, defend, and hold harmless Contractor, for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from any such incident.

Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Property, and that the Services set forth in the applicable SOW are permitted by all applicable laws. (b) Customer acknowledges that snow and ice are part of wintertime life in this area. Customer acknowledges that storms which bring snow, rain, sleet, or ice, coupled with changing temperature conditions, can create dangerous and hazardous conditions which can occur suddenly, frequently and without warning, and that such conditions are difficult to prevent and/or correct. Customer is aware of the risks associated with traversing across driveways, walkways or parking lots affected by winter weather conditions. Customer acknowledges that Contractor shall not be responsible, and to the maximum extent permitted under the applicable state law hereby waives any claims against Contractor, for personal injury of any kind resulting from natural accumulations or unnatural accumulations created by the actions of Customer or other third parties. (c) Customer represents and warrants that each person designated on the SOW as a Primary Contact is authorized to provide, modify, and approve, on Customer's behalf, work directions, and sign, modify or terminate SOW. Customer understands and agrees that Contractor shall be permitted to act upon the directions and apparent authority of each Primary Contact, unless and until Contractor receives written notice from Customer that a Primary Contact is no longer authorized to act on Customer's behalf, or that such Primary Contact's authority is limited. (d) Contractor will use commercially reasonable efforts to complete Services in the time frame set forth in the SOW. Contractor shall not be responsible for any delay that is due to weather conditions or other events beyond Contractor's control. (e) Unless otherwise stated in the applicable SOW, following completion of the work by Contractor, the proper maintenance of the site shall be the obligation of the Customer. (f) To the extent made part of the Commitment, Contractor may apply certain chemicals/products ("Treatment") to road surfaces, driveways, and sidewalks. Customer represents and agrees that the Treatment is appropriate for the respective surfaces and shall hold Contractor harmless from any damages caused by the application of the Treatment to the respective surfaces and surrounding areas, including vegetation. It is Customer's responsibility to install fencing or implement other measures to reduce chemical damage to vegetation. (g) EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (INCLUDING PARTY'S REPRESENTATIVES) MAKES ANY WARRANTIES TO THE OTHER PARTY, AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

Gas and Oil Price Escalation. Contractor's proposal is based on the average daily price for diesel/gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Diesel. If the price of fuel for diesel or gasoline increases to more than \$5.00 per gallon, the Fees shall automatically increase by an additional three percent (3%) going forward until the average drops below \$5.00 per gallon.

General.

Assignment. Neither party may assign this Agreement without the other party's prior written consent; provided, however, that no consent shall be required to assign this Agreement to an affiliate of Contractor, or pursuant to a merger, sale of assets or equity, consolidation, change of control or similar event. Any assignment in contravention of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

Independent Contractor. Contractor shall perform Services as an independent contractor and not as an employee of the Customer.

Law and Jurisdiction; Waiver of Trial by Jury. This Agreement shall be governed by, and construed according to, the laws of the state of Illinois, without regard to conflicts of laws principles. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts in the County of _____, State of Illinois, and waives any objection (on the ground of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise of such jurisdiction. **THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Notices. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given (i) when delivered personally; (ii) upon receipt or refusal of delivery, when sent via a commercial courier that provides proof of delivery, fees prepaid, or (iii) via electronic delivery, receipt of which has been confirmed by electronic mail from the receiving party. All communications shall be addressed to the parties at their addresses as set forth in the SOW, unless such party has given notice to the other party in accordance with this Section of a change of address.

Force Majeure. Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Customer's payment obligations) if the failure to perform the obligation is due to an event beyond its control, including, but not limited to, natural disaster or weather event, fire, explosions, physical access limitations, rules, regulations and restrictions imposed by any government or governmental agency (including, without limitation, water conservation regulations or guidelines), war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

Severability. If any part of this Agreement is found illegal or unenforceable, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement shall continue in full force and effect.

Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend, save and hold harmless the other party (the "Indemnified Party"), its offices, agents and employees, from all claims by third parties arising out of the performance of the Services; provided however, that such damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.

Limitation of Liability. (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, ANY SCOPE OF WORK OR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER, OR FOR ANY DAMAGES CAUSED BY DELAY, RESTRICTION, SUSPENSION, OR TERMINATION OF SERVICES UNDER THIS AGREEMENT OR ANY SCOPE OF WORK, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (ii) Each party's aggregate liability to the other for damages with respect to any and all claims concerning the Services, or any other matter covered by this Agreement, regardless of the form of action, shall be limited to the amount of the aggrieved party's actual direct damages not to exceed the amount paid by Customer to Contractor under an applicable SOW in the six (6) month period immediately preceding the first event giving rise to such liability. The limitations in this Section shall not apply with respect to the liability for amounts due from Customer for non-payment of the Fees to Contractor and interest due on such amounts; or the liability for the costs of products and materials, if any, provided to Customer under this Agreement. (iii) Unless directly caused by gross negligence of the Contractor, in no event shall Contractor be responsible or liable for damage to landscaping caused by the piling of snow; damage to items that are snow-covered or not visible; damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated; personal injuries resulting from slip and fall accidents; or damages or injuries resulting from any services not specified or agreed upon in the Agreement. (iv) In no event shall Contractor be responsible or liable for any damages or injuries caused by the event beyond Contractor's Control, including without limitations the events listed in Section 15(e).

Entire Agreement; Modification and Waiver. This Snow & Ice Management Services Agreement together with any applicable SOW, constitute the entire agreement ("Agreement") with respect to the services provided by Contractor to Customer, and supersedes all prior agreements (both written and oral), with respect to such services. Unless otherwise expressly permitted in the Agreement, this Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Conflicting Terms. If there is a conflict between the terms of the Snow & Ice Management Services Agreement and a SOW, the SOW shall control.

Survival. The terms and conditions of any section reasonably expected to survive termination or expiration of the Agreement, including but not limited to the following sections: Fees and Payment, Indemnification, Limitation of Liability, and General, shall survive the expiration or termination of this Agreement.

Weather Data. (a) Snowfall Totals (regarding seasonal priced contracts.) Snowfall totals will be determined by a Certified Consulting Meteorologist. The information will come from the closest reporting city, within 7 miles of the contracted facility. (b) Snowfall Totals (regarding per occurrence priced contracts). It is understood that the amounts of snow can be different in even nearby areas, so Contractor's field personnel is authorized to make decisions of service based on conditions on site. It is understood and agreed that these decisions may not always match weather data, which is not available until after services are needed, therefore, services may not always match.

Snow Removal Services

Parking Per Push

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$413.00	\$413.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Ice Melt (Per Lb)	1.00	Lb	\$0.38	\$0.38

Parking Per Push : \$0.00

Sidewalks Per Push

Items	Quantity	Unit	Price/Unit	Price
Sidewalk Service (Push)	1.00	Ea	\$360.00	\$360.00
Ice Melt (Per Lb)	1.00	Lb	\$0.38	\$0.38
Sidewalks Per Push :				\$0.00
PROJECT TOTAL:				\$0.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ Mapping and Staking (Per Hr)	\$104.00
_____ Warranty 5% on invoice total	\$0.00
_____ Billing Contact Name	\$0.00
_____ Billing Contact Email	\$0.00

Terms & Conditions

PER SERVICE

Snow Removal Parking Lot- Per Push

** Snow plowing to be provided per service to parking lot every 2-4 inches as well as after storm cleanups.

Snow Removal Sidewalks- Per Push

** Snow plowing to be provided per service to sidewalks every 2-4 inches as well as after storm cleanups.

Shovel Service

** Clearing sidewalks/cleanup/de-icing per man hour.

ATV Service

** Snow plowing/cleanup/de-icing of sidewalks with use of ATV with snow blade.

AS NEEDED SERVICES

Salt

** Salt application to parking lot areas with a \$85.00 minimum application per visit. (this price does not include replacement of plant and sod damage.) Labor not included.

Ice Melt

** Ice melt application to sidewalks and concrete areas with a \$50.00 minimum application per visit. (this price does not include replacement of plant and sod damage.) Labor not included.

Snow Hauling

** Snow removal from property with 16 yard semi truck and/or wheel loader.

Mapping and Staking

** Map property with approved areas for snow stacking. Stake corners and curbs for better visibility in winter to avoid curb damage. (Opting out of mapping will void warranty.) Stakes billed separately.

Warranty

** Warranty is a guarantee free replacement of any damage to curbs due to plows (after mapping has taken place) and/or loss of plants or sod due to salt and ice melt. It does not include repair of normal wear and tear on property.

By _____

By _____

Date 10/3/2023

Date _____

Lawn Butler Holdings, LLC.

North Davis Preparatory Academy
Junior High

NDPA Board of Director's Meeting Wednesday, October 4, 2023

Action Item: *Combining Internet Safety & Electronic Resources Policy*

Issue:

Combining NDPA's Internet Safety Policy and Electronic Resources Policy and adding some acceptable use sections to the combined policy.

Background:

State and federal law require NDPA to have an Internet Safety Policy and an Electronic Resources/Devices Policy. The law also requires these policies to be reviewed regularly by the School (at least once every three years). Because these policies are so intertwined, and to make the review process easier, NDPA admin would like to combine these two policies (the administrative procedures would be combined as well) under the Electronic Resources Policy. It is also recommended to add to the Electronic Resources Policy (and the administrative procedures) sections addressing student acceptable use of electronic resources and staff acceptable use of electronic resources, so that both NDPA students and NDPA staff will better know and understand the various acceptable use rules related using the School's computers, network, etc.

Recommendation:

It is recommended that the Board rescind the Internet Safety Policy so that it can be added to the Electronic Resources Policy & Administrative Procedures and approve the amended Electronic Resources Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

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

North Davis Preparatory Academy Electronic Resources Policy



PURPOSE

North Davis Preparatory Academy (the “School”) recognizes the value of computer and other electronic resources to facilitate student learning and help the School’s employees accomplish the School’s mission. The School has therefore made substantial investments to establish a network and provide various electronic resources for its students’ and employees’ use. Because of the potential harm to students and the School from misuse of these resources, the School requires the safe and responsible use of computers; computer networks, including e-mail and the Internet; and other electronic resources. This policy is intended to ensure such safe and responsible use and to comply with Utah Administrative Code Rule R277-495, the Children’s Internet Protection Act, and other applicable laws.

Electronic Devices and School Electronic Resources

The School recognizes that various forms of electronic devices are widely used by both students and employees and are important tools in today’s society. The School seeks to ensure that the use of electronic devices, both privately-owned devices and devices owned by the School, does not cause harm or otherwise interfere with the learning, safety, or security of students or employees. The Principal shall therefore establish reasonable rules and procedures regarding the use of electronic devices at School and School-sponsored activities in compliance with applicable laws.

Internet Safety

It is the policy of the School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act (47 U.S.C. § 254(h)). The Principal shall establish procedures to accomplish these objectives and ensure compliance with applicable laws.

Student Acceptable Use of School Electronic Resources

The School makes various electronic resources available to students. These resources include computers and other electronic devices and related software and hardware as well as the School’s network and access to the Internet. The School’s goal in providing such electronic resources to students is to enhance the educational experience and promote the accomplishment of the School’s mission.

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Electronic resources can provide access to a multitude of information and allow communication with people all over the world. Along with this access comes the availability of materials that may be considered inappropriate, unacceptable, of no educational value, or even illegal.

The Principal shall ensure that rules and procedures regarding students' use of the School's electronic resources are established and clearly communicated to students and their parents/guardians. The Principal will ensure that safeguards are in place to restrict access to inappropriate materials and that the use of the Internet and other electronic resources is monitored. The Principal shall ensure that students receive appropriate training regarding these rules and procedures.

Staff Acceptable Use of School Electronic Resources

Improper use of the School's electronic resources by employees has the potential to negatively impact students, damage the School's image, and impair the School's electronic resources. Therefore, this policy is intended to govern employees' and volunteers' use of the School's electronic resources, and employees must agree to these terms as a condition of employment. The Principal shall establish rules and procedures regarding employees' use of the School's electronic resources.

Review and Approval

The School shall review and approve this policy regularly to ensure that it continues to meet the School's needs.

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Electronic Resources

Administrative Procedures

These procedures are established in order to comply with and implement the Electronic Resources Policy adopted by the School's Board of Directors.

Electronic Devices/Resources

Definitions

“Electronic device” means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including: a smart phone, a smart or electronic watch, a tablet, or a virtual reality device.

“Instructional time” means the hours during the School day designated by the School for class instruction.

“Privately-owned electronic device” means an electronic device that is not owned or issued by the School to a student or employee.

“School Electronic Resources” means resources that include computers and other electronic devices and related software, hardware, the School's network and access to the Internet.

“School” means North Davis Preparatory Academy (NDPA) charter school

“School day” means the hours that make up the School day according to the School's schedule.

“School-sponsored activities” means field trips, curricular and extracurricular activities, and extended School-sponsored trips or activities, including School-provided transportation to and from such activities.

Responsible/Appropriate Student Use of Electronic Resources

- Students may possess or use privately-owned electronic devices at School during the School day and at School-sponsored activities to access information and communicate with others in a way that enhances the educational environment.
- Teachers or advisors shall determine if privately-owned electronic devices are allowed in their individual classrooms.

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- An individual other than a student that finds or confiscates a privately-owned electronic device may search the device for the purpose of determining the device's owner.

Irresponsible/Inappropriate Student use of Electronic Resources

- Electronic devices may not be used to view, access, download, store, or transmit pornography or other obscene or inappropriate material.
- Electronic devices may not be used to bully, threaten, humiliate, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees. See NDPA Bullying and Hazing Policy for additional details.
- Electronic devices may not be used in ways that violate local, state, or federal laws.
- Electronic devices may not be used during quizzes, tests, and standardized assessments except as otherwise provided herein.
- Picture taking or sound or video recording by students is prohibited in School unless authorized by a teacher or the Principal. Picture taking or sound or video recording by students is prohibited in private areas of the School such as locker rooms, counseling sessions, washrooms, and dressing areas.
- Students may not invade the privacy of others by accessing private information on others' electronic device without permission.
- Students may not send communications from another individual's personal electronic device or personal account at School or a School-sponsored activity with the intent of deceiving the receiver as to the identity of the sender.
- Students may not use School electronic resources to send communications with the intent of deceiving the receiver as to the identity of the sender.
- Students who participate in electronic communication that takes place outside the regular School day may be subject to disciplinary action if that communications substantially disrupts the educational process at school.
- In the event that one student's electronic device has been misused by another student, both students may be subject to disciplinary action.

Exceptions

The Principal may give permission for a student to possess an electronic device for good cause, including medical reasons, if the device does not distract from the instructional or educational process and is not otherwise used inappropriately.

Parents may make individualized requests for exceptions to this policy by contacting the Principal.

Procedures for determining appropriate/inappropriate use

- The Principal or designee shall conduct an appropriate investigation into alleged misuse of electronic devices.
- Electronic devices that are used inappropriately may be subject to search by the Principal if there is a reasonable suspicion that the device contains obscene or pornographic material

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or has been used to cheat or to threaten, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees.

Consequences for Irresponsible or Inappropriate Use of Electronic Resources

Consequences for misuse of electronic devices will be handled in accordance with the NDPA Bullying Policy or the NDPA Student Conduct and Discipline Policy. Both policies are clearly posted on the NDPA website.

The School may contact law enforcement if School employees believe that a student has used School electronic resources in connection with a violation of criminal law.

Students are personally responsible for School electronic resources provided to them. Students and their parents/guardians may be held responsible for loss or damage to such electronic resources.

Loss or Damage of Privately-Owned Electronic Devices

The School is not responsible for loss, damage or theft of any privately-owned electronic devices. The School will make reasonable efforts to notify parents/guardians that the School has a student's electronic device in its possession. Parents/guardians who show identification may retrieve confiscated electronic devices during School hours or by appointment. *The School will retain unretrieved electronic devices until the end of the School year, at which the devices will be disposed of in a manner that ensures that no data stored on the device may be retrieved.*

Notice of the Policy

The School will make the Electronic Resources Policy and these procedures accessible on the School's website, including in the same location as the School's Data Governance Plan required in R277-487.

Internet Safety

Definitions

Key terms are as defined in the Children's Internet Protection Act.

"Technology Protection Measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

- 1- Obscene, as that term is defined in section 1460 of title 18, United States Code.
- 2- Child Pornography, as that term is defined in section 2256 of title 18, United States Code;
or
- 3- Harmful to minors.

"Harmful to Minors" means any picture, image, graphic image file, or other visual depiction that:

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- 1- Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- 2- Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- 3- Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

“Sexual Act” and “Sexual Contact” have the meanings given such terms in section 2246 of title 18, United States Code.

Access to Inappropriate Material

To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the School online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children’s Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called “hacking” and other unlawful activities and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all members of the School staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children’s Internet Protection Act, the Neighborhood Children’s Internet Protection Act, and the Protecting Children in the 21st Century Act. This includes educating students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms as well as cyberbullying awareness and response.

Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of the Principal or designated representatives.

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

Student Acceptable Use Of School Electronic Resources

In order to use the School's electronic resources, students must be willing to abide by the rules of acceptable use. Use of the School's electronic resources is a privilege, and students have no expectation of privacy in connection with their use of the School's electronic resources.

Students who abuse this privilege by actions such as damaging the School's electronic resources; violating copyrights; bullying, hazing, intimidation, humiliation, harassment and threats; accessing pornography or other obscene or inappropriate material; inappropriate language; gambling; unauthorized games; hacking; invasion of the reasonable expectations of privacy of students or employees; or other unauthorized or inappropriate use, will be subject to discipline. Violation of policies and rules regarding use of the School's electronic resources may also result in confiscation of School-issued devices and denial of access to the School's electronic resources. This may result in missed assignments, inability to participate in required assignments and assessments, and possible loss of credit or academic grade consequences.

The School may contact law enforcement if School employees believe that a student has used School electronic resources in connection with a violation of criminal law, and criminal penalties may arise from inappropriate use of electronic resources. This applies to use of the School's electronic resources at any time and place, whether on or off School grounds.

Students are personally responsible for School electronic resources provided to them and the students and their parents/guardians may be held responsible for loss or damage to such electronic resources.

Parents play an important role in helping students understand what does and does not constitute acceptable use.

The School may establish agreements for students to sign acknowledging that they understand the rules for use of the School's electronic resources.

Staff Acceptable Use Of School Electronic Resources

These procedures apply to employees' and volunteers' use of the School's electronic resources, and employees must agree to these terms as a condition of employment.

At-Will Employment

Nothing in this policy is intended to create additional rights for any employee or to otherwise alter or amend the at-will nature of the employment relationship between the School and any employee.

The School's Rights

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

It is the School's policy to maintain an environment that promotes safe, ethical and responsible conduct in all activities involving the use of the School's electronic resources. The School recognizes its legal and moral obligation to protect the well-being of students and to preserve the integrity of its electronic resources. The School's rights in connection with its electronic resources include but are not limited to the following:

1. All data, files, programs, and materials downloaded with or used, sent, received, or stored upon the School's electronic resources are the School's property, and the School may deal with such items as it deems appropriate.
2. The School may log network use and monitor server space utilization by users and assumes no responsibility or liability for files deleted due to violation of server space allotments.
3. The School may remove a user account on the network with or without notice.
4. The School may monitor all user activities on the School's electronic resources, including but not limited to real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
5. The School may provide internal and external controls of network usage as appropriate and feasible, including but not limited to restricting online destinations through software or other means.
6. The School may limit or restrict, with or without notice, access to the School's electronic resources for those who do not abide by this policy or other direction governing the use of the School's electronic resources.
7. The School may determine, in its sole discretion, what materials, files, information, software, communications, and other content or activity are permitted or prohibited.
8. The School may delete or remove, with or without notice, any files, programs, data or other materials from any of the School's electronic resources.
9. The School may provide additional policies or guidelines regarding acceptable use of electronic resources.

Employees' Responsibilities Regarding Students' Use of Electronic Resources

Employees who supervise students, control electronic resources, or otherwise have the ability to observe student use of School electronic resources are responsible for educating students on appropriate use of the School's electronic resources. Such employees shall make reasonable efforts to monitor such use to ensure that it is consistent with applicable rules. Employees should make reasonable efforts to become familiar with the Internet and the use of the School's electronic resources to help ensure effective monitoring, instruction, and assistance.

User Responsibilities

Use of the School's electronic resources is a privilege intended to help employees fulfill their responsibilities and promote the School's mission. In order to maintain this privilege, users must agree to comply with this policy. Users who are aware of any violation of this policy by any employee must report the violation to the Principal. Employees are responsible for any School

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electronic resources issued to them at all times and may be held responsible for any inappropriate use, regardless of the user.

Employees may use privately-owned electronic devices at School or at School-sponsored activities in accordance with rules and procedures established by the Principal. Employees may not use privately-owned electronic devices at School or at School-sponsored activities to access inappropriate matter.

Violation of this policy is grounds for discipline, up to and including termination. The School may also notify law enforcement as appropriate, and such actions may subject an employee to criminal penalties.

Acceptable Use

Standards for acceptable use of the School's electronic resources include but are not limited to the following:

1. All use of the School's electronic resources, including but not limited to use of computers and other electronic devices, use of e-mail, and network and Internet access must be consistent with the School's mission.
2. Network accounts are to be used only by the authorized user of the account for the authorized purpose.
3. Users must take reasonable steps to protect the privacy of students. School employees and other members of the School community and must strictly maintain the confidentiality of information regarding such individuals.
4. Use of the School's electronic resources, whether inside or outside the School, must comply with the School's employee handbook, as established from time to time.
5. Employees must comply with applicable copyright laws, ethical rules, and other applicable laws and regulations.
6. Users must exercise appropriate professional judgment and common sense when transporting files to and from school, keeping in mind copyright and other legal issues, as well as ensuring that the non-School computers to or from which files are being transferred are employing appropriate virus-control technologies.
7. Users must exhibit professionally appropriate behavior when using the School's electronic resources in order to professionally represent and preserve the image the School.
8. Users must take reasonable precautions to protect the School's electronic resources in order to reduce repair costs, maintain the integrity of the network, and protect the School's assets. Employees who damage School electronic resources may be financially responsible for the cost of repair or replacement.
9. From time to time, the School will make determinations on whether specific uses of the School's electronic resources are consistent with the intent of this policy.

Unacceptable Use

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The following uses of the School's electronic resources are prohibited:

1. Excessive use of the School's electronic resources for personal matters. "Excessive use" includes but is not limited to use of electronic resources in a manner that interferes with an employee's performance of work-related responsibilities or with the functioning of the School's electronic resources.
2. Use of the School's electronic resources in connection with social networking sites for non-academic purposes is prohibited.
3. Use of the School's electronic resources for commercial or for-profit purposes.
4. Use of the School's electronic resources for product advertisement or political lobbying.
5. Personal electronic devices may only be connected to the School's network with appropriate authorization.
6. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users, or impersonating or misrepresenting other users of the School's network.
7. Unauthorized use or disclosure of personal student information in violation of R277-487 and the Family Educational Rights and Privacy Act, 34 CFR, Part 99.
8. Use of the School's electronic resources in a manner that disrupts the use of the network by others.
9. Destroying, modifying, or abusing the School's electronic resources in any way.
10. Use of the School's electronic resources in a manner that threatens or impairs the integrity or security of the network.
11. Use of the School's electronic resources for hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors.
12. Downloading or installation of any software, including shareware and freeware, for use on the School's electronic resources without the approval of the Principal or designee.
13. Use of any software on the School's electronic resources in violation of the applicable license or use agreement.
14. Use of the School's electronic resources to access, process, store, send or receive pornographic, sexually explicit or otherwise inappropriate material (as determined by the Principal).
15. Use of the School's electronic resources for downloading entertainment software, files or other material not related to the mission of the School. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the School.
16. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of federal copyright law.
17. Use of the School's electronic resources for any unlawful purpose.

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18. Use of the School's electronic resources to intentionally access, process, store, send or receive materials containing profanity, obscenity, racist terms, or other harassing, abusive, intimidating, threatening, discriminatory or otherwise offensive language or images.
19. Use of the School's electronic resources for playing games unless it is for instructional purposes or otherwise approved by the Principal or designee.
20. Participating in activities, including but not limited to the preparation or dissemination of content, which could damage the School's professional image, reputation and/or financial stability.
21. Permitting or granting access to the School's electronic resources, including but not limited to granting use of an e-mail or network account or password, to another individual, including but not limited to someone whose access has been denied or terminated.
22. Portable data storage devices may only be used to backup or transport files and data between computers and use of such devices for the operation of unauthorized portable applications is prohibited.
23. Establishing connections to live communications, including text, voice, or video, may only be done in a manner approved by the Principal or designee.
24. Malicious use of the School's electronic resources to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system.

Disclaimer

1. The School cannot be held responsible for information that is retrieved via the network.
2. Pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C. § 2510, et seq.), notice is hereby given that there are no facilities provided by the School's system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
3. The School is not responsible for any damage users may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the School's negligence or your errors or omissions.
4. Use of any information obtained is at the user's own risk.
5. The School makes no warranties (expressed or implied) with respect to:
 - o The content of any advice or information received by a user, or any costs or charges incurred as a result of seeing or accepting any information;
 - o Any costs, liability, or damages caused by the way the user chooses to use his or her access to the network.
6. The School reserves the right to change its policies and rules at any time.

Privacy

Use of and access to the School's electronic resources is provided to employees as a tool for the School's business. The School reserves the right to monitor, inspect, copy, review, store or remove, at any time, without prior notice, any and all usage of the School's electronic resources

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such as the network and the Internet, including but not limited to e-mail, as well as any and all materials, files, information, software, electronic communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of the School. Employees should have no expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this policy.

Training

The School will provide, within the first 45 days of each school year, a school-wide or in-classroom training to employees and students that covers:

- The contents of these procedures;
- The importance of digital citizenship;
- The School's conduct and discipline related consequences as related to a violation of these rules;
- The School's general conduct and discipline policies;
- The benefits of connecting to the Internet and utilizing the School's Internet filters while on School property; and
- Any specific rules governing the permissible and restricted uses of privately-owned electronic devices while in a classroom.

Each educator who allows the use of a privately-owned electronic device in the classroom must clearly communicate to parents and students the conditions under which the use of such a device is allowed.

The School will provide an annual notice to all parents of the location of information for in-home network filtering options (<https://consumerprotection.utah.gov/edu/filtering.html>) as provided for in Utah Code § 76-10-1231.

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North Davis Preparatory Academy Internet Safety Policy



POLICY

It is the policy of North Davis Preparatory Academy (the “School”) to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act (47 U.S.C. § 254(h)).

Definitions

Key terms are as defined in the Children’s Internet Protection Act.

“Technology Protection Measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

- 4- Obscene, as that term is defined in section 1460 of title 18, United States Code.
- 5- Child Pornography, as that term is defined in section 2256 of title 18, United States Code; or
- 6- Harmful to minors.

“Harmful to Minors” means any picture, image, graphic image file, or other visual depiction that:

- 4- Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- 5- Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- 6- Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

“Sexual Act” and “Sexual Contact” have the meanings given such terms in section 2246 of title 18, United States Code.

Access to Inappropriate Material

To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

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Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the School online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking" and other unlawful activities and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all members of the School staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. This will include educating students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms as well as cyberbullying awareness and response.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Principal or designated representatives.

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NDPA Board of Director's Meeting Wednesday, October 4, 2023

Action Item: *Amended Attendance Policy*

Issue:

The school needs to amend its Attendance Policy and procedures.

Background:

As a result of the USBE recently amending R277-607 on attendance, truancy, and absenteeism, and as a result of the passage of HB 400 from this past legislative session, the school needs to amend its Attendance Policy and procedures. These amendments include, among others, reducing the frequency by which the Board must review the policy (reducing the review requirement from annually to regularly); removing the requirement for the Board to annually review the school's attendance data; defining what constitutes "chronic absenteeism;" adding what the school does to prevent chronic absenteeism; including a more specific appeals process when parents want to challenge a notice of truancy, notice of compulsory education, or disciplinary measures taken against their student because of attendance issues; removing the habitual truant referral requirements; and addressing the interplay between student absences for mental or behavioral health reasons and the school's responsibility to provide FAPE.

Recommendation:

It is recommended that the Board approve the amended Attendance Policy.

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North Davis Preparatory Academy Attendance Policy



POLICY

North Davis Preparatory Academy (the “School”) is committed to providing a quality education for every student. The School firmly believes that consistent attendance teaches students responsibility. Students learn the value of being punctual and prepared. Frequent absences and tardiness result in a loss of continuity of instruction. Also, frequent absences and tardiness prove disruptive for students, teachers, and staff. Excessive unexcused absences may lead to a student’s permanent dismissal from the School.

Parents are expected to take a proactive role in ensuring their children attend school. We recommend families plan their vacation schedule around the existing School calendar. When possible, medical and dental appointments should take place outside of school hours and parents should notify the School in advance of any absence. Parents and students are responsible for obtaining homework or assignments for the time period which the student is absent.

The School intends for this policy to be consistent with the provisions of Utah’s compulsory education laws, Utah Code Ann. §§ 53G-6-201 through 53G-6-208, as well as Utah Administrative Code Rule R277-607.

The Principal will establish attendance procedures consistent with this policy and applicable law and will ensure that the policy and procedures are distributed to parents.

Review

The School’s Board of Directors shall review this policy ~~annually~~regularly. ~~The Board shall also annually review attendance data and consider revisions to this policy to encourage student attendance.~~

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Attendance

Administrative Procedures

These procedures are established in accordance with the Attendance Policy established by the School's Board of Directors.

Definitions

"**Absence**" or "**absent**" means the failure of a school-age child assigned to a class or class period to attend a class or class period. "Absence" or "absent" does not mean multiple tardies used to calculate an absence for the sake of a truancy.

"Chronic absenteeism" or "chronically absent" means a student misses 10% or more of days enrolled, for any reason, and makes a school aware that a beginning of tiered supports may be needed.

"**Valid excuse**" or "**excused absence**" means an absence resulting from:

- a) an illness, which may be either mental or physical, regardless of whether the school-age child or parent provides documentation from a medical professional;
- b) mental or behavioral health of the school-age child;
- c) a death of a family member or close friend;
- d) a scheduled family event or a scheduled proactive visit to a health care provider in accordance with Section 53G-6-803(5);
- e) a family emergency;
- f) an approved school activity;
- g) a preapproved extended absence for a family activity or travel, consistent with school policy; or
- h) an absence permitted by an individualized education program or Section 504 accommodation plan, developed pursuant to relevant law.

The Principal has the discretion to consider other absences as "valid excuses."

"Valid excuse" or "excused absence" does not mean a parent acknowledgement of an absence for a reason other than those described above.

"**Habitual truant**" means a school-age child who:

- (1) is in grade 7 or above and at least 12 years old;
- (2) is subject to the requirements of Section 53G-6-202; and
- (3)(a) is truant at least ten times during one school year; or (b) fails to cooperate with efforts on the part of school authorities to resolve the school-age child's attendance problem as required under Section 53G-6-206.

"**School-age child**" means a minor who is at least six years old but younger than 18 years old and who is not emancipated.

"**School day**" means the portion of a day that school is in session in which a school-age child is required to be in school for purposes of receiving instruction.

"**Truant**" means a condition by which a school-age child, without a valid excuse, is absent for ~~(a) at least half of the school day; or (b) if the school-age child is enrolled in a learner verified program, as that term is defined by the State Board of Education, the relevant~~

~~amount of time under the School's Learner Validated Program Policy.~~ A school-age child may not be considered truant under this policy more than one time during one day.

Attendance Requirements: Students are ~~allowed a maximum of~~ expected to have no more than five (5) unexcused absences per year.

Excused Absences: An oral or written communication documenting a valid excuse must be received from the student's parents/guardian within one (1) business day of the absence in order for the absence to be excused. In the event of multiple consecutive absences, written communication must be received within one (1) business day of the student's return to school.

In the event of an unforeseeable illness or emergency, the School should be notified as soon as reasonably possible.

Preapproved Extended Absence: A parent/guardian may request approval from the principal prior to a student's extended absence of up to ten (10) days per school year. The principal will approve the absence if the principal determines that the extended absence will not adversely impact the student's education.

Medical Documentation: The School may not require documentation from a medical professional to substantiate a valid excuse that is a mental or physical illness.

Make-up Work: Make-up work is permitted for students who have excused absences. The teacher will provide the student or the parent/guardian with any make-up work upon request. Make-up work must be completed within a reasonable time-frame as determined by the teacher.

Tardiness: A student is tardy if he or she is not in the assigned classroom when the late bell rings. In general, tardiness will be handled on an individual basis with the teacher. If a student is chronically tardy, then the student may be referred to the administration. ~~Elementary students are allowed five (5) tardies per quarter. Middle school students are allowed three (3) tardies per class each quarter.~~

Notification of Absences and Tardies: In the event a student is absent, parents/guardians will be notified by phone on the day of the absence. Parents and students are responsible for tracking the total number of absences and tardies. Parents ~~will~~ may be notified when their student reaches the 4th unexcused absence of the year or if their student is excessively tardy. ~~Parents of elementary students will be notified when their child is tardy for the 4th time during a given quarter. Parents of Middle school students will be notified if their child is tardy for the 2nd time in a class for the given quarter.~~ If a student reaches five (5) or more the maximum limit for unexcused absences or tardiness is reached, the Principal will attempt to schedule a meeting with the parents to review the situation and will outline the appropriate corrective action.

~~**Grounds for an Appeal:** Students who believe that all or part of their absences and/or tardies should be considered excused may provide a written request to the administrator to review their case.~~

Notice of Compulsory Education Violation

The School may issue a "notice of compulsory education violation" to a parent/guardian of a school-age child who is in grades 1 through 6 if the student is truant at least five (5) times during the school year.

This notice shall:

1. Direct the parent/guardian to meet with School authorities to discuss the student's attendance problem and cooperate with the principal and Board to secure regular attendance by the student;
2. Designate the School authorities with whom the parent/guardian is required to meet;
3. State that it is a class B misdemeanor for the student's parent/~~or~~ guardian to intentionally or recklessly fail to meet with the designated school authorities to discuss the student's attendance problems, or fail to prevent the student from being truant an additional five (5) or more times during the remainder of the school year; and
4. Be served on the parent/guardian by personal service or certified mail.

If School personnel have reason to believe that, after a notice of compulsory education violation is issued, the parent/~~or~~ guardian has failed to make a good faith effort to ensure that the child receives an appropriate education, the issuer of the compulsory education violation shall submit report to the Division of Child and Family Services the report information required by Utah Code Subsection 53G-6-202(8) (also in accordance with the School's Child Abuse and Neglect Reporting Policy).

Chronic Absenteeism ~~Truancy~~ Prevention and Intervention Program

The School's Chronic Absenteeism ~~Truancy~~ Prevention and Intervention Program is established to encourage good attendance, improve academic outcomes, and reduce negative behaviors. Through this program, the School hopes to create a trusting relationship between teachers, students, and parents/guardians.

The School's efforts to prevent chronic absenteeism include, but are not limited to:

- Serving students breakfast and lunch at the School each school day;
- Providing classroom and/or schoolwide rewards and/or incentives to students for good attendance.
- Notifying parents/guardians by phone each time a student is absent, and making such notification on the day of the absence.
- Contacting parents/guardians of students who reach four (4) and/or five (5) unexcused absences to try to resolve the students' attendance problems.
- Providing parents/guardians with notices of compulsory education violations or notices of truancy, as appropriate and as outlined herein.
- Providing parents/guardians with the School's attendance policies and procedures each year at the time of registration.

~~and to facilitate the processing of~~ The School will seek to help ~~chronically truant~~ students struggling with absenteeism (including chronically absent students) ~~students~~ through implementing research or evidence-based alternative absenteeism and dropout prevention interventions ~~or the juvenile court~~. Those efforts will include documented earnest and persistent efforts to resolve a student's attendance problems through the following interventions ~~as follows~~:

- ~~• Annual notification of the School's attendance policies will be provided to the parents of all students at the time of registration.~~
- When a student's attendance is negatively affecting the student's learning, the classroom teacher will notify the student and/or the student's parent/guardian(s) of the concern. The teacher will set up a conference with the student and/or the student's parent/guardian(s) to identify and resolve any problems that prevent the student from attending school. The student's progress will be monitored.
- If meeting with the student and parent/guardian(s) does not adequately address the problems and the student's learning continues to suffer, then the School counselor or Principal will work with the teacher and parent/guardian(s) in finding a solution to the problems that are preventing the student from attending to his/her learning. Efforts to resolve the problems may include, but are not limited to, the following: making adjustments to the curriculum or the schedule; counseling of the student by School authorities; mentoring the student; providing the student with increased academic support; teaching the student executive function skills such as planning, goal setting, understanding and following multi-step directions, and self-regulation; considering alternatives proposed by the parent/guardian; or providing the parent/guardian with a list of community resources to help the family.
- The Principal may consult with a parent/guardian to determine if mitigating circumstances such as medical or psychological problems indicate the use of intervention methods for resolving the attendance problems.
- In the event that the preceding interventions fail, ~~the Principal a certified letter will be sent to contact~~ the parent/guardian(s) and requesting a formal meeting ~~with the administrator to discuss and resolve~~ the attendance problems. A copy of of the communication (the letter, email, etc.) ~~and mailing certificates~~ will be kept by the School.
- The Principal will notify the student and a parent/guardian of the actions the School may take should the student be truant in the future.

Notice of Truancy

Consistent with Section 53G-6-203, the School may issue a notice of truancy to a school-age child who is in grade 7 or above, at least 12 years old, and is truant at least five (5) times during the school year.

A notice of truancy will only be issued after the School has made earnest and persistent efforts to resolve student attendance problems, which efforts may include those set forth above.

A notice of truancy will:

1. Direct the school-age child who receives the notice of truancy, and the parent/guardian of the school-age child, to meet with School authorities to discuss

- the student's attendance problem and cooperate with the Principal and Board to secure regular attendance by the student;
2. Designate the School authorities with whom the school -age child and parent/guardian is required to meet.

A notice of truancy will be served on the parent/guardian by personal service or regular mail. The parent/guardian will have the right to appeal a notice of truancy in writing to the Principal within ten (10) days of being issued.

Referrals for Habitual Truancy

~~In accordance with Utah Code § 53G-8-211(4), the School shall refer a school-age child for prevention and early intervention youth services, as described in Section 62A-7-104, by the Division of Juvenile Justice Services for being a habitual truant if the school-age child refuses to participate in an evidence-based alternative intervention described in Utah Code § 53G-8-211(3)(b), including:~~

- ~~• a mobile crisis outreach team;~~
- ~~• a youth services center operated by the Division of Juvenile Justice Services;~~
- ~~• a youth court or comparable restorative justice program; or~~
- ~~• other evidence-based interventions created and developed by the School or other governmental entities as set forth in Subsection 53G-8-211(3)(b)(v).~~

~~The School may refer a school-age child who is a habitual truant to juvenile court or a law enforcement officer or agency if the student refuses to participate in an evidence-based alternative intervention described in Subsection 53G-8-211(3)(b) and fails to participate in prevention and early intervention youth services provided by the Division of Juvenile Justice Services as provided above.~~

~~A referral to juvenile court or a law enforcement officer or agency will include:~~

- ~~1. Attendance records for the student;~~
- ~~2. A report of evidence-based alternative interventions used by the School before the referral, including outcomes.~~
- ~~3. The name and contact information of the School representative assigned to actively participate in the court process with the student and the student's family;~~
- ~~4. A report from the Division of Juvenile Justice Services that demonstrates the minor's failure to complete or participate in prevention and early intervention youth services as set forth in Utah Code § 53G-8-211(4); and~~
- ~~5. Any other information that the School considers relevant.~~

Appeals Process

Parents/guardians who believe that all or part of their student's absences and/or tardies should be considered excused, or if they want to contest a notice of truancy, notice of compulsory education,

or any disciplinary action taken against their student pursuant to the School's Attendance Policy or these procedures, shall follow the School's Parent Grievance Policy.

Students with Qualified Disabilities

If students with disabilities under the Individuals with Disabilities Education Act, or students protected under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, have excessive absences, including but not limited to absences for mental or behavioral health reasons, and fall within the criteria of these procedures, the School will ensure that these procedures are applied in a manner consistent with all applicable state and federal laws and regulations. Excused absences for known mental or behavioral health reasons do not absolve the School of FAPE responsibilities.

Annual Report

The School shall annually report the following data separately to the State Board of Education:

1. absences with a valid excuse; and
2. absences without a valid excuse.

NDPA Board of Director's Meeting Wednesday, October 4, 2023

Action Item: *Amended Fee Waiver Policy*

Issue:

All amended policies are required to approved by the Board. Due to the USBE rule amendments, the Fee Waiver Policy needs to be revised.

Background:

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.

Recommendation:

It is recommended that the Board approve the amended Fee Waiver Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

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

North Davis Preparatory Academy Fee Waiver Policy



PURPOSE

North Davis Preparatory Academy (the “School”) must abide by the Utah State Board of Education rules which direct the School’s Board of Directors (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 sSchool-sponsored activities.

POLICY

Under the direction of the Board, the School’s principal (the “Principal”) 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 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, paint, 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.

“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.

“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 ~~provisions~~requirements 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 Principal 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.

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.

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 Principal 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 Principal. 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 Principal 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. 1232g (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.

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.

Fee Waiver Approval Process

The Principal 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 Principal 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.

~~The School will maintain documentation of fee waiver applications and decisions that is adequate to report the required information to the Utah State Board of Education.~~ Each year the School will maintain documentation 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, 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 by the Utah State Board of Education as part of its monitoring of the School's school fees practices.

Appeal Process

Denial of eligibility for a waiver may be appealed in writing to the Principal 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 Principal to discuss the parent's concerns. If, after meeting with the Principal, 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 Principal 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.