

Maria Montessori Academy Board of Directors Meeting

Date: October 19, 2023

Time: 5:30 PM

Location: 2505 N. 200 E., North Ogden, UT 84414



The mission of Maria Montessori Academy is to provide an individualized grade K-9 education that promotes academic excellence founded on the authentic philosophy of Dr. Maria Montessori. MMA will craft each child's education in partnership with educators and parents to achieve higher levels of academic, personal and social achievement, thereby preparing students to become constructive contributors to their community.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- August 17, 2023 Board Meeting and Closed Session Minutes

PUBLIC COMMENT (limited to three-minutes each)

REPORTS

- Administrative Report
- Financial Report

VOTING AND DISCUSSION ITEMS

- LEA Specific Licenses
- Cybersecurity Insurance Coverage
- Something to Talk About Agreement
- Snow Removal Agreement
- Policy Amendments:
 - Student Conduct and Discipline Policy
 - Attendance Policy
 - Selection and Purchase of Instructional Materials Policy

TRAINING

- Governance vs. management

CALENDARING

- Next Board Meeting November 16, 2023 @ 5:30pm
- Overall Board Meeting Schedule

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).

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call 801-444-9378. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

Maria Montessori Academy

Board of Directors Meeting

Date: August 17, 2023

Location: 2505 N. 200 E., North Ogden, UT 84414

Board Members Present: Sarah Fonnesebeck, Logan Kashanipour, Wendy Eastman, Caroline Kellogg, Nancy Lindeman

Others Present: Sara Tucker, Janey Stoddard, Jon McQueary, Hannah Dorius, Jeff Hirst, Trissa Fonnesebeck

Excused: January Stagg



MINUTES

CALL TO ORDER

- Wendy Eastman called the board meeting to order at 5:50PM.

CONSENT ITEMS

- June 24, 2023, Board Meeting and Closed Session Minutes
Caroline Kellogg made a motion to approve 06.24.2023 board meeting and closed session minutes and 06.29.2023 board meeting minutes. Logan Kashanipour seconded the motion. The motion passed unanimously. Votes were as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fonnesebeck, Aye; Logan Kashanipour, Aye.

PUBLIC COMMENT

- No public comment

Janey Stoddard entered the meeting at 6:05PM

REPORTS

- Administrative Report
 - Professional Learning Grant
Sara Tucker discussed marketing and enrollment and made the board aware that they are fully staffed for the year. She also informed the board of goals for the upcoming year. She also informed the board that they were approved for the professional learning grant. Numbers have increased to 418 students. Back to school night was the highest attended it has ever been.
- Financial Report
John McQueary reviewed the current budget and the proposed budget for the upcoming year. The budget is operating as expected. Audits with Eide Bailly are underway. John McQueary provided a review of the scoring on the annual fraud risk assessment. The score is in good standing. Board members received the ethical commitment to sign.

VOTING AND DISCUSSION ITEMS

- Board Member Terms & Elected Officers

The board had a chance to meet and interview all potential members. They are happy to extend an offer to Nancy Lindeman to become an official member of the board.

Sarah Fannesbeck made a motion to approve a 2-year term for Nancy Lindeman as a new board member. All other board member terms and officers to remain the same. Caroline Kellogg seconded. Motion passed; with votes as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fannesbeck, Aye; Logan Kashanipour, Aye.

- Early Learning Plan

Janey Stoddard presented the Early Learning Plan – this plan includes goals for math and language arts and strategies to accomplish these goals. The plan was preapproved by the state. The board received a copy of the plan in their documentation packet.

- Special Education Policies and Procedures Manual

The Special Education Policies and Procedures Manual was updated according to the new laws from the previous legislative session. The administration reviewed the manual, and the board received a redlined version in their packet. Janey Stoddard explained the changes in the policies in detail.

- Policy Amendments:

- Bullying and Hazing Policy
- Fee Waiver Policy

The amendments to the above policies were discussed. The amendments will allow the school to be in compliance with the new laws from the previous legislative session. The board received a redlined version in their packet. Each policy was explained to the board. Bullying policy was amended to include requirements to provide resources on the healthy use of social media.

- Roof Top Unit and Installation Expenses

Jon McQueary reviewed the need for a new roof top unit and presented the new proposal from H & M Heating Inc. to the board for \$7,500. There was no email correspondence when the unit was initially installed. Jon is going to find out who authorized the unit. The unit they “replaced” was having issues and they paid for maintenance. The unit should have been under warranty.

This expense was tabled.

- ETS Master Service Agreement

Sara Tucker reviewed the need for technology services and presented the new proposal from ETS to the board for \$38,275.36. She talked with them to agree on a number below their normal hourly price.

- PDK Security System

Sara Tucker reviewed the need for a PDK Security System and presented the switch from their current system to PDK Security Systems. The contract was transferred. ETS manages PDK. Badges capable of scanning individuals for building entry were installed by PDK and are now in use.

Insurance Coverage

Jeff Hirst spoke to the board and answered their questions regarding coverage and computer fraud. Ransomware coverage is not included but is an available extra service. Jeff will get a quote for an additional cyber policy and present it to the board at a later date.

Sarah Fannesbeck made a motion to approve the Insurance Coverage as presented. Logan Kashanipour seconded the motion. Votes were as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fannesbeck, Aye; January Stagg, Aye, Logan Kashanipour, Aye, Nancy Lindeman, Aye. Motion passed.

- iReady Purchase

Sara Tucker reviewed the need for extra iReady licenses to fulfill the need for all students and presented the new proposal to the board for \$6,000. iReady is the app they use for Language Arts and Math. It was piloted last year and 175 of the licenses for the current school year were paid for through the technology grant.

Sarah Fannesbeck made a motion to approve iReady for up to \$6000 as presented. Caroline Kellogg seconded the motion. Votes were as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fannesbeck, Aye; Logan Kashanipour, Aye, Nancy Lindeman, Aye. Motion passed.

Wendy Eastman made a motion to approve the Early Learning Plan, Special Education Policies and Procedures Manual, Bullying and Hazing policy amendments, Fee Waiver policy amendments, ETS Master Agreement, Insurance Coverage, and iReady Purchase as presented. Logan presented the motion. Caroline Kellogg seconded the motion. Motion passed; with votes as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fannesbeck, Aye; January Stagg, Aye, Logan Kashanipour, Aye, Nancy Lindeman, Aye.

CALENDARING

The next Board Meeting is scheduled for September 14, 2023 @ 5:30pm

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).

Caroline Kellogg made a motion and 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) to be held at Maria Montessori Academy; Sarah Fannesbeck seconded. Votes were as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fannesbeck, Aye; Logan Kashanipour, Aye. Motion passed.

ADJOURN

At 7:25 PM, Sarah Fannesbeck made a motion to come out of closed session and adjourn. Caroline seconded the motion. The motion passed unanimously. Votes were as follows: Wendy Eastman, Aye; Caroline Kellogg, Aye; Sarah Fannesbeck, Aye; Logan Kashanipour, Aye.

**Maria Montessori Academy
Board of Directors Closed Session**
Meeting Date: August 17, 2023
Location: 2505 N 200 E, North Ogden, UT 84414



CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for Maria Montessori 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 17th day of August, 2023, at 2505 N 200 E, North Ogden, UT 84414.

Wendy Eastman
Wendy Eastman, Board Chair

MMA Director Report for October 2023

Marketing & Enrollment

MARKETING

- Tours for interested families continue
- We put up more of our own activities and events on Facebook to increase interest
- Advertisement at Walker Cinema is now for a full year at multiple locations
- In newsletter that we are still registering
- Several new students from word of mouth!

ENROLLMENT 2022-2023 (as of October 16 , 2023)

Fully Registered

K =70

1st = 53

2nd = 43

3rd = 43

4th = 42

5th = 30

6th =36

7th= 37

8th= 29

9th= 21

TOTAL = 404

STAFFING

fully staffed with teachers and assistants!

FACILITIES UPDATE

- We are awaiting a response from the State regarding the School Safety Grant. I wrote the grant requesting about \$184,000 in safety upgrades for the school. Fingers crossed!
- Our Accreditation certificate came in the mail, so we are official!
- We are the 2023 Award Winner from the North Ogden Magazine Choice Award!

Goals for the upcoming year

- Improve communication between teachers and parents
- Build on behavior management that has been implemented and improve the skills of all through training and follow through
- Implement new math curriculum and work to build up the math scores
- Increase professional development opportunities

Maria Montessori Academy

Statement of Activities

Created on September 10, 2023

For Prior Month

Maria Montessori Academy

	Annual	Year-to-Date	
	June 30, 2024	August 31, 2023	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	86,550	10,218	11.8 %
Revenue From State Sources	4,060,190	719,781	17.7 %
Revenue From Federal Sources	201,500	0	0.0 %
Total Income	<u>4,348,240</u>	<u>729,999</u>	<u>16.8 %</u>
Expenses			
Instruction/Salaries	1,920,000	110,279	5.7 %
Employee Benefits	452,500	24,912	5.5 %
Purchased Prof & Tech Serv	490,000	52,214	10.7 %
Purchased Property Services	215,750	42,924	19.9 %
Other Purchased Services	102,600	27,338	26.6 %
Supplies & Materials	257,500	62,987	24.5 %
Debt Services & Miscellaneous	812,000	127,914	15.8 %
Total Expenses	<u>4,250,350</u>	<u>448,568</u>	<u>10.6 %</u>
Total Net Income	<u>97,890</u>	<u>281,431</u>	<u>287.5 %</u>

Maria Montessori Academy
Statement of Financial Position
Created on September 10, 2023
For Prior Month

	Period Ending 08/31/2023	Period Ending 08/31/2022
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	2,314,690	2,165,455
Accounts Receivables	62,483	147,160
Total Current Assets	2,377,173	2,312,615
Net Assets		
Fixed Assets	12,290,762	12,310,831
Depreciation	(2,698,161)	(2,411,303)
Total Net Assets	9,592,601	9,899,528
Total Assets & Other Debits	11,969,774	12,212,143
Liabilities & Fund Equity		
Current Liabilities	38,591	37,941
Long-Term Liabilities	10,314,609	10,656,948
Fund Balance	1,335,143	1,107,674
Net Income	281,431	409,580
Total Liabilities & Fund Equity	11,969,774	12,212,143

SY23-24 LEA-S(pecific) Requests

Effective 8/2021, the follow

LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name	First Name	Years Approved (1, 2, 3)
Granite SD	1/5/21	999999	Example	Educator	3
Maria Montessori Academy		769266	Cipullo	Candice	3
Maria Montessori Academy		759518	Deaton	David	3
Maria Montessori Academy		503380	Holliday	Lisa	3
Maria Montessori Academy		745742	Newton	Lauren	3
Maria Montessori Academy		786716	Winter	Zach	3

ning are NOT allowed for LEA-S: Audiologist, Deaf Education, Preschool Special E

Is this a RENEWAL Request from SY22-23? (Y/N)	License			
	Area 1	Endorsement 1	Endorsement 2	Endorsement 3
N	Secondary	Math Level 3	Chemistry	
N		Instructional Coach		
N	Secondary	Physical Education (Grades k-12)		
N		Music (K-12)		
N		Science Core	Social Studies Composite	
N		Social Studies Composite		

id., School Psychologist, School Social Worker, Special Ed (K-12), Speech Language Pathologist, Speech Lang

Rational/Motions	Has LEA Specific			
	Is Educator's Assignment in CACTUS? (Y/N)	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>Educator is enrolling in EPP Fall 2021</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>
She is completing the endorsement	Y		Y	Y
He is working on getting his CA license trans	Y		Y	Y
Has had a license and is working on getting	Y		Y	Y
is working on licensure	Y		Y	Y
is completing his degree and working on lice	Y		Y	Y

uage Therapist

Portfolio of Insurance Coverage

Prepared for

Maria Montessori Academy

Presented by



October 18, 2023



Your Insurance Contacts:

Jeff Hirst

Jeff.Hirst@american-ins.com

Contract Review

Claims Assistance



Joni Konschot

Joni.Konschot@American-Ins.com

Certificates

Policy Changes

Phone: (801) 364-3434

Fax: (801) 355-5234



Cyber Risk Liability Coverage

Insurer: Underwriters at Lloyd's of London (AM Best Rating A)

Effective 9/12/2023

Cyber Incident Response	Deductible	Limit for Each Claim
Incident Response Costs	\$0	\$1,000,000
Legal and Regulatory Costs	\$5,000	\$1,000,000
IT Security and Forensic Costs	\$5,000	\$1,000,000
Crisis Communication Costs	\$5,000	\$1,000,000
Privacy Breach Management Costs	\$5,000	\$1,000,000
Third-Party Privacy Breach Management Costs	\$5,000	\$1,000,000
Post Breach Remediation Costs	\$0	\$50,000
<u>Cyber Crime</u>	<u>Deductible</u>	<u>Limit for Each & Every Claim</u>
Funds Transfer Fraud	\$5,000	\$250,000
Theft of Funds Held in ESCROW	\$5,000	\$250,000
Theft of Personal Funds	\$5,000	\$250,000
Extortion	\$5,000	\$1,000,000
Corporate Identity Theft	\$5,000	\$250,000
Telephone Hacking	\$5,000	\$250,000
Push Payment Fraud	\$5,000	\$50,000
Unauthorized Use of Computer Resources	\$5,000	\$250,000
<u>System Damage and Bus. Interruption</u>	<u>Deductible</u>	<u>Limit for Each & Every Claim</u>
System Damage and Rectification Costs	\$5,000	\$1,000,000
Income Loss and Extra Expense	\$5,000	\$1,000,000
Additional Extra Expense	\$5,000	\$100,000
Dependent Business Interruption	\$5,000	\$1,000,000
Consequential Reputational Harm	\$5,000	\$1,000,000
Claim Preparation Costs	\$0	\$25,000
Hardware Replacement Costs	\$5,000	\$1,000,000
<u>Network Security & Privacy Liability</u>	<u>Deductible</u>	<u>Aggregate Limit</u>
Network Security Liability	\$5,000	\$1,000,000
Privacy Liability	\$5,000	\$1,000,000
Management Liability	\$5,000	\$1,000,000
Regulatory Fines	\$5,000	\$1,000,000
PCI Fines, Penalties, and Assessments	\$5,000	\$1,000,000
<u>Media Liability</u>	<u>Deductible</u>	<u>Aggregate Limit</u>
Defamation	\$5,000	\$1,000,000
Intellectual Property Rights Infringement	\$5,000	\$1,000,000
<u>Court Attendance Costs</u>	<u>Deductible</u>	<u>Aggregate Limit</u>
Court Attendance Costs	\$0	\$100,000



Premium Summary

Insurer: Underwriters at Lloyd's of London

Term: TBD

Coverage	Proposed Premium
Cyber Premium	\$2,560.00
Broker Fee	\$400.00
Carrier Policy Fee	\$150.00
Surplus Lines Tax	\$132.18
Stamping Office Fee	<u>\$5.60</u>
Total	\$3,247.78

Broker fees and policy fees are fully earned at binding.

Review of Named Insureds

Named Insured(s)

Maria Montessori Academy

Underwriters at Lloyd's of London Insurance Company is non-admitted in the state of Utah.

No coverage is provided by this summary.

This summary is an abbreviated outline of coverages, not a legal contract. It is provided to facilitate your understanding of the proposed insurance program. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to binding coverage.



Guide to AM Best's Financial Strength Ratings

Category	Rating	Definition
Superior	A+, A++	Assigned to companies that have a superior ability to meet their ongoing obligations.
Excellent	A-, A	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.
Good	B+, B++	Assigned to companies that have, in our opinion, a good ability to meet their ongoing obligations to policyholders.
Fair	B, B-	Assigned to companies that have, in our opinion, a fair ability to meet their current obligations to policyholders but are financially vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+, C++,	Assigned to companies that have, in our opinion, a marginal ability to meet their current obligations to policyholders and are financially vulnerable to adverse changes in underwriting and economic conditions.
Weak	C, C-	Assigned to companies that have, in our opinion, a weak ability to meet their current obligations to policyholders and are financially very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	Assigned to companies that have, in our opinion, a poor ability to meet their current obligations to policyholders and are financially extremely vulnerable to adverse changes in underwriting and economic conditions.
Under Regulatory Supervision	E	Assigned to companies (and possibly their subsidiaries/ affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control, or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.
In Liquidation	F	Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent.
Suspended	S	Assigned to companies that have experienced sudden and significant events affecting their balance sheet strength or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.
Not Rated	NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Additional Information

American Insurance has been honored with the Assurex Excellence Award since 2005. This national award recognizes the caliber of our Quality Assurance Program. We are proud of the high level of professional service we provide to our clients. In keeping with our commitment to excellence, please note the following:

❖ **No coverage is provided by this proposal**

This proposal is an abbreviated outline of coverages, not a legal contract. It is provided to facilitate your understanding of the proposed insurance program. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to binding coverage.

❖ **Coverage in this proposal may be contingent upon certain underwriting items**

Additional information may be required by the company before binding coverage, such as a completed application, a list of all drivers and their license numbers, or a satisfactory inspection of your operations by a representative of the carrier.

❖ **We have been dependent upon you for information in evaluating your exposure to loss**

If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operations or buying additional property, etc., please let us know so proper coverage can be discussed. Property values are determined by you and higher limits may be available. If you would like a quote for higher limits at any time, please let us know.

❖ **American Insurance has signed agency agreements with insurers in order to place your business**

These agreements often allow us to earn and receive contingent commission income and other incentive compensation based on factors that are not client specific. Factors earning incentive compensation and contingent commissions include but are not limited to, total premium volume and the overall profitability of all business written. Upon your written request, we will provide additional information concerning our agency agreements with the insurers with whom we place your business.

❖ **It may be necessary to utilize surplus lines markets**

The surplus lines market is a supplemental market of insurance companies that do not have a certificate of authority to write insurance in the state. An "admitted" carrier is admitted to do business in a particular state by the state insurance department. A "non-admitted" carrier does not have a certificate of authority from the state and has no protection afforded under any Utah Guarantee Fund mechanism.

Something to Talk About, LLC

Somethingtotalkaboutspeech@gmail.com

Katie Poland M.S., CCC-SLP
Heather Ferguson M.S., CCC-SLP
197 West 2050 south
Perry UT 84302
435.830.8647

Renewal Contract for Speech Therapy Services Maria Montessori Academy 2023-24 School Year

Specifications

Something To Talk About, LLC will provide speech/language therapy services for students within the District, grades K-9 for an estimated forty-two (42) hours per week. Services will initiate on **August 9, 2023** for the 2023-2024 school year and are renewable yearly. This agreement may be terminated by either party by giving thirty (30) days written notice. Services will be billed at seventy-one dollars (\$71) per hour for work done by a speech language pathologist (SLP); this includes work done at home that is directly related to servicing students such as writing IEP's, scoring evaluations and writing evaluation reports. Work that is done by the speech-language technician (SLT) will be billed at fifty-three (\$53) per hour. Services will be billed to Maria Montessori School on the first day of the following month. Payment for services is expected by the fifteenth of each month. Payments not received by the last day of the month will be subject to a \$100 late fee. The services to be provided include:

- Provide Kindergarten articulation and language screeners.
- Provide hearing screeners on Kindergarten, 1st and 3rd graders.
- Provide consultative and direct speech/language therapy services.
- Consult with teachers, parents, and other professionals
- Screen and/or evaluate each student in all areas of suspected language dysfunction as identified by the RTI team or the IEP team members for possible services. Evaluations and reports will be completed within timelines required by the school district and IDEA.
- Review progress of each student in the therapy program and document progress with the same frequency as general education students.
- Revise IEP goals and objectives with IEP team members, as needed, and make recommendations to parents and other professionals as appropriate.
- Confer with classroom teachers concerning the classroom application of speech therapy recommendations.
- Participate in the individual education planning process by collaborating with special education and general education teachers as appropriate for each student who is to receive speech/language therapy.
- Maintain appropriate records and files for students receiving speech/language therapy.
- Maintain current speech therapy evaluations for students receiving speech/language therapy services so as to be in compliance with IDEA.

The speech-language pathologist (SLP) will possess and maintain current licensure and credentials as required by the Utah State Board of Education (USBE).

Something To Talk About, LLC

Date

Maria Montessori Academy

Date



Proposal #15224

Date: 9/8/2023

Customer:

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

Property:

Maria Montessori Academy
2505 N 200 E
North Ogden, UT 84414

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 Maria Montessori Academy located at 2505 N 200 E Utah 84414 ("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	\$360.00	\$360.00
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

Parking Per Push : \$0.00

Sidewalks Per Push

Items	Quantity	Unit	Price/Unit	Price
Sidewalk Service (Push)	1.00	Ea	\$440.00	\$440.00
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

Maria Montessori Academy

The Groundsman:

Maria Montessori Academy:

Plowing parking lot & carpool loop-\$400 per push Salting Parking lot & carpool loop-\$400 per salting(as needed)

Sidewalks-\$60 per man/hr Ice Melt-\$30 per bag

Policy Summary:



Selection and Purchase of Instructional Materials Policy

SB 55 from the last legislative session (which is now codified in Utah Code § 53G-5-404) states that when charter school governing boards select and approve instructional materials for use in the classroom, the board has to go through the following process: (1) post the instructional material online (or, for copyrighted material, make available at the school) to allow for the public and school's educators to review; (2) hold at least two public board meetings where the public and school's educators have an opportunity to make public comment on the instructional materials; and (3) approve the instructional materials in a public board meeting no earlier than the second public board meeting at which public comment on the instructional materials was allowed.

As a result of SB 55, the recommendation is to revise the school's Selection and Purchase of Instructional Materials Policy to clarify that the school's board delegates to the principal/director the authority and responsibility to select and approve instructional materials for the school except under limited circumstances where the board is specifically required by law to approve instructional materials. The revisions provide the process the principal/director must go through to select and approve instructional materials – e.g., must select and approve instructional materials that meet the required criteria, must involve parents in the consideration of instructional materials (which is required by R277-468), etc. The revisions also provide the process the board must go through to select and approve instructional materials – i.e., the posting/two-board meeting/public comment requirement process explained above. Additional revisions to the policy have been recommended to make the policy more consistent with law and USBE rule, including the requirement to include parents in the review of complaints about the school's instructional materials (whether the complaint goes to the board or to the principal/director per the school's grievance policies).

Attendance Policy

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.

Student Conduct and Discipline Policy

This past summer the USBE amended R277-609, which is a rule governing LEA discipline and safety. In addition, during the past legislative session the legislature passed HB 304, which is a bill covering juvenile justice revisions. The changes to R277-609 and the passage of HB 304 necessitate amending the school's Student Conduct and Discipline Policy and/or procedures. These amendments include

modifying the requirements related to referring students to evidence based-alternative interventions when they are alleged to have committed certain offenses on school property; adding a new section requiring the school to use a multidisciplinary team and to develop a reintegration plan after receiving a notification from the juvenile court or law enforcement that one of its students is alleged to have committed a violent felony or weapons offense; and updating the requirements related to the school's administrative student conduct and discipline plan, which includes clarifying that this plan must be consistent with the school's required plan for harassment and discrimination free learning (the school's administration has already created the school's plan for harassment and discrimination free learning). Other minor revisions have also been made to the policy to make it more consistent with law and rule.



1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

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

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

The School will promote and require:

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

1.2 Beliefs and Expectations

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

Beliefs:

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

Expectations:

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

1.3 Procedural Philosophy

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

Procedures:

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

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

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

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

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

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

Due process to protect the rights of students will include:

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

2. ENVIRONMENT

2.1 Safe School Environment

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

2.2 Discrimination Prohibited

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

3. DEFINITIONS

3.1 Suspension

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

3.2 Expulsion

For purposes of this policy, expulsion means the formal process of dismissing a student from School and excluding the student from all programs and activities for the period of expulsion. The School may work with parents to identify alternative educational placement and programs for the student where appropriate and feasible.

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

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

3.4 Disruptive Student Behavior

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

3.5 Parent

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

above.

3.6 Qualifying Minor

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

3.7 School Year

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

3.8 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.

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

4.1 Suspension

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

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

[b] willful destruction or defacing of School property;

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

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

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

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

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

[h] any criminal activity;

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

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

4.1.2 A student shall be suspended or expelled from School for

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

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

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

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

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

4.2 Expulsion

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

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

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

[a] Within forty-five (45) days after the expulsion, the student and their parent or guardian shall appear before the Case Management Team (“**CMT**”), which consists of the Principal, a special education teacher, the School's Title 1 specialist, and two classroom teachers and shall also include a Board designee when expulsions are considered.

[b] The CMT shall determine:

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

(ii) if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53G-8-208, and what conditions must be met by the student in

order to ensure the safety of students and faculty at the School; and

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

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

4.3.2 Students with Disabilities under IDEA and Section 504

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act is determined to have carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

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

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

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

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

[c] misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use medication at school only in accordance with the School's Administration of Medication Policy.

4.4.2 Students with Disabilities under Section 504

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

4.4.3 Drug Testing

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

[b] Any student who has been suspended or expelled for a violation of Section 4.4 may be

required to provide a clean drug test and evidence of completion of drug assessment and/or drug counseling programs as a condition of readmission to School. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent or guardian.

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

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

4.4.4 Students with Disabilities under IDEA

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

4.5 Gangs

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

4.5.1 Gang Activity and Apparel Prohibited

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

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

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

[c] Soliciting others for membership in a gang;

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

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

[f] Committing any illegal act; or

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

4.5.2 Confiscation of Gang Items

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

4.5.3 Consultation with Law Enforcement Authorities

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

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

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

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

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

4.7 Possession or Use of Electronic Cigarette Products

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

4.7.2 The Principal or their designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 16 of this policy.

4.7.3 The Principal 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.

5. AUTHORITY TO SUSPEND OR EXPEL

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

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

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

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

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

Regular education students may be suspended for longer than ten (10) days or expelled in accordance with the Due Process requirements of section 9, below.

Expulsions shall be reviewed by the CMT and the conclusions reported to the Board at least once each year if the parent/guardian of the expelled student has expressed a desire for the student to return to the School. However, this does not alter the effect of Section 13, below.

5.3.1 Parental Responsibility

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

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

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

5.4 Authority to Institute Change of Placement for Student with Disabilities

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

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

6.1 Efforts to Resolve Disruptive Student Behavior Problems

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

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

6.2 Notice of Disruptive Student Behavior

6.2.1 Authorization. The Principal is authorized to issue notices of disruptive student behavior to students who are qualifying minors.

6.2.2 Criteria for Issuing Notice. The Principal will issue a “notice of disruptive student behavior” to a qualifying minor who:

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

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

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

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

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

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

6.3 Habitual Disruptive Student Behavior Notice

6.3.1 Criteria for Issuing Notice. The Principal may issue a “habitual disruptive student behavior notice” to a qualifying minor who:

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

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

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

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

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

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

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

[c] “Youth court” means the same as that term is defined in § 80-6-901, including that it is a diversion program that provides an alternative disposition for cases involving minors who have committed minor offenses in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

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

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

[a] if the alleged offense is a class C misdemeanor, an infraction, or a status offense on School property, the minor may be referred:

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

(1) a mobile crisis outreach team;

- (2) youth services center, as defined in § 80-5-102;
- (3) a youth court or comparable restorative justice program;
- (4) an evidence-based alternative intervention created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v); or
- (5) a tobacco cessation or education program if the offense is a violation of § 76-10-105; or

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

[b] Except as provided in Subsection [c] below, if a minor is alleged to have committed an offense on School property that is a class C misdemeanor, an infraction, or a status offense, the minor may be referred directly to a law enforcement officer or agency or the juvenile court only if:

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

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

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

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

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

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

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

7.1.1 Talking with the student;

7.1.2 Class schedule adjustment;

7.1.3 Phone contact with the parent or legal guardian;

7.1.4 Informal parent/student conferences;

7.1.5 Behavioral contracts;

7.1.6 After-school make-up time;

7.1.7 Short-term in-school suspension (ISS);

7.1.8 Short-term at-home suspensions;

7.1.9 Appropriate evaluation;

7.1.10 Law enforcement assistance as appropriate.

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

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

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

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

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

8.2 The Principal shall also notify the non-custodial parent, if requested in writing, of the suspension.

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

8.2.2 The custodial parent is responsible to provide the School a certified copy of any court order under subsection 8.2.1.

8.3 The Principal shall document the charges, evidence, and action taken.

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

8.5 If the student denies the charges, the student shall be provided with an explanation of the evidence and an opportunity to present his/her version of the incident to the Principal.

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

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

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

9.1 If the Principal believes that a student should be suspended for more than ten (10) days or expelled, the Principal shall refer the matter to the CMT.

9.2 Prior to sending the referral, but in no instance longer than ten (10) days after the suspension began, the Principal shall meet with the parent or guardian to discuss the charges against the student and the proposed discipline.

9.2.1 The Principal shall also notify the non-custodial parent, if requested in writing, of the possible suspension or expulsion as outlined in section 8.2 of this policy.

9.3 The referral to the CMT shall include all relevant documentation of the student's violation(s), including any written student statements, written witness statements, evidence of an informal school hearing, and evidence of a Principal meeting with parent or guardian and written parental input, as applicable.

9.4 Notice to Student and Parent/Guardian

If the CMT determines, after considering the totality of the circumstances, that a student should be suspended for longer than ten (10) school days or expelled, the Principal shall send written notice by certified mail, return receipt requested, to the student's parent or legal guardian, which includes all of the following elements:

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

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

9.4.3 a statement that a due process hearing may be requested in writing within ten (10) working days of receipt of the notice;

9.4.4 a statement that, if a hearing is requested, the Board has the authority to appoint an impartial Hearing Officer(s), who may be an employee of the School;

9.4.5 a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a hearing is requested in a timely manner and the Hearing Officer determines otherwise;

9.4.6 the mailing date of the notice; and

9.4.7 a statement that, if a hearing is not requested within ten (10) working days after receipt of the notice, the School's decision to suspend or expel the student will be final, and the parent's right to oppose the School's decision will be waived.

9.5 Hearing Procedures

If a hearing is requested in response to the notice of expulsion, the following procedures shall apply:

9.5.1 After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request

9.5.2 A written Hearing Notice shall be sent to the parent or guardian informing the parent or guardian of:

[a] the name of the Hearing Officer;

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

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

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

[e] the right of any party to appeal to the entire Board within ten (10) working days following the decision if the party disagree with the Hearing Officer's decision;

[f] the right of all parties to examine all relevant records; and

[g] the right of all parties to representation by counsel or otherwise at the hearing.

9.5.3 The Hearing Officer shall conduct the hearing on the record and shall:

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

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

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

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

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

9.5.4 Hearing Rules

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

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

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

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

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

[e] parties may be represented by counsel or otherwise.

9.6 Appeals

9.6.1 Within ten (10) working days following receipt of the hearing Officer's written decision, either party may appeal the decision, in writing, to the entire Board.

9.6.2 Within ten (10) working days following receipt of the appeal, the Board shall rule on the appeal.

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

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

10.1 Required Services

10.1.1 504 and ADA Students

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

10.1.2 IDEA

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

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

the student to appropriately progress in the general curriculum and advance toward achieving the goals set out in the student's IEP.

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

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

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

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

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

10.3 Change of Placement Due to Student's Serious Misconduct

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

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

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

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

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

10.4 Parental Notice

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

10.5 IEP Meetings for Manifestation Determination

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

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

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

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

(i) Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the student;

(ii) Observations of the student; and

(iii) The student's IEP and placement; and

[b] Then determines whether:

(i) The conduct in question was caused by or had a direct and substantial relationship to the child's disability; or

(ii) The conduct in question was the direct result of the School's failure to implement the student's IEP.

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

10.5.5 Determination that Behavior was not Manifestation of Disability

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

10.5.6 Determination that Behavior was Manifestation of Disability

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

10.6 IEP Meetings for Functional Behavioral Assessments

10.6.1 Post-Discipline Functional Behavioral Assessments

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

10.6.2 Pre-Discipline Behavioral Intervention Plans

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

10.7 Placement During Appeals and Stay Put

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

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

11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN

11.1 Elements of Plan

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

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

11.1.2 effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social emotional skills;

11.1.3 systematic methods for reinforcement of expected behaviors;

11.1.4 uniform and equitable methods for correction of student behavior;

11.1.5 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;

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

11.1.7 an ongoing staff development program related to development of:

[a] student behavior expectations;

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

[c] effective intervention strategies; and

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

11.1.8 procedures for ongoing training of appropriate School personnel in:

[a] crisis management;

[b] emergency safety interventions; and

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

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

11.1.10 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);

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

[a] bullying;

[b] cyber-bullying;

[c] hazing;

[d] retaliation; and

[e] abusive conduct;

11.1.12 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;

11.1.13 direction for dealing with bullying and disruptive students;

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

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

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

11.1.17 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;

11.1.18 strategies to provide for necessary adult supervision;

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

11.1.20 notice to employees that violation of Rule R277-609 may result in employee discipline or action;

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

11.1.22 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

(iv) a comparable restorative justice program; and

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

11.2 Plan Consistent with this Policy

The administrative Student Conduct and Discipline Plan shall be consistent with this policy, including without limitation the provisions in Section 6 regarding notices of disruptive student behavior and the emergency safety intervention policies and procedures set forth in Section 18. It shall also be consistent with the School's Plan for Harassment and Discrimination Free Learning, which shall be developed by the Principal in accordance with § 53G-8-802 and R277-609.

12. EXTRACURRICULAR ACTIVITIES

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

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

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

14. INVESTIGATIONS

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

14.1 General Investigation Guidelines for Principal

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

14.1.1 The Principal shall conduct investigations in a way that does not unduly interfere with School activities.

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

14.1.3 The Principal shall advise students suspected of wrongdoing orally or in writing of the nature of the alleged offense.

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

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

14.1.6 The Principal shall accommodate students with disabilities and young children unable to write their own statements through use of tape recorders, scribes, etc.

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

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

14.2 Coordination with Law Enforcement

The Principal has the responsibility and the authority to determine when the help of law enforcement officers is necessary, as outlined in this policy and Utah State law.

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

- [a] conduct an investigation of alleged criminal conduct on the School premises or during a School-sponsored activity;
- [b] maintain a safe and orderly educational environment; or
- [c] maintain or restore order when the presence of such officers is necessary to prevent injury to persons or property.

14.2.2 Investigation of Criminal Conduct

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

- [a] The Principal shall request that law enforcement officers conduct an investigation during school hours and question students who are potential witnesses to the alleged criminal behavior.
- [b] The School official shall inform the student's parent or legal guardian as soon as possible that the student may have committed a criminal act and that law enforcement authorities have been notified.
- [c] Unless circumstances dictate otherwise, questioning of the student by School officials shall not begin or continue until the law enforcement officers arrive.
- [d] Reasonable attempts shall be made to contact the student's parents or legal guardian who, unless an emergency exists, shall be given the opportunity to meet with the student and to be present with the student during questioning by law enforcement authorities.
- [e] The Principal shall document the contact or attempted contact with the student's parents or legal guardian. If the Principal cannot contact the student's parent or guardian, or if the parent or guardian is unable to be present with the student for questioning, the principal or principal designee will act in lieu of parent, if no parent or guardian is available during the law enforcement investigation and shall be present and document generally what occurs during the interview.
- [f] The student shall not be questioned by law enforcement unless or until he/she has received Miranda warnings from the officer.
- [g] If the parent or student refuses to consent to questioning by law enforcement authorities, the law enforcement authorities shall determine the course of action to be pursued.

14.2.3 Investigation Initiated by Law Enforcement Authorities

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

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

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

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

(ii) The Principal shall document the circumstances warranting the investigation as soon as practical.

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

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

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

14.2.4 Release of Student to Law Enforcement Official

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

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

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

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

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

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

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

14.2.5 Quelling Disturbances of School Environment

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

15. INVESTIGATION OF CHILD ABUSE AND NEGLECT

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

16. SEARCHES OF PERSON OR PROPERTY

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

16.1 General Guidelines for Searches of Person or Property

16.1.1 Student Lockers

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

16.1.2 Searches of Students and Student Property

Searches of a student's person, personal property (coats, hats, backpacks, book bags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a reasonable suspicion that a particular School rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction. Circumstances warranting a search include those in which School officials have a

reasonable suspicion that the student or student property is concealing items including but not limited to weapons, drugs, controlled substances, electronic cigarette products, alcohol, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

16.2 Searches of Personal Belongings

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

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

16.3 Searches of Person

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

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

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

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

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

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

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

16.4 Documentation of Searches

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

16.4.1 The time, place and date of the search;

16.4.2 The reasonable suspicion giving rise to the search (what did School officials suspect

to find during the search);

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

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

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

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

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

17.1 Board and Principal Notification by Juvenile Court and Law Enforcement Agencies.

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

17.1.2 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.

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

17.2 Multidisciplinary Team and Reintegration Plan

17.2.1 In addition to complying with the requirements above, the School shall, within five (5) days after receiving a notification described in Section 17.1.1 about a student, develop a reintegration plan for the student with a multidisciplinary team, the student, and the student's parent or guardian. The multidisciplinary team should include the School, the juvenile court, the Division of Juvenile Justice Services, the School's Resource Officer (if any), and any other relevant party that should be involved in a reintegration plan.

17.2.2 The reintegration plan shall address:

[a] a behavioral intervention for the student;

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

[c] an academic intervention for the student.

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

17.3 Student Discipline Records/Education Records

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

17.3.1 Disclosure of Discipline Records to Other Educators

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

17.3.2 Disclosure of Discipline Records to Other Agencies

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

18. EMERGENCY SAFETY INTERVENTIONS

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

18.1 Definitions

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

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

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

18.1.4 "Seclusionary time out" means that a student is placed in a safe enclosed area, isolated from adults and peers, and the student is, or reasonably believes, he or she will be prevented from leaving the area. The safe enclosed area must meet the fire and public safety requirements described in R392-200 and R710-4.

18.2 General Procedures

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

18.2.2 An ESI shall:

[a] be applied for the minimum time necessary to ensure safety;

[b] implement an appropriate release criteria;

[c] be discontinued as soon as imminent danger of physical harm to self or others has dissipated;

[d] be discontinued if the student is in severe distress;

[e] never be used as punishment or discipline;

[f] be applied consistent with the School's administrative Student Conduct and Discipline Plan; and

[g] in no instance be imposed for more than 30 minutes.

18.3 Students with Disabilities Receiving Special Education Services

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

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

18.4 Physical Restraint

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

[a] to protect the student or another person from physical injury;

[b] to remove from a situation a student who is violent;

[c] to take possession of a weapon or other dangerous object in the possession or under the control of a student; or

[d] to protect property from being damaged, when physical safety is at risk.

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

[a] prone, or face-down;

[b] supine, or face-up;

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

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

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

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

18.5 Seclusionary Time Out

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

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

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

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

18.6 Notification

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

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

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

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

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

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

18.7 Emergency Safety Intervention (ESI) Committee

18.7.1 The School shall establish an ESI committee that includes:

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

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

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

18.7.2 The ESI committee shall:

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

[b] determine and recommend professional development needs;

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

[d] 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.

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

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

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

18.8 Corporal Punishment

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

19. TRAINING

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

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

19.3 The Principal shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

20. POLICY AND PLAN DISSEMINATION AND REVIEW

20.1 The School shall compile an annual report of all out-of-school 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.

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

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

Signature:

Board President

Date



Maria Montessori Academy
Policy: Attendance Policy
Adopted: March 8, 2010
Revised: August 10, 2021
Reviewed: June 28, 2022
Reviewed: June 24, 2023

PURPOSE

Maria Montessori 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/guardians should notify the School in advance of any absence.

Parents/guardians 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 §§ 53G-6-201 through 53G-6-211, as well as Utah Administrative Code Rule R277-607.

This policy will be provided to parents/guardians annually and will be available for review by parents/guardians or interested parties.

POLICY

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.

Adopted:
Reviewed:

"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 Director 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 at least half of the school day. A school-age child may not be considered truant under this policy more than one time during one day.

Attendance Requirements: Students are 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 Director prior to a student's extended absence of up to ten (10) days per school year. The Director will approve the absence if the Director determines that the extended absence will not adversely impact the student's education.

Adopted:
Reviewed:

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.

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/guardians and students are responsible for tracking the total number of absences and tardies. Parents/guardians may be notified when their student reaches the 4th unexcused absence of the year or if their student is excessively tardy. If a student reaches five (5) or more unexcused absences, the Director will attempt to schedule a meeting with the parents/guardians to review the situation and will outline the appropriate corrective action.

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 Director 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/guardian to intentionally or without good cause 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 school-age child receives an appropriate education, the issuer of the

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compulsory education violation shall report to the Division of Child and Family Services the 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 Prevention and Intervention Program

The School's Chronic Absenteeism 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:

- 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 this policy each year at the time of registration.

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

- 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 of the concern. The teacher will set up a conference with the student and/or the student's parent/guardian 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 does not adequately address the problems and the student's learning continues to suffer, then the School counselor or Director will work with the teacher and parent/guardian 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.

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- The Director 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 Director will contact the parent/guardian and request a formal meeting to discuss and resolve the attendance problems. A copy of of the communication (letter, email, etc.) will be kept by the School.
- The Director 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 Director and Board to secure regular attendance by the student; and
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 Director within ten (10) days of being issued.

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 this policy, 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 this policy, the School will ensure that this policy applied in a manner consistent with all applicable state and

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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.

Review

The School's Board of Directors shall review this policy regularly.

Adopted:
Reviewed:

Maria Montessori Academy

Policy: Selection, Approval, and Purchase of Instructional Materials Policy

Approved: March 14, 2023



Purpose

The purpose of this policy is to establish the parameters by which Maria Montessori Academy (the “School”) will select, approve, and purchase instructional materials.

Policy

The School shall comply with the requirements of Utah law regarding the selection, approval, and purchase of instructional materials, including but not limited to Utah Administrative Code R277-468 and R277-469 and, when applicable, Utah Code § 53G-5-404.

The School’s purpose in managing the selection, approval, and purchase of instructional materials is to implement, enrich, and support the School’s educational program. For purposes of this policy, instructional materials are the resources used by educators to deliver or support student learning. These materials may be commercially available or School-created and include such materials as textbooks, workbooks, digital resources, online courses, and multiple forms of communication media.

Criteria for Instructional Materials

Instructional materials should contribute to the intellectual development and positive character of students. These materials should be:

- (a) in alignment with the School’s educational mission and philosophy and Utah Core standards;
- (b) of high quality, research-based, and proven to be effective in supporting student learning;
- (c) objective and provide balanced viewpoint of issues;
- (d) accurate and factual;
- (e) reflective of the pluralistic character and culture of the American people and accurate in the representation of diverse ethnic groups;
- (f) consistent with the principles of individual freedom as defined in Utah Code § 53G-10-206;
- (g) appropriate to varying levels of learning;
- (h) age appropriate; and
- (i) compatible with School technology systems, of high technical quality, and easy to use.

Instructional materials should not be “sensitive materials” as that term is defined in Utah Code § 53G-10-103.

Selection and Approval of Instructional Materials by the Director

The Board of Directors (the “Board”) delegates to the School Director the authority and responsibility to select and approve instructional materials for the School, except under circumstances where the Board is specifically required by law to approve instructional materials. The Director shall select and approve instructional materials that meet the criteria set forth in this policy. When considering instructional materials, the Director shall review the Utah State Board of Education recommended instructional materials (RIMs), but the Director is not required to select RIMs if there are other instructional materials available that meet the criteria set forth in this policy.

The Director shall involve parents reflective of the School’s community (those who have a student who attends the School) and instructional staff in the consideration of instructional materials. The Director has discretion as to how to involve such parents and instructional staff in this process.

Selection and Approval of Instructional Materials by the Board

If the Board is required by law to approve instructional materials for use in the classroom, the Board shall do the following (in order) prior to approving the instructional materials:

- (a) post the recommended instructional materials online to allow for public review or, for copyrighted material, make the instructional materials available at the School for public review; and
- (b) hold at least two Board meetings where the recommended instructional materials is on the agenda and allow an opportunity at those Board meetings for School educators and parents of students enrolled in the School to express views and opinions on the recommended instructional material.

The Board may approve the recommended instructional materials in an open and regular Board meeting after the requirements above have been satisfied. The vote to approve the recommended instructional materials may occur at the second of the two Board meetings described in subsection (b) above.

In accordance with Utah Code § 53G-5-404(14), the requirements in this section apply only if the Board is approving instructional materials. The requirements do not apply if the Director is selecting and approving instructional materials (which Utah Code § 53G-5-404(14) refers to as “learning material”), nor do the requirements apply to educators’ selection of supplemental materials or resources.

Purchase of Instructional Materials

The School shall follow its Purchasing and Disbursement Policy in connection with the purchase of any instructional materials, regardless of whether the instructional materials are selected and approved by the Director or by the Board. The School shall identify all costs associated with instructional materials prior to purchasing the instructional materials, including any implementation and professional development costs.

Educator Selection of Additional Supplemental Materials or Resources

Despite the foregoing, educators at the School may select and use supplemental materials or resources in their classroom to augment instructional materials already selected and approved by the Director or the Board so long as each of the following are satisfied:

- (a) the educator has reviewed the supplemental materials or resources in their entirety prior to using them in the classroom;
- (b) the supplemental materials or resources meet the criteria set forth in this policy; and
- (c) the supplemental materials or resources have not previously been prohibited by the Director or the Board.

Contract Requirements

If the School contracts with a third party to provide online or digital materials, the School shall include in the contract a requirement that the provider give notice to the School any time that the provider makes a material change to the content of the online or digital materials, excluding regular informational updates on current events.

Complaints About Instructional Materials

If a School employee or parent has a complaint about instructional materials, they shall follow the School's applicable grievance policy (i.e., Staff Grievance Policy or Parent Grievance Policy). If a complaint about instructional materials rises to the level of the Director or the Board, the School shall include parents reflective of the School's community (those who have a student who attends the School) in reviewing the complaint. The Director or the Board, as applicable, has discretion as to how to include such parents in this process.