

**MOUNTAIN HEIGHTS ACADEMY
BOARD OF TRUSTEES MEETING**



Date: October 27, 2023

Time: 9:30 AM

Location: 9067 S. 1300 W. #204; West Jordan, UT 84088

*VISION: We are the leader in digital education.
MISSION: To develop connected and successful learners.*

AGENDA

CALL TO ORDER

CONSENT ITEMS

- August 30, 2023 Board Meeting and Closed Session Minutes

REPORTS

- Finance Report
- Director Report

VOTING AND DISCUSSION ITEMS

- Tuition Reimbursement
- Presence Learning Agreement
- Presence Learning Counseling Agreement
- Genius Invoice
- LEA Specific Licenses
- School Year 2024-2025 Calendar
- Policies to Amend
 - Attendance Policy
 - Student Conduct and Discipline Policy
 - Selection and Purchase of Instructional Materials Policy

CALENDARING

- Next Board Meeting December 15, 2023 @ 9:30am

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

EXECUTIVE SUMMARY

DIRECTORS REPORT

- [Click here to access the most up to date report.](#)
- [Employee Handbook Clarifications](#)

TUITION REIMBURSEMENT

Sarah Lyons, Ashley Webb, Laura Bishop

- Sarah Lyons, one of our English teachers, is working toward an M.Ed. in Literacy Education at the University of Utah, which leads to a Secondary Literacy Interventionist Endorsement. After working with so many struggling readers here at Mountain Heights, she is excited to learn more about how kids learn to read and how we can help our struggling readers. She is requesting reimbursement for two classes for a total of \$1077.53 for reimbursement.
- Ashley Webb is an Instructional Coach and is taking some additional courses on being an instructional coach, including Instructional Design and Assessment from Southern Utah University.
- Laura Bishop has been taking Instructional Design and Assessment through SUU as part of her instructional coach training.

PRESENCE LEARNING

- Presence Learning is our Special Education related services partner. This amendment includes rates for services that were not included in the initial agreement in August and corrects a typo for the number of weeks we would need services during the school year.

PRESENCE LEARNING COUNSELING AGREEMENT

- The company MHA contracts with to provide related services for our students on IEPs is also providing some counseling services to our general education students, following the same process outlined in the mental health grant we used previously. Contracts are separate since one is IDEA and the other is not. The total is \$6839.28 for the year and while it is below the threshold for approval, it is from the same company we hold a \$132,000.00 contract with.

GENIUS INVOICE

- Genius is our Student Information System that connects with our Learning Management System. Genius helps us track student progress in a more consumable format.

SCHOOL YEAR 2024-2025 CALENDAR

- The 2024-2025 calendar is ready for review. Staff created several options for the director and assistant directors to review. We opted to start a little later in 2024

because there are multiple students who want to enroll at MHA after a week or two of going to school in person.

LEA SPECIFIC LICENSES

- Jayne Jones is a licensed ELA teacher with a minor in theater. She is teaching our middle school electives theater foundations course while working on her theater endorsement. We are requesting an LEA-specific license for three years.

POLICIES TO AMEND

- Attendance Policy
 - *Below is a summary provided by Platte:*
 - *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.*
- Selection and Purchase of Instructional Materials Policy
 - *Below is a summary provided by Platte:*
 - *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).

- *Student Conduct and Discipline Policy*

- *Below is a summary provided by Platte:*

- *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.*

**MOUNTAIN HEIGHTS ACADEMY
BOARD OF TRUSTEES MEETING**



Date: August 30, 2023

Anchor Location: 9067 S. 1300 W. #204; West Jordan, UT 84088

This meeting of the board of directors was held electronically.

Board Members in Attendance: Gavin Hutchinson, Wade Glathar, Kari Malkovich, Quinn Sutton

Others in Attendance: DeLaina Tonks, Cathie Hurst, Krystal Taylor

Excused: Royce Kimmons

MINUTES

CALL TO ORDER

Gavin Hutchinson called the board meeting to order at 10:04AM.

CONSENT ITEMS

- August 18, 2023 Board Meeting and Closed Session Minutes
Quinn Sutton made a motion to approve the August 18, 2023 Board Meeting and Closed Session Minutes; Kari Malkovich seconded the motion. Motion passed unanimously. Votes were as follows: Gavin Hutchinson, Aye; Kari Malkovich, Aye; Wade Glathar, Aye; Quinn Sutton, Aye.

VOTING AND DISCUSSION ITEMS

- Presence Learning Contract
Gavin Hutchinson discussed the need to approve the Presence Learning Contract. Presence will help provide special education services including but not limited to speech language pathology, occupational therapy, behavior management etc.
Kari Malkovich made a motion to approve Presence Learning Contract up to \$132,236.66 Wade Glathar seconded the motion. Motion passed unanimously. Votes were as follows: Gavin Hutchinson, Aye; Kari Malkovich, Aye; Wade Glathar, Aye; Quinn Sutton, Aye.

CALENDARING

- Next Board Meeting October 27, 2023 @ 9:30am

ADJOURN

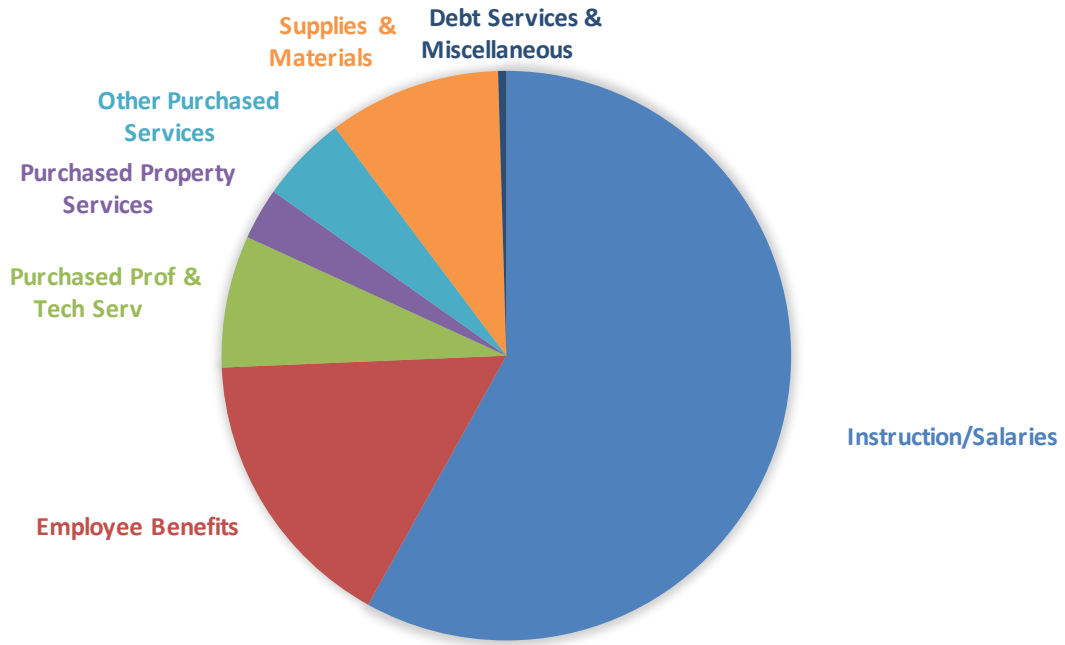
At 10:07AM Wade Glathar made a motion to adjourn; Kari Malkovich seconded the motion. Motion passed unanimously. Votes were as follows: Gavin Hutchinson, Aye; Kari Malkovich, Aye; Wade Glathar, Aye; Quinn Sutton, Aye.

**Mountain Heights Academy
Board Balance Sheet
As of 9/30/2023**

	Period Ending 09/30/2023	Period Ending 09/30/2022
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	11,959,381	10,827,990
Accounts Receivables	5,459	6,222
Total Current Assets	<u>11,964,840</u>	<u>10,834,212</u>
Net Assets		
Fixed Assets	807,845	828,704
Depreciation	<u>(429,139)</u>	<u>(238,080)</u>
Total Net Assets	<u>378,706</u>	<u>590,624</u>
Total Assets & Other Debits	<u>12,343,546</u>	<u>11,424,836</u>
Liabilities & Fund Equity		
Current Liabilities	<u>12,302</u>	<u>47,858</u>
Long-Term Liabilities	<u>322,124</u>	<u>525,225</u>
Fund Balance	<u>10,715,494</u>	<u>9,572,801</u>
Net Income	<u>1,293,626</u>	<u>1,278,952</u>
Total Liabilities & Fund Equity	<u>12,343,546</u>	<u>11,424,836</u>

Mountain Heights Academy
Board Profit and Loss
7/1/2023 - 9/30/2023

	Annual	Year-to-Date	
	June 30, 2024	September 30, 2023	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	246,000	143,576	58.4 %
Revenue From State Sources	11,082,518	3,127,706	28.2 %
Revenue From Federal Sources	125,869	0	0.0 %
Total Income	<u>11,454,387</u>	<u>3,271,282</u>	<u>28.6 %</u>
Expenses			
Instruction/Salaries	6,765,693	1,148,318	17.0 %
Employee Benefits	2,373,809	321,757	13.6 %
Purchased Prof & Tech Serv	677,000	148,252	21.9 %
Purchased Property Services	304,236	58,180	19.1 %
Other Purchased Services	461,245	98,407	21.3 %
Supplies & Materials	566,413	193,582	34.2 %
Debt Services & Miscellaneous	25,000	9,161	36.6 %
Total Expenses	<u>11,173,396</u>	<u>1,977,657</u>	<u>17.7 %</u>
Total Net Income	<u>280,991</u>	<u>1,293,625</u>	<u>460.4 %</u>





Mountain Heights Academy
LEADERS IN DIGITAL EDUCATION

Executive Director's Report October 2023

TABLE OF CONTENTS

TABLE OF CONTENTS	2
VISION	3
MISSION	3
STUDENT ACHIEVEMENT & ACTIVITY	3
STUDENT PERFORMANCE	5
LOTTERY	5
FACULTY/STAFF	5
STRATEGIC PLAN PROGRESS	6
CALENDAR ITEMS	7

VISION

Mountain Heights Academy is the leader in digital education.

MISSION

To develop connected and successful learners.

STUDENT ACHIEVEMENT & ACTIVITY

UPDATED ITEMS Graduation Status, Rate Comparison, State Test Score Comparison, Marketing Report

[2024 Graduation Status Report](#) (updated 10/2023)

[Longitudinal Grad Data](#) (updated 10/2023)

[Comparative Graduation Rate Data for Like Schools in Utah 2017-2023](#) (updated 10/2022)

[Online School Test Score Comparison 2022-2023](#) (updated 10/2023)

[Marketing Report 2022-2023](#) (updated 10/23)

NO UPDATES SINCE LAST BOARD MEETING

[Summer School Report 2023](#) (updated 8/2023)

[Student Performance Spreadsheet](#) (updated 6/2023)

- a. 79.25% overall passing rate
- b. [Student Performance Report](#) (updated 6/2023)

[MAP Growth Summary Report](#) (updated 6/2023)

[Statewide Online Education Program \(SOEP\) Report](#) (updated 6/2023)

[Concurrent Enrollment Growth Report](#) (updated 6/2023)

[Annual Behavior Report](#) (updated 6/2023)

[End of Year Marketing Report](#) (updated 6/2023)

[Math Competency Report for 2022](#) (updated 06/2023)

LOTTERY

1. [Lottery Numbers Tracking](#) (see 2023-2024 tab)

2023-2024 Enrollment Status

Date 2023-2024	Total enrolled	New, Enrollment Completed	In queue
Aug 1, 2023	879	200 (new) + 679 (returning)	67
Oct 1, 2023	924	293 (new) + 631 (returning)	123
Oct 23, 2024	1005	376 (new) + 629 (returning)	87

FACULTY/STAFF

1. The [American Exchange Project](#) is featured on CBS Sunday Morning on October 9, 2023. AEP's mission is to provide a week-long domestic exchange for every US senior in high school for free.

AEP's inaugural year was 2022 and Mountain Heights Academy participated the second year in 2023, with fantastic results. American Fork HS and MHA were the first two Utah schools to participate in AEP.

We hosted six students from New Hampshire, Tennessee, Georgia, California, and Texas and three of our seniors lived with families in other states for a week during the summer. The three male students were hosted by one of our counselors, Sally Emett, while the three female students were hosted by our SPED Assistant Director, Lacie Jensen. Teresa Akagi oversaw the entire program and planned an amazing week for participants, supported by staff members Crystal Ingersoll, Kat Voyles, and students Brooke Cox, Saylor Jensen, and Willow Jensen. Take a look at [all the neat things these students got to experience](#) in the great state of Utah!



We are in full swing with plans for AEP in summer 2024.

2. **A2A Assessment to Achievement.** Last winter, Mountain Heights Academy was selected to participate in a free change management opportunity provided by USBE in partnership with consultants at Ed Direction. The first meetings were held in June and we are putting infrastructure into place to get the most out of our experience during this four-year journey. Basically, A2A trains the Administrative Transformation Team, School Transformation Team, and Collaborative Teacher Teams on meeting protocols and data observation and analysis to make collaborative time more meaningful. By focusing on data and identifying and implementing guiding principles or collaborative norms, research shows that student performance improves across the board. [Here is a presentation](#) that provides more information on how it is being implemented at MHA this year.

This process is right in line with our school goals, including outcomes from our 2023 accreditation visit and goals. We are excited to move the needle for each student, course, teacher, department, and our school.

STRATEGIC PLAN PROGRESS

School Vision, Mission, Values, Goals, Objectives, and Metrics

School Goals 2022-2025: [LINK](#)

1. GOAL: Improve student success

DEFINITION: to help students know where they are academically and to help them progress and succeed

Selected for Assessment2 Achievement Data Training by USBE 2023-2027

Common Learning Challenge: Evaluate & integrate information presented in diverse formats

Action plan: Students are deliberate in setting audacious goals for continuous growth and are striving for individualized excellence.

Assessment protocols for state testing and NWEA MAP testing to include motivation and stronger rationale

2. GOAL: Build a robust, connected community

Expanded family activities such as the Back to School Carnival

Targeted grade-level and subject-matter activities such as the Middle School ropes course activity, Big Rock Candy Mountain, Hogle Zoo activity, and This Is the Place State Park activity above.

Check out our [MHA Photo album](#) to see the latest activity pictures, professional learning photos of Dr. Matt Townsend with us at the Draper Aquarium, and leadership training meetings.

3. GOAL: Increase Open Educational Resource (OER) Impact

Exploring the intersection between OER and generative AI with an Action Research Committee.

CALENDAR ITEMS

October 27, 2023	End of Quarter 1
October 31, 2023	Beginning of Quarter 2
November 22-24, 2023	Thanksgiving Recess
December 15, 2023	MHA Board Meeting
December 20, 2023 -January 1, 2024	Winter Recess

**Mountain Heights Academy
Tuition Reimbursement Policy
Adopted: October 11, 2019**

PURPOSE

Mountain Heights Academy (the “School”) believes that the School and its students benefit when employees develop and improve their knowledge and skills. Obtaining additional education can increase teaching abilities and professional competence. The School therefore desires to identify the conditions upon which the School is willing to reimburse School employees for tuition paid in order to obtain education that will improve their ability to serve the School and its students.

POLICY

The School may reimburse tuition for School employees if the following conditions are satisfied:

- (1) The employee has been employed by the School for at least one (1) year.
- (2) The tuition is for courses that are either (a) job related, meaning the course will result in increased knowledge and skill, is aimed primarily at improving the employee’s performance in his/her present job or will enable the employee to remain current with changes or developments in their field or (b) an elective that is part of a degree program that is job related.
- (3) The courses are taken at either (a) a fully accredited college or university; or (b) a school providing training or instruction that is approved by the State Board of Education.
- (4) Courses may be for credit or not.
- (5) Except in unusual circumstances and as approved by the Director, courses must be taken outside of regularly scheduled work hours.
- (6) Reimbursement will only be provided when the following conditions are met:
 - (a) The Director must give initial approval to the employee’s request for reimbursement.
 - (b) The request will be submitted to the Board of Directors for final approval of the Tuition Reimbursement Agreement. The form of Tuition Reimbursement Agreement to be used is attached to this Policy.
 - (c) The Director must give approval for each course for which reimbursement will be sought before the employee enrolls in the course.
- (7) The employee must agree to work at the School for a minimum of three (3) years following reimbursement of tuition. In the event the employee’s employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of three (3) years,

the prorated portion of the reimbursed tuition must be repaid to the School based on the number of years worked for the School since the most recent reimbursement.

(8) Reimbursement is limited to a maximum of nine (9) credit hours per school year, up to a total of thirty-six (36) credit hours total, at a rate not to exceed \$400 per credit hour.

(9) Reimbursement will be paid when the employee:

- (a) Provides evidence of completion of the course with a passing mark of B or better.
- (b) Provides an itemized receipt of the payment of tuition.
- (c) Passes any applicable Praxis exam.

(10) The amount of tuition reimbursed to an employee is at the sole discretion of the Director but will not exceed the lesser of 75% of an employee's tuition or a maximum of \$5,000 per employee, per degree.

(11) Total tuition reimbursement payments from the annual School budget will not exceed \$20,000 per year. The Director will work with employees to plan the timing of reimbursement payments in order to comply with this annual cap.

ED PS 6712-030	3	Cost \$736.71 - Reimbursed \$552.53

3. The School will reimburse the Teacher's tuition for the Coursework when the Teacher:

- (a) Provides evidence of completion of the course with a passing mark of B or better.
- (b) Provides an itemized receipt of the payment of tuition.
- (c) Passes the _____ Praxis exam. **[[include this if applicable]]**

4. If the Teacher's employment at the School is terminated (voluntarily or involuntarily) for any reason within three (3) years following the most recent reimbursement of tuition or the Teacher fails to satisfactorily complete the Coursework within the required time frame set forth in Section 1, above, the Teacher must repay the tuition paid by the School pro rata based on the number of years worked for the School from the most recent reimbursement. The Teacher consents that any such amounts that are owed to the School under this Agreement may be deducted from the Teacher's final paycheck.

5. The Teacher acknowledges that this Agreement does not guarantee the Teacher employment with the School.

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

The School:

DeLaina Tonks

Director

The Teacher:

Sarah Lyons



Service Order

Customer Name and Contact Information

Name: Mountain Heights Academy - UT

Address: 9067 S 1300 W Ste 204 West Jordan, UT

Customer Primary Point of Contact

Name:

Email Address:

Customer Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Kelly Marrara

Email Address: kelly.marrara@presencelearning.com

Service Order

1. Services

Service	Weekly Hours	Price per Service
Weekly Dedicated SLP Hours		\$70.00
Weekly Dedicated SLP Supervision Hours		\$85.00
Weekly Dedicated SLP Hours - Short-term Leave		\$93.00
Weekly Dedicated SLP Hours - Bilingual		\$85.00
Weekly Dedicated SLP Hours - AAC		\$79.00
Weekly Dedicated SLP Hours - DHH		\$79.00
Weekly Dedicated SLP Hours - ASL		\$79.00
Weekly Dedicated SLP Hours - Visually Impaired		\$79.00
Weekly Dedicated OT Hours		\$70.00
Weekly Dedicated OT Supervision Hours		\$85.00
Weekly Dedicated OT Hours - Short-term Leave		\$93.00
Weekly Dedicated OT Hours - Bilingual		\$85.00
Weekly Dedicated BMH Hours	3.00	\$70.00
Weekly Dedicated BMH Hours - Bilingual		\$85.00
Weekly Dedicated BMH Hours - Short-term Leave		\$93.00
Weekly Dedicated Individual Mental Health Counseling Hours		\$70.00
Weekly Dedicated PT Hours		\$70.00
Weekly Dedicated PT Hours - Short-term Leave		\$93.00
Weekly Dedicated PT Hours - Bilingual		\$85.00

2. SLP Assessments

Service	Weekly Hours	Price per Service
Screening by SLP		\$75.00
Bilingual Screening by SLP		\$125.00
Evaluation Coordination and Results Summary by SLP		\$265.00
Evaluation Coordination and Results Summary by Bilingual SLP		\$300.00
Review of Records by SLP		\$125.00
Articulation Standard Assessment by SLP		\$110.00
Auditory Processing Select Subtests by SLP		\$120.00
Early Childhood Language Assessment by SLP		\$165.00
Fluency Standard Assessment by SLP		\$150.00
Language Select Subtests by SLP		\$73.00

Service	Weekly Hours	Price per Service
Language Standard Assessment by SLP		\$215.00
Pragmatic Language Standard Assessment by SLP		\$125.00
Phonological Process Analysis Select Subtests by SLP		\$63.00
Phonological Processing Assessment by SLP		\$110.00
Supplemental Language Screener by SLP		\$58.00
Spanish Language Standard Assessment by SLP		\$215.00
Spanish Language Select Subtests by SLP		\$90.00
Spanish Auditory Processing Select Subtests by SLP		\$122.00
Additional Bilingual Assessment Component by SLP		\$90.00
Spanish Articulation Measures (SAM) by SLP		\$85.00
Spanish Articulation Standard Assessment by SLP		\$100.00
Additional Language Subtest by SLP		\$73.00
Extended Coordination by SLP		\$63.00
Language Difference vs. Disorder Analysis by SLP		\$94.00
Unplanned Student Absence SLP		\$50.00
Parent Interview by SLP		\$63.00
Teacher Interview by SLP		\$63.00
Student Interview by SLP		\$63.00
Results Meeting by SLP		\$125.00
Bilingual Evaluation: Special Considerations		\$33.00
Desired Results Development Profile Component-DRDP (CA only)		\$125.00
Rating Scale Assessment by SLP		\$125.00
AAC Evaluation: Special Considerations		\$33.00
AAC: Device analysis		\$63.00
AAC: Device trial		\$33.00
AAC: Feature matching trials		\$33.00
Speech-Language Sample by SLP		\$125.00
Observation by SLP		\$95.00

3. OT Assessments

Service	Weekly Hours	Price per Service
Screening by OT		\$73.00
Review of Records by OT		\$124.00
Standard School-Related-ADL Assessment by OT		\$97.00
Standard Sensory Processing Assessment by OT		\$30.00
Standard Motor Skills Assessment by OT		\$123.00
Standard Visual Perception Assessment by OT		\$97.00
Standard Preschool Assessment by OT		\$153.00

Service	Weekly Hours	Price per Service
Additional Assessment Component by OT		\$73.00
Extended Coordination by OT		\$63.00
Informal Fine Motor Assessment by OT		\$80.00
Unplanned Student Absence OT		\$50.00
Parent Interview by OT		\$63.00
Teacher Interview by OT		\$63.00
Student Interview by OT		\$63.00
Results Meeting by OT		\$124.00
Evaluation Coordination and Results Summary by OT		\$265.00
Observation by OT		\$93.00

4. BMH Assessments

Service	Weekly Hours	Price per Service
Additional Assessment by MHP/Ed Diag		\$260.00
Additional Requested Paperwork by MHP/Ed Diag		\$68.00
Extended Coordination by MHP/Ed Diag		\$68.00
Results Meeting by MHP/Ed Diag		\$110.00
Screening by MHP/Ed Diag		\$143.00
Review of Records by MHP/Ed Diag		\$235.00
Rating Scale Assessment by MHP/Ed Diag		\$190.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Additional Requested Meetings by MHP/Ed Diag		\$68.00
Functional Behavior Assessment by MHP/Ed Diag		\$355.00
Intervention Data Analysis by MHP/Ed Diag		\$68.00
Parent Interview by MHP/Ed Diag		\$68.00
Student Interview by MHP/Ed Diag		\$68.00
Teacher Interview by MHP/Ed Diag		\$68.00
Unplanned Student Absence MHP/Ed Diag		\$75.00
Observation by MHP/Ed Diag		\$133.00

5. Psychoeducational Assessments

Service	Weekly Hours	Price per Service
Review of Records by MHP/Ed Diag		\$235.00
Cognitive Select Subtests		\$155.00
Processing Select Subtests		\$165.00
Achievement Select Subtests		\$118.00
Rating Scale Assessment by MHP/Ed Diag		\$190.00
Achievement Standard Battery		\$233.00

Service	Weekly Hours	Price per Service
Long Cognitive Battery		\$300.00
Additional Assessment by MHP/Ed Diag		\$260.00
Processing Standard Battery		\$300.00
Additional Requested Meetings by MHP/Ed Diag		\$68.00
Schoolwide Consultation		\$77.00
Short Cognitive Battery		\$150.00
Spanish Select Subtests		\$272.00
Spanish Battery		\$378.00
Screening by MHP/Ed Diag		\$143.00
Additional Requested Paperwork by MHP/Ed Diag		\$68.00
Functional Behavior Assessment by MHP/ Ed Diag		\$355.00
Intervention Data Analysis by MHP/Ed Diag		\$68.00
Parent Interview by MHP/ Ed Diag		\$68.00
Student Interview by MHP/Ed Diag		\$68.00
Teacher Interview by MHP/Ed Diag		\$68.00
Unplanned Student Absence MHP/Ed Diag		\$75.00
Extended Coordination by MHP/Ed Diag		\$68.00
Results Meeting by MHP/Ed Diag		\$110.00
Additional Requested Meetings by MHP/Ed Diag		\$68.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Observation by MHP/Ed Diag		\$162.00

Other Fees

Service	Weekly Hours	Price per Service
Additional Assessment Component by PT		\$52.00
Evaluation Coordination and Results Summary by PT		\$265.00
Extended Coordination by PT		\$63.00
Observation by PT		\$63.00
Review of Records by PT		\$124.00
Screening by PT		\$73.00
Standard Motor Skills Assessment by PT		\$92.00
Unplanned Student Absence PT		\$50.00

Document Camera	\$90.00 (each)
-----------------	----------------

Service Order

Total Weekly Dedicated Hours	3.00	\$210.00
School Service Weeks	32.00	
SLP Assessments Commitment OT Assessments Commitment BMH Assessments Commitment Bilingual SLP Assessments Commitment	0	
Psychoeducational Assessment Commitment	\$0.00	
Implementation Fee	\$0.00	
Estimated Annual Service Coordination Fee	2.00%	\$119.28
Estimated Annual Program Fee	\$6,839.28	
Annual Dedicated Hours Cost	\$6,720.00	
Service Order Term	September 22, 2023 through June 30, 2024	

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement").

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each of Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

1. Structure of the Agreement. This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Schedule or Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

2. Fee and Payment Terms. Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the purchased Services. Fees are due and payable thirty (30) calendar days from date of invoice, unless specified otherwise in a Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.

3. Term; Termination; Effects of Termination.

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

4. Services and Platform; Platform Specifications.

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see tech specifications at (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM Eastern Time. Customer may purchase necessary equipment from Presence pursuant to the terms and conditions set forth on the Equipment Schedule.

4.3. Platform Restrictions.

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may suspend or terminate Customer's and its authorized users' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer or its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualize minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

5. Parties' Proprietary Rights; Other Rights.

5.1. Presence Proprietary Rights. Presence owns all rights, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all rights, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence (collectively, "Presence Intellectual Property").

5.2. Other Rights. Customer grants to Presence the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying Presence in writing.

6. Confidentiality.

6.1. Confidential Information. All information disclosed by one Party (in such capacity, the “Disclosing Party”) to the other Party (in such capacity, the “Receiving Party”) during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be “Confidential Information.”

6.2. Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party’s lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information.

6.3. Nondisclosure. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, “Representatives”) who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 6.3 by any of such Parties’ Representatives.

7. Clinician Conversion; Conversion Fee.

7.1. Clinician Conversion. During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 7.

7.2. Conversion Fee. During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

8. Customer Data; State Privacy Laws; FERPA; HIPAA.

8.1. Customer Data. Customer retains all rights, in and to all data, files, and information, provided by Customer or its authorized users to Presence (“Customer Data”). During the Term, Customer grants to Presence, solely in connection with Presence’s performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

8.2. State Privacy Laws. Presence is, and at all times has been, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

8.3. FERPA. In connection with the performance of Services, Presence may have access to education records (“FERPA Records”) that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations (“FERPA”). To the extent that Presence has access to FERPA Records, Presence is deemed a “school official” and may use FERPA Records solely for the specific “legitimate educational purposes” as defined under FERPA. Student records disclosed to Presence by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records. Presence’s FERPA policy may be accessed at <https://www.presencelearning.com/about/ferpa/>.

8.4. HIPAA. In connection with the performance of Services, Presence may have access to certain “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

9. **Indemnification.**

9.1. Indemnification by Customer. Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer’s or its authorized users’ illegal behavior or conduct (collectively, “Presence Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

9.2. Indemnification by Presence. Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence’s activities and obligations under this Agreement (collectively, “Customer Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

9.3. Conditions of Indemnification. The obligations set forth in Sections 9.1 and 9.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action, or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

10. **Limitation of Liability.**

10.1. DAMAGE DISCLAIMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. GENERAL DAMAGE CAP. IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

11. **Disclaimer of Warranties**. Except as otherwise set forth herein, the Services and Platform are provided “as is” without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer’s requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer’s use of the Platform. Customer understands that Customer’s use and access to the Platform is at Customer’s own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, or deletion of the materials.

12. **Representations and Warranties.**

12.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform’s necessary specifications and functionality and found it suitable for Customer’s needs.

12.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

13. Miscellaneous.

13.1. Compliance with Laws. Each Party shall comply with all laws, rules, and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

13.2. Competitors. Customer agrees, and will ensure its Authorized Users', to not share or make available the Platform or Presence Property to a competitor of Presence.

13.3. Survival. Sections 2, 4.3, 5.1, 9 –11, and 13 will survive expiration or termination of this Agreement.

13.4. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

13.5. Third-Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

13.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Presence and any attempt to do so will be null and void. Presence may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

13.7. Force Majeure. Neither Party shall be liable for failing or delaying the performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users, student users, or any other third party, or for the transmission of data between Customer's authorized users or student users and the Platform.

13.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

13.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

13.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

13.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator is selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

13.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

13.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

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

PRESENCELEARNING, INC:	CUSTOMER:
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between Presence and Customer and lists the terms and conditions upon which Customer may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. Customer may, at Customer’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer’s possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer’s student once it has been used.

3. OT Kits. Customer may purchase Occupational Therapy Kits (each, an “OT Kit”) for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. Delivery and Delivery Address; FOB; Delivery Dates; Received and Accepted.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that

will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to Customer.

4.2 **FOB.** Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 **Delivery Dates.** All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. **Disclaimer of Warranty.** Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for a particular purpose.

8. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule (“Clinical Service Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings via the Platform (collectively, “Clinical Services”).

2. **Fee and Payment Terms.** Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer’s student users and staff (collectively, “Authorized Users”).

2.1. **Weekly Dedicated Hours.** Beginning on a mutually agreed date through the end of the Service Order Term, Customer will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. Customer may reduce the number of weekly dedicated hours upon sixty (60) days’ notice to Presence.

2.2. **Flexible Hours.** The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

2.3. **Assessments.** If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

2.4. **Assessment Commitment.** Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of initial assessments for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment with actual initial assessments given, and Customer will be invoiced an amount equal to price of an ECAR as specified in the Service Order multiplied by the number of initial assessments that were not conducted.

2.5. **Psychoeducational Assessment Commitment.** If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the “Psychoeducational Assessment Commitment Fee”). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

2.6. **Program Implementation Fee.** Each Service Order will include a non-refundable Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

2.7. **Service Coordination Fee.** Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

3. **Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer’s support staff and administrators overseeing the

Services (collectively, “Staff”), and Presence’s clinical providers (each, a “Clinician”, and, collectively, “Clinicians”). During the Service Order Term, Presence grants Customer, its Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

4. **Clinicians.**

4.1. Credentials and Clearances. For each Clinician assigned to Customer, Presence has verified clinicians’ qualifications to provide services, as applicable, within the Customer’s state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications), all of which will be conducted at Customer’s sole expense. Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner.

4.2. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, except in the states of California and Texas, all such additional clearances will be conducted at Customer’s sole expense. Customer will provide all necessary information or instructions with respect to such additional clearances to Presence in a timely manner.

4.3. Clinician Availability; Supporting Documentation. Presence will use commercially reasonable efforts to provide the Clinical Services throughout the Term. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin Clinical Services.

4.4. Primary Support Person. Customer agrees to provide an adult primary support person (a “PSP”) wherever the services are being delivered. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

PLATFORM LICENSE SCHEDULE

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Definitions.** With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

“Authorized Users” or “Authorized User” means Customer’s teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Improvement” means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

“Personal Information” and/or “PI” means information that can identify a specific individual.

“Student Data” means any PI belonging to a Student User.

“Student User” or “Student Users” means the Customer’s students currently enrolled at Customer’s organization.

“Telehealth Institute” means proprietary self-guided training modules.

“Therapy Room” means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

2. **License.**

2.1 License Grant. During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the “License”).

2.2 Business Use. Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer’s Student Users (“Business Use”). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

2.3 Disclosure of Improvements and Developments. Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

2.4 Acknowledgements. Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

3. **Platform Fees.** The Annual Fee for use of the License shall be set forth in the Service Order and is non-refundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service Options:**

Service Option	Description
Kanga - Starter	<ul style="list-style-type: none"> ● Limited monthly access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Premier	<ul style="list-style-type: none"> ● Unlimited access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	<p>Access to Therapy Room and unlimited access to academic achievement assessments.</p> <p>Administrator Dashboard that enables one administrator to track usage of the account.</p>

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga – Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

PresenceLearning, Inc.
 530 Seventh Ave, Suite M
 New York, NY 10018
 Phone (415) 512-9000

Date: August 30, 2023

To: Mountain Heights Academy

This is an Amendment (“Amendment”) of the Master Services Agreement (“Agreement”), dated July 1, 2023 by and between Mountain Heights Academy (“Partner”) and PresenceLearning, Inc. (“PresenceLearning”). PresenceLearning and Partner are referred to herein individually as a “Party” or collectively as the “Parties.” This Amendment is entered as of August 30, 2023 (the “Amendment Effective Date”). Except as set forth below, the Agreement shall remain unmodified and in full force and effect. The below table summarizes the revised Service Levels and Terms of the Agreement as they apply to the 2023-2024 School Year.

Service Order - Assessments	The Service Order is modified to include pricing for Schoolwide Consultation.	\$77.00/hour
Service Order - Assessments	The Service Order is modified to include pricing for Observation by MHP/Ed Diag. under the Psychoeducational Assessment components.	\$162.00
School Service Weeks	The number of school service weeks is updated to correct a typographical error.	36 weeks

If you have any questions concerning this Amendment, contact Kelly Marrara at 215-834-6150.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment along with its Agreement and Extension to be executed as of the Amendment Effective Date.

<u>PresenceLearning, Inc.</u>	<u>Customer</u>
<u>By:</u>	<u>By:</u>
-	
<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Date:</u>	<u>Date:</u>



Genius SIS, LLC
 14359 Miramar Pkwy #376
 Miramar, FL 33027
 (954) 667-7747
 accounting@geniussis.com
 http://www.geniussis.com

Invoice 7294

BILL TO
 Mountain Heights Academy
 290 North Flint Street
 Kaysville, UT 84403

DATE 10/20/2023	PLEASE PAY \$42,596.00	DUE DATE 11/19/2023
--------------------	----------------------------------	------------------------

DESCRIPTION	QTY	RATE	AMOUNT
Full Time Active Students - August 2023 - July 2024	923	20.00	18,460.00
Part Time Enrollments (0.25) - October 1st, 2022 - September 30th, 2023	3,568	2.00	7,136.00
Hosting Fee: October 1st, 2022 - June 30th, 2023	9	100.00	900.00
Hosting Fee: July 1st, 2023 - September 30th, 2023	3	500.00	1,500.00
Genius Monitor fee: July 1st, 2023 - June 30th, 2024	1	12,600.00	12,600.00
SMS Text Messaging Fee: July 1st, 2023 - June 30th, 2024	1	2,000.00	2,000.00
Sales Tax calculated by AvaTax on Fri 20 Oct 15:06:16 UTC 2023	1	0.00	0.00

Wire or ACH Instructions:
 Account Name: Genius SIS, LLC
 Bank Name: BMO Harris NA
 Account Number: 2665776
 Routing Number: 071000288
 SWIFT Number: HATRUS44

TOTAL DUE

\$42,596.00

THANK YOU.

Please quote invoice number in payment details.

SY23-24 LEA-S(pecific) Requests

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

LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name	First Name	Years Approved (1, 2, 3)	Is this a RENEWAL Request from SY22-23? (Y/N)	License Area 1	Endorsement 1	Endorsement 2	Rationale/Motions	Is Educator's Assignment in CACTUS? (Y/N)	Has LEA Specific tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)	Does Educator Have a current ETHICS check? (Y/N)
<i>Granite SD</i>	<i>1/5/21</i>	<i>999999</i>	<i>Example</i>	<i>Educator</i>	<i>3</i>	<i>N</i>	<i>Secondary</i>	<i>Math Level 3</i>	<i>Chemistry</i>	<i>Educator is enrolling in EPP Fall 2</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>
Mountain Heights Academy	10/27/23	679789	Jones	Jayne	3	N				Jayne Jones has a theater minor ar	Y	Y	Y	Y

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.

Attendance Policy Procedures

Mountain Heights Academy

Adopted: July 14, 2009

1. Records are maintained on a student information system.
2. Teachers and MHA administrators review attendance on a regular basis to determine that full-time students are on track to complete the 990 hours of instruction each year. Teachers will consistently contact the parent and/or student.
3. The applicable language and definitions in Utah Code § 53G-9-804(1)(a) and Utah Code §§ 53G-6-201 through 53G-6-211 apply with respect to the enforcement of MHA's Attendance Policy and Procedures.
4. MHA may issue notices of truancy to school-age children who are truant at least 5 times during the school year. A notice of truancy will only be issued after MHA has made earnest and persistent efforts to resolve student attendance problems. A notice of truancy will:
 - a. Direct the student who receives the notice of truancy, and the parent of the student, to meet with designated MHA authorities to discuss the student's attendance problems and cooperate with MHA administration to secure regular attendance by the student; and
 - b. Be served on the student's parent by personal service or regular mail.
5. MHA will establish chronic absenteeism prevention and intervention measures to encourage good attendance, improve academic outcomes, and reduce negative behaviors. Through these measures, MHA hopes to create a trusting relationship between teachers, students, and parents.
 - a. MHA's efforts to prevent chronic absenteeism include, but are not limited to:
 - i. [insert prevention measure/effort];
 - ii. [insert prevention measure/effort]; and
 - iii. [insert prevention measure/effort].
 - b. MHA will seek to help students struggling with absenteeism (including chronically absent students) through implementing research or evidence-based absenteeism and dropout prevention interventions. These interventions include, but are not limited to:
 - i. [insert intervention];
 - ii. [insert intervention]; and
 - iii. [insert intervention].

6. Parents/guardians who believe that all or part of their student's unexcused absences or tardies should be considered excused, or if they want to contest a notice of truancy or any disciplinary action taken against their student pursuant to MHA's Attendance Policy or Procedures, shall follow MHA's Parent Grievance Policy.
7. If students with disabilities under the Individuals with Disabilities Education Act, or students protected under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, have excessive absences, including but not limited to absences for mental or behavioral health reasons, and fall within the criteria of these Procedures, MHA will ensure that these Procedures are applied in a manner consistent with all applicable state and federal laws and regulations. Excused absences for known mental or behavioral health reasons do not absolve MHA of FAPE responsibilities.
8. MHA shall annually report the following data separately to the Utah State Board of Education:
 - a. Absences with a valid excuse; and
 - b. Absences without a valid excuse.

Mountain Heights Academy
Student Conduct and Discipline Policy
Adopted: October 5, 2010 (Safe School Policy)
Amended: May 19, 2017
Amended: October 5, 2018
Reviewed: June 12, 2020
Amended: August 28, 2020
Reviewed: June 18, 2021

1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

The purpose of Mountain Heights 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;
- 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
- 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:
 - 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 connection with the use of the School's electronic resources and while participating in School-related or 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-related and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the Director's discretion, have access to homework, tests, and other schoolwork but will not be allowed to attend or participate in any classes or other School activities during the period of suspension.

3.2 Expulsion

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

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

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

the procedures outlined in Section 10 of this policy.

3.4 Disruptive Student Behavior

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

3.5 Parent

For purposes of this policy, "parent" means (i) a custodial parent of a school-age 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 connection with the School's electronic resources or any School-related or School-sponsored activity, including:

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

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

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

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

4.2 Expulsion

A student may be expelled from School for any violation listed under Section 4.1 of this policy if

the violation is serious or persistent.

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

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

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

[b] The CMT shall determine:

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

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

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

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

4.3.2 Students with Disabilities under IDEA and Section 504

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

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

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

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

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

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

4.4.2 Students with Disabilities under Section 504

Any student identified as being disabled under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act who currently is engaging in the illegal use of drugs or alcohol shall be suspended or expelled to the same extent as non-disabled students for the possession, use, control, distribution, sale, or arrangement of the sale of illegal drugs, alcohol, or controlled substances in conjunction with any School-related or 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 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 Director or their designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 16 of this policy.

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

5. AUTHORITY TO SUSPEND OR EXPEL

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

The Director has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Director shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources. The Director may not suspend for longer than ten (10) school days or otherwise change student placement. Whenever the Director proposes suspending a student for more than ten (10) school days, the Director shall refer the matter to the Board or to the Board member designated by the Board to address such issues.

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

The Director has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total school days in that same school year for separate incidents of misconduct as long as those

removals do not constitute a pattern resulting in a change of placement. The School need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly suspended.

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

Either the Board or a Board member designated by the Board may suspend for longer than ten (10) days or expel a regular education student.

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

5.3.1 Parental Responsibility

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

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

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

5.4 Authority to Institute Change of Placement for Student with Disabilities

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

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

6.1 Efforts to Resolve Disruptive Student Behavior Problems

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

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

6.2 Notice of Disruptive Student Behavior

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

6.2.2 Criteria for Issuing Notice. The Director 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 Director and the Board in correcting the student's disruptive student behavior; and

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

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

6.3 Habitual Disruptive Student Behavior Notice

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

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

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

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

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

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

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

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

[c] “Youth court” means the same as that term is defined in § 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 suspension;
- 7.1.8** Appropriate evaluation;
- 7.1.9** Home study;
- 7.1.10** Alternative programs; or
- 7.1.11** Law enforcement assistance as appropriate.

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

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

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

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

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

8.4 The student shall be requested to present his/her version of the incident in writing. Students

with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.

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

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

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

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

9.1 If the Director believes that a student should be suspended for more than ten (10) days or expelled, the Director shall refer the matter to the Board or the Board member designated by the Board to handle such matters.

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

9.2.1 The Director shall also notify any 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 Board member shall include all relevant documentation of the student's violation(s), including written student statements, written witness statements, evidence of an informal school hearing, evidence of a Director meeting with parent or guardian and written parental input.

9.4 Notice to Student and Parent/Guardian

If the Board or the Board member designated by the Board to handle such matters determines, after considering the totality of the circumstances and consulting with the CMT, that a student should be suspended for longer than ten (10) school days or expelled, the Director 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 all parties to appeal to the President of the Board within ten (10) working days following the decision if the parties disagree with the Hearing Officer's decision; and

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

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; and

[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.

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 President of the Board.

9.6.2 Within ten (10) working days following receipt of the appeal, the Board President 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 Director will develop, with input from administration, instruction and support staff, students, parents, and other community members, a Student Conduct and Discipline Plan. The plan shall be comprehensive, clearly written, consistently enforced, and include the following elements:

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

11.1.2 effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social 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 School in accordance with § 53G-8-802 and R277-609.

12. EXTRACURRICULAR ACTIVITIES

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

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

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

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

14. INVESTIGATIONS

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

14.1 General Investigation Guidelines for Director

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

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

14.1.2 The Director 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 Director 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 Director 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 Director 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:

- [a] conduct an investigation of alleged criminal conduct in connection with School electronic resources of a School-related or 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 Director, law enforcement should be notified, the following procedure should be followed:

- [a] The Director shall request that law enforcement officers conduct an investigation 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 will be involved in the investigation.
- [c] Unless circumstances dictate otherwise, questioning of the student by School officials shall not begin or continue until the law enforcement officers arrive.
- [d] Reasonable attempts shall be made to contact the student's parents or legal guardian who, unless an emergency exists, shall be given the opportunity to meet with the student and to be present with the student during questioning by law enforcement authorities.
- [e] The Director shall document the contact or attempted contact with the student's parents or legal guardian. If the Director cannot contact the student's parent or guardian, or if the parent or guardian is unable to be present with the student for questioning, the Director shall be present and document generally what occurs during the interview.

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

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

14.2.3 Investigation Initiated by Law Enforcement Authorities

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

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

[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 Director or other designated person before beginning an investigation of School property.

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

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

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

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

14.2.4 Release of Student to Law Enforcement Official

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

[b] When students are removed 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 Director 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 during a School-sponsored activity, the law enforcement officer shall contact the Director and relate the circumstances necessitating such action.

[e] Whenever the need arises to make arrests or take students into custody during a School-sponsored activity, the Director shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.

[f] When a student has been taken into custody or arrested during a School-sponsored activity without prior notification to the Director, the School staff present shall encourage the law enforcement officers to tell the Director of the circumstances as quickly as possible. If the officers decline to tell the Director, the School staff members present shall immediately notify the Director.

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 Director 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 at a School-sponsored activity and who refuse to abide by a Director's directive to leave the premises.

15. INVESTIGATION OF CHILD ABUSE AND NEGLECT

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

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

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

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

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

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

15.3 It is not the responsibility of the Director or other School employees to prove that the child

has been abused or neglected, or to determine whether the child is in need of protection.

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

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

15.3.3 Interviews with the child or suspected abuser shall not be conducted by the Director or School employees.

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

15.3.5 The Director, School employees, Division of Child and Family Services and law enforcement personnel are required to preserve the anonymity of those making the initial report and any others involved in the subsequent investigation.

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

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

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

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

16. SEARCHES OF PERSON OR PROPERTY

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

16.1 General Guidelines for Searches of Person or Property

16.1.1 Searches of Students and Student Property

Searches of a student's person, personal property (coats, hats, backpacks, bookbags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a

reasonable suspicion that a particular School rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction. Circumstances warranting a search include those in which School officials have a reasonable suspicion that the student or student property is concealing items including but not limited to weapons, drugs, controlled substances, electronic cigarette products, alcohol, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

16.2 Searches of Personal Belongings

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

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

16.3 Searches of Person

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

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

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

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

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

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

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

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

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

17.2 Multidisciplinary Team and Reintegration Plan

17.2.1 In addition to complying with the requirements above, the School shall, within five (5) days after receiving a notification described in Section 17.1.1 about a student, develop a reintegration plan for the student with a multidisciplinary team, the student, and the student's parent or guardian. The multidisciplinary team should include the School, the juvenile court, the Division of Juvenile 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 R277-609-10(3)(d)).

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

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

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

18.7 Emergency Safety Intervention (ESI) Committee

18.7.1 The School shall establish an ESI committee that includes:

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

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

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

18.7.2 The ESI committee shall:

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

[b] determine and recommend professional development needs;

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

[d] 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 Director shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

20. POLICY AND PLAN DISSEMINATION AND REVIEW

20.1 The School shall compile an annual report of all suspensions and expulsions and submit it to the Board. For each suspension or expulsion, the report shall indicate the student's race, gender, disability status, and age/grade, as well as the reason for the discipline, the length of the discipline, and a statement as to whether the student was referred to the Board.

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.

Mountain Heights Academy
Selection, Approval, and Purchase of Instructional Materials Policy
Adopted: April 24, 2023

Purpose

The purpose of this policy is to establish the parameters by which Mountain Heights 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.