

**Utah Career Path High  
Governing Board of Directors  
Board Meeting**

**Date:** June 17, 2024

**Time:** 3:30 PM

**Location:** 290 N. Flint Street; Kaysville, UT 84037



**Career Path High**

*Career Path High changes lives and strengthens society by guiding students  
on a path to college success and career readiness.*

## **AGENDA**

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### **CALL TO ORDER**

### **CONSENT ITEMS**

- May 13, 2024 Board Meeting and Closed Session Minutes

### **PUBLIC COMMENT** (Comments limited to three minutes)

### **REPORTS**

- Director Report
- Financial Report
  - Fraud Risk Assessment & Annual Commitment to Ethical Behavior

### **VOTING AND DISCUSSION ITEMS**

- 2023/2024 Budget Amendment
- 2024/2025 Proposed Budget
- Approve Charter School Services Agreement
- Connected 2 Therapy Contract
- U of U Behavioral and Mental Health Contract
- Mental Health Screening
- Walls Expenditure
- CPH School Improvement Plan
- Mental Health Grant
- Board Member Terms and Elected Officers
- Student Conduct and Discipline Policy Amendment

### **CALENDARING**

- Next Board Meeting August 19, 2023 @ 3:30pm

**CLOSED SESSION-** to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a).

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.

**VOTING AND DISCUSSION ITEMS**

- Director Employment Agreement

**ADJOURN**

**Utah Career Path High  
Governing Board of Directors  
Board Meeting**

**Date:** May 13, 2024

**Location:** 290 N. Flint Street; Kaysville, UT 84037

**Board Members in Attendance:** David Hansen, Angie Osguthorpe, Leslie Mock, Natalie Brush, Paul Ray

**Others in Attendance:** Stacey Hutchings, Gabe Clark, Erin Winterton, Hannah Dorius, Heidi Bauerle, Korey Amrine, Stefanie Meads, Valerie Jones



**Career Path High**

## **MINUTES**

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### **CALL TO ORDER**

David Hansen called the meeting to order at 3:33 PM.

### **CONSENT ITEMS**

- March 25, 2024 Board Meeting and Closed Session Minutes  
*Natalie Brush made a motion to approve the March 25, 2024 Board Meeting and Closed Session Minutes; Angie Osguthorpe seconded the motion. The motion passed unanimously. Votes were as follows: Angie Osguthorpe, Aye; David Hansen, Aye; Natalie Brush, Aye.*

### **PUBLIC COMMENT**

No public comment.

### **REPORTS**

- Director Report
  - Stacey Hutchings presented the Director Report to the board. Administration is working hard to increase enrollment and inspire students to attend school. Korey Amrine has received the Difference Maker Award. Korey Amrine has worked hard to make a difference in the culture of the school. A satisfaction survey was sent to students and staff of the school. Stacey Hutchings reviewed the results of the satisfaction survey with the board along with action items to increase the scores.

Leslie Mock entered the meeting at 3:45PM.

- Financial Report
  - Erin Winterton presented the Financial Report to the board. There are no significant items to report, which is good news. Erin Winterton presented the Statement of Financial Position as of March 30, 2024. As of March 30<sup>th</sup>, the school year is 75% of the way through. The position of the financials is currently in good standing and is expecting to be through the end of the school year.

*05.13.2024 Career Path High Board Meeting  
Approved:*

## TRAINING

- Heidi Bauerle presented the Open and Public Meeting Act Training to the Board. All board members were in attendance.

## VOTING AND DISCUSSION ITEMS

- Sex Education Instruction Policy  
The board reviewed the Sex Education Instruction Policy and Data. They had no issues to bring forth.
- Teacher Student Success Act Plan  
Stacey Hutchings presented the Teacher Student Success Act Plan for 2024/2025. The plan is based on the framework that the board assembled several years ago with a few tweaks from last year. The 2024/2025 plan is focused on improving school culture through clubs and sports, and to support college and career readiness.
- Sex Education Committee  
Stacey Hutchings put together a Sex Education Committee for the 2024/2025 school year. The committee will consist of 4 parents, 2 staff members, and the health teacher. The 4 parents and 2 staff members are also part of the School LAND Trust Committee.
- Audit Engagement Letter  
Erin Winterton presented the Audit Engagement Letter. The letter will enable an audit to be conducted by Eide Bailly for the 2023/2024 school year. The audit will be conducted with Generally Accepted Audit Procedures.
- Speech Therapy Contract  
Stacey Hutchings presented the Speech Therapy Contract. David Hansen asked how many students take advantage of the contract. Stacey Hutchings expressed she is very happy with the work and number of students that take advantage of the speech therapy.
- Les Olson Quote  
Stacey Hutchings presented the quote from Les Olson for a copier/printer. Les Olson will take care of any maintenance and refilling required.
- Award RFP for Business Service Provider  
The Business Service Provider Selection Committee comprised of Stacey Hutchings, David Hansen, and Natalie Brush met prior to the board meeting. The selection committee has recommended to renew the contract with Academica West as the Business Service Provider.

*Angie Osguthorpe made a motion to approve the Teacher Student Success Act Plan 2024/2025, Sex Education Committee 2024/2025, Audit Engagement*

*Letter, Speech Therapy Contract, Les Olson Quote, and award the Business Service Provider RFP to Academica West as discussed; Natalie Brush seconded the motion. The motion passed unanimously. Votes were as follows: Leslie Mock, Aye; Angie Osguthorpe, Aye; David Hansen, Aye; Natalie Brush, Aye.*

- **Board Member Terms**

Paul Ray was introduced to the board. Stacey Hutchings has recommended him to join the board. The board received his resume prior to the meeting in their documentation. The board welcomed Paul Ray and he expressed he would be honored to join the board.

*Angie Osguthorpe made a motion to approve Paul Ray as a board member for Career Path High for a 3-year term ending June 30, 2027; Natalie Brush seconded the motion. The motion passed unanimously. Votes were as follows: Leslie Mock, Aye; Angie Osguthorpe, Aye; David Hansen, Aye; Natalie Brush, Aye.*

## **CALENDARING**

- Next Board Meeting is scheduled for June 17, 2024 @ 3:30PM.
- 2024/2025 Board Meeting Calendar
  - The board reviewed the tentative calendar for the upcoming school year and the calendar will be posted for the public to view.

## **CLOSED SESSION**

*At 4:38PM Natalie Brush made a motion to move into closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a), located at Academica West. Angie Osguthorpe seconded the motion. Votes were as follows: Leslie Mock, Aye; Angie Osguthorpe, Aye; Paul Ray, Aye; Natalie Brush, Aye; David Hansen, Aye. The motion passed.*

*At 5:09PM Natalie Brush made a motion to move out of closed session. Angie Osguthorpe seconded the motion. Votes were as follows: Leslie Mock, Aye; Angie Osguthorpe, Aye; David Hansen, Aye; Natalie Brush, Aye; Paul Ray, Aye. The motion passed.*

## **VOTING AND DISCUSSION ITEMS**

- Director Agreement  
There was no further discussion regarding the Director Agreement.

*Paul Ray made a motion to approve the Director Agreement as discussed in closed session. Angie Osguthorpe seconded the motion. The motion passed unanimously. Votes were as follows: Leslie Mock, Aye; Angie Osguthorpe, Aye; David Hansen, Aye; Natalie Brush, Aye; Paul Ray, Aye.*

## ADJOURN

*At 5:11PM Angie Osguthorpe made a motion to adjourn. The motion passed unanimously. Votes were as follows: Leslie Mock, Aye; Angie Osguthorpe, Aye; David Hansen, Aye; Natalie Brush, Aye; Paul Ray, Aye.*

### **Career Path High School Board of Directors Closed Session**

**Meeting Date:** May 13, 2024

**Location:** 290 N. Flint Street; Kaysville, UT 84037



**Career Path High**

### **CLOSED SESSION SWORN STATEMENT:**

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

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

Signed on the 13<sup>th</sup> day of May 2024, at 290 N Flint Street Kaysville, Utah.

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David Hansen, Board Chair

## Board Member Annual Commitment to Ethical Behavior

I understand that as a board member of Career Path High Charter School I should always engage in ethical behavior. I have read the school's Ethics Policy and am committed to abiding by the policy, conducting myself consistent with high standards of ethics, and complying with applicable law.

Signature\_\_\_\_\_

Board Member Name

\_\_\_\_\_

Date

Signature\_\_\_\_\_

Board Member Name

\_\_\_\_\_

Date

Signature\_\_\_\_\_

Board Member Name

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Board Member Name

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Signature\_\_\_\_\_

Board Member Name

\_\_\_\_\_

Date

**CHARTER SCHOOL SERVICES AGREEMENT BETWEEN  
UTAH CAREER PATH HIGH  
AND  
ACADEMICA WEST, LLC**

**CHARTER SCHOOL SERVICES AGREEMENT** (the “**Agreement**”) by and between **UTAH CAREER PATH HIGH**, a Utah nonprofit corporation (the “**School**”), and **ACADEMICA WEST, LLC**, a Utah limited liability company (“**Academica West**”).

**RECITALS**

- A. The School has received a charter (the “**Charter**”) from the Davis Technical College (the “**Authorizer**”) to operate a charter school.
- B. The School is governed by its Board of Directors (the “**Board**”).
- C. Academic control and freedom are integral to the success of the School, and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum.
- D. The School desires to ensure that its charter school receives professional support services and is operated in accordance with the requirements of its Charter and applicable laws.
- E. Academica West was established to provide professional support services and consulting to charter schools.
- F. Academica West’s mission is to provide tailored business, administrative, governance and compliance services and support to its clients, enhancing the charter school’s ability to achieve its unique focus and vision.
- G. Academica West personnel are familiar with the governmental agencies with which charter schools interact and applicable legal requirements associated with the establishment and operation of charter schools and charter school facilities.
- H. Academica West personnel are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for charter schools.
- I. Academica West personnel regularly attend state and national meetings and conferences for charter school operators and consultants in order to remain informed about developments in the charter school community.
- J. Academica West provides support to a network of charter schools that benefit from having



access to a uniform, system-wide reporting, accounting and recordkeeping system.

K. Based on the success of other schools with which Academica West has worked, the Board's assessment of the School's needs and Academica West's capabilities, the School believes that contracting with Academica West will allow the School's administration to more fully focus on accomplishing the School's educational mission and achieving the Board's vision. The Board believes that such a relationship will benefit the School and ultimately allow it to be more successful.

L. The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide governance, business, administrative, and compliance services to the School as set forth herein.

## AGREEMENT

### 1. Relationship Between the Board and Academica West

- (a) The parties acknowledge that the Board retains full authority and responsibility for the governance of the School.
- (b) Academica West's role will be to advise, assist and consult with the Board and the School's principal or director (the "**Principal**") and to provide the services and support set forth in this Agreement.
- (c) Academica West will perform its duties under the direction of the Board and in accordance with the Charter, the policies and procedures established by the Board, and applicable law.
- (d) Academica West will keep the Board informed of its activities as necessary to enable the Board to perform its responsibilities.
- (e) Academica West will advise and make recommendations to the Board and Principal for the establishment of the systems that Academica West believes, based on its experience, are in the School's best interests and are necessary to accomplish Academica West's duties.
- (f) The Board will review advice and recommendations made by Academica West and act upon them in the Board's sole discretion.
- (g) Academica West will cooperate and coordinate with the Principal in connection with their respective areas of responsibility. In managing the School, the Principal will consult with Academica West personnel in connection with Academica West's areas of responsibility and will endeavor to utilize Academica West's services and expertise.
- (h) The Board may consult with Academica West in order to establish standards and monitoring criteria for the Board to evaluate whether the School's mission is being accomplished.

(i) The Board and Principal will exercise good faith in considering Academica West's recommendations, including but not limited to those concerning policies, procedures, rules, regulations and budgets.

(j) The Board and Principal will exercise good faith in complying with requirements of the Authorizer and applicable laws and regulations.

(k) The Board and Principal will cooperate with Academica West to enable Academica West to fulfill its obligations under this Agreement. Cooperation will include, but not be limited to, providing Academica West with timely notice of regular and special Board meetings; timely submitting to Academica West required forms and reports; and timely furnishing Academica West with all required information, documents, and records.

2. Board of Directors' Meetings. Academica West will schedule, coordinate, prepare materials for, and attend regular and special Board meetings and facilitate compliance with legal requirements regarding the conduct of public meetings and record keeping for such meetings.

3. Policy Development. Academica West will consult with and assist the Board in the development and drafting of Board policies and related administrative procedures.

4. Board Development. Academica West will consult with and assist the Board regarding board development needs. Such assistance may include coordinating, researching, and facilitating board training and strategic planning sessions.

5. Financial Reporting and Recordkeeping. Academica West will accurately maintain the School's financial records and will coordinate with the Principal to ensure accurate and timely financial reporting as required by the Authorizer and applicable law.

6. Bookkeeping and Payroll. Academica West will provide bookkeeping services for the School, including accounts payable, bank statement reconciliations and related services. Academica West will coordinate compilation and submission of the School's employee payroll.

7. Budgeting and Financial Projections

(a) Academica West will coordinate with the Principal and Board members in order to prepare annual budgets, amended budgets, and financial forecasts for the Board's review and approval.

(b) Academica West will consult with the Principal on the administration of the budget adopted by the Board to assist the Principal in sound financial decision-making.

(c) Academica West will provide accounting and financial information to the Board and the Principal on a regular basis as requested by the Board and Principal and will ensure that Board members and the Principal receive monthly financial reports as required by state law.

8. Facility Support and Maintenance. Academica West will provide limited handyman services and assist with ongoing maintenance, emergency issues, and long-term facility maintenance planning. Unless both parties agree otherwise, Academica West is responsible for expenses related to its maintenance personnel's time, travel, and labor. The School is responsible for expenses related to the purchase of supplies, materials, and special equipment/tool rentals or purchases.

9. Purchasing Support. Academica West will coordinate with the Board and the Principal in connection with the School's purchasing needs, including soliciting bids or proposals, researching options, obtaining information, and assisting with compliance of applicable purchasing and procurement laws.

10. Administrative Consulting. Academica West will consult with the Principal regarding administrative issues, the development of administrative procedures and practices, USBE rules and regulations, and other issues identified by the Board, the Administration, and/or Academica West in order to assist the Principal in performing their duties.

11. Student Information Systems. Academica West will assist the School's efforts to review student data residing in state systems in preparation for state reporting and UTREx/Data Clearinghouse submissions.

12. Authorizer and USBE Representation. At the Board's request, Academica West will serve as the School's liaison with the Authorizer and Utah State Board of Education officials. In connection therewith, Academica West personnel will attend state meetings, e.g. USBE director meetings and public hearings, and will report relevant information to the Board and/or Principal, as appropriate.

13. Charter Amendment Coordination. At the request of the Board, Academica West will consult with the Board in order to determine the terms of any proposed charter amendment. Academica West will coordinate the actions necessary in order to prepare and apply for such amendment with the Authorizer.

14. Human Resources Administration

(a) Academica West will coordinate with the Principal to recruit qualified teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The Principal, under the direction of the Board, will retain discretion and authority regarding the employment of administrators, faculty and staff for the School. Academica West will assist the Principal and the Board in preparing employment agreements and employee manuals for the School. All administrators, teachers, staff members, and education professionals will be hired as employees of the School.

(b) Academica West will consult with and advise the Principal and Board regarding employment related issues that arise in the School.

(c) Academica West will monitor the School's CACTUS database to ensure the Principal is aware of each staff member's licensure/qualifications status.

15. Reporting. Academica West will assist and coordinate with the Board and/or the Principal in the preparation and submission of reports required by the Authorizer and other applicable law

16. Recordkeeping. Academica West will coordinate with the Principal regarding the maintenance of the School's records. Academica West will facilitate compliance with applicable legal requirements related to recordkeeping, including but not limited to maintaining confidentiality of all pertinent records and responding to records requests.

17. Student Recruitment, Enrollment and Registration. Academica West will assist the Board and Principal, at their request, in the development and implementation of the Board and Principal's plan for marketing and the recruitment of students. Academica West will assist the School in developing and implementing a student enrollment and registration process to ensure compliance with the restrictions and limitations of the Charter and applicable law regarding recruitment and admission.

18. Term. This Agreement will commence on July 1, 2024 (the "**Effective Date**"). The terms of this Agreement will end on June 30, 2029 (the "**Term**") unless the Agreement is terminated earlier as specified below.

19. Termination. The Board may terminate this Agreement prior to the end of the Term in the event that Academica West fails to remedy a material breach of the Agreement within sixty (60) days after receipt of written notice of such breach from the Board. Material breach by Academica West would include, but is not limited to: (1) failure to properly account for revenues or expenditures for and on behalf of the School; (2) failure to comply with (a) policies, procedures, rules or regulations duly adopted by the Board, (b) any law, or (c) the provisions of the Charter; (3) gross negligence or willful misconduct of any Academica West personnel in connection with the School; or (4) Academica West's failure to perform services pursuant to this Agreement, which failure materially interferes with the Board's ability to fulfill its responsibilities. Academica West may terminate this Agreement prior to the end of the Term in the event the School fails to remedy a material breach of the Agreement within sixty (60) days after receipt of written notice of such breach from Academica West.

20. Fees.

(a) *Base Compensation*. The School will pay Academica West an annual fee of Five Hundred Dollars (\$500.00) per student for the first five hundred and fifty (550) students enrolled at the School, and Four Hundred Fifty Dollars (\$450.00) per student for every student enrolled in excess of five hundred and fifty (550) students (as determined by the School's audited October 1 enrollment count). The fee will be payable in monthly installments.

(b) *Annual Fee Adjustment*. The per-pupil fee may be increased annually on July 1 of year in proportion to annual percentage changes in the CPI, as calculated below in paragraph 20(b)(i), or in proportion to annual percentage increases in the per-student WPU, as

calculated below in paragraph 20(b)(ii), whichever is lesser. The per-pupil fee will not be decreased due to changes in the CPI or WPU funding.

- i. *Consumer Price Index-Based Fee Adjustment:* The per-pupil fee will be increased in proportion to annual percentage changes in the CPI between the Base CPI and the Adjusted CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. "Base CPI" means the most recently published CPI as of the last day of the last month immediately preceding the Effective Date. "Adjusted CPI" means, for each year in which the Agreement is in effect, the most recently published CPI as of each July 1; *or*
- ii. *WPU-Based Fee Adjustment:* The per-student management fee will be increased in proportion to the fiscal year-to-fiscal year percentage change in the per-student WPU funding provided to the School under state law.

21. Insurance and Indemnification.

- (a) Academica West will maintain in force throughout the term of this Agreement general liability and worker's compensation insurance in the amount of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, professional liability insurance in the amount of at least \$500,000, and crime/employee theft insurance in the amount of at least \$1,000,000. Upon request, Academica West will provide to the School a certificate of insurance naming the School as additional insured.
- (b) Academica West will indemnify, hold harmless and, at the option of the School, defend the School and its agents, employees, officers, and directors from and against all claims, lawsuits, damages, losses and expenses, including but not limited to attorneys' fees and costs of litigation, arising solely out of a negligent act, omission, or willful misconduct by Academica West during its performance of services under this Agreement

22. Miscellaneous.

- (a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
- (b) This Agreement will constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement.
- (c) This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any material amendment to this

Agreement will require approval of the Board.

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

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

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

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

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

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

Academica West, LLC  
290 N. Flint St.  
Kaysville, UT 84037

Utah Career Path High  
550 E. 300 S., Rm. 2025  
Kaysville, UT 84037

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**UTAH CAREER PATH HIGH**  
a Utah nonprofit corporation

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

**ACADEMICA WEST, LLC,**  
a Utah limited liability company

\_\_\_\_\_  
Matt Mouritsen, President

\_\_\_\_\_  
Date

## **DATA CONFIDENTIALITY ADDENDUM**

### **Recitals**

Whereas, the School and Academica West are parties to a Charter School Services Agreement (the “**Agreement**”) to which this Addendum is attached regarding services to be provided by Academica West to the School (the “**AW Services**”).

Whereas, Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third party providers such as Academica West.

Whereas, the parties are entering into this Addendum, in order to ensure that the Agreement complies with § 53E-9-309 and other applicable legal requirements.

### **Agreement**

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

1. Except as provided in Utah Code § 53E-9-309(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School.

A) “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:

- a. a student’s first and last name;
- b. the first and last name of a student’s family member;
- c. a student’s or a student’s family’s home or physical address;
- d. a student’s email address or other online contact information;
- e. a student’s telephone number;
- f. a student’s social security number;
- g. a student’s biometric identifier;
- h. a student’s health or disability data;
- i. a student’s education entity student identification number;
- j. a student’s social media user name and password or alias;
- k. if associated with personally identifiable student data, the student’s persistent identifier, including a customer number held in a cookie or a processor serial number;
- l. a combination of a student’s last name or photograph with other information that together permits a person to contact the student online;
- m. information about a student or a student’s family that a person collects online and combines with other personally identifiable student data to identify the student; and



- n. other information that is linked to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the student, to identify the student with reasonable certainty.

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

3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.

4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.

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

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

7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.

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



Utah Career Path High School  
Professional Service Bid  
and Payment Agreement

April 6, 2024

**For questions contact**  
[marlies@connected2therapy.com](mailto:marlies@connected2therapy.com)  
[www.connected2therapy.com](http://www.connected2therapy.com)

Thank you for the opportunity to submit a bid to Utah Career Path High School. **Connected 2 Therapy (C2T)** offers school-based related services to students needing support to be successful in academic achievement, positive behaviors for learning, and daily school activities. School-based services can conveniently be provided onsite or online – whichever works best for your students. The related services we offer include occupational therapy, physical therapy, speech therapy, behavior therapy, school nursing, hearing screening, and counseling.

All related services are billed at an hourly rate for actual services provided. ***There is no ongoing contract and no hidden cost.***

This document includes the scope of work for available services and a bid showing the hourly rate for each service. **C2T** will send an electronic contract for signature if you'd like to partner with **C2T** and receive school-based or virtual therapy services.

## Scope of Work for related services:

All **C2T** onsite and virtual therapists and assistants provide students individual school-based therapy according to the IEP. In addition, they may assist Utah Career Path High School by:

- Collecting data (evaluation) through test administration and evaluation of additional data of students who have or are suspected of having a disability
- Attending IEP meetings and developing IEP goals
- Documenting student progress
- Consulting with the teachers of students receiving services
- Consulting with school administrators
- Creating progress monitoring reports
- Completing service logs

**Occupational Therapy:** **C2T's** occupational therapists (OT) and certified occupational therapy assistants (COTA) support a student's ability to benefit from this service and participate in the general curriculum. OTs evaluate and provide services to students who have or are suspected of having a disability as defined under IDEA or Section 504. Services may be direct or consultative depending on the educational needs of the student and as required in the IEP or 504 Plan. The related service provider also provides support to school staff in developing appropriate educational programs for students with disabilities as required. COTAs implement intervention and therapy regarding students' fine and gross motor skills and functional abilities under the direction of the OT.

**Physical Therapy:** **C2T's** physical therapists (PT) and physical therapy assistants (PTA) provide support for students who have a disability that interferes with their educational performance and ability to benefit from their education program, including participation in everyday routines and activities. Using their unique expertise in

movement and function, PTs and PTAs prepare students for further education, employment, and independent living. PTs and PTAs design and perform therapeutic interventions, including compensation, remediation and prevention strategies and adaptations, focusing on functional mobility and safe, efficient access and participation in educational activities and routines in natural learning environments. In addition, they play a critical role in educating parents, educators, administrators, and other staff members.

**Speech Therapy** **C2T's** speech-language pathologists (SLP) assess, qualify, and work with students who have a language, social communication, and/or cognitive communication issues that affect the access to their grade level education. The SLP also supervises assigned Speech-Language Technicians (SLT). The SLP provides services to students, assists with language and hearing screenings, completes necessary paperwork regarding IEP goals, services logs and other clerical needs.

**Behavior Therapy:** **C2T's** board certified behavior analysts (BCBA) and registered behavior technicians (RBT) and therapists provide direct service to students. Therapists and technicians work under the direct supervision of a BCBA and receive (at minimum) monthly onsite supervision and training. Direct services may consist of implementing a variety of positive behavioral, social, communicative, and academic interventions and supports to students so as to create positive behavioral change.

**School Nurse:** **C2T's** licensed Registered Nurses (RN) can develop healthcare plans; consultant with other school professionals (e.g., food service, PE, coaches, and counselors); provide health-related education to students and staff in both individual and group settings; manage communicable diseases and assess the school environment as to prevent injury and ensure safety; participate in school safety planning; oversee medication administration; make decisions related to the delegation of healthcare tasks; and provide health advice to the Individualized Educational Plan (IEP) team.

**Hearing Screening:** **C2T** can provide schools assistance with hearing screening. *Full-service* includes trained personnel coming on site to administer a quick hearing screening test to your identified grades. Alternately, schools can transport and lease audiometers and have their own trained personnel administer the screening.

**Counseling:** **C2T's** licensed clinical social workers (LCSW) are mental health professionals who provide services related to a child's social, emotional and life adjustment to school and society. LCSWs are the link between the home, school, and community in providing direct as well as indirect services to students, to promote and support students' academic and social success.

## Costs for related services

**C2T's** licensed therapists use professional judgment, evaluation data, and expected outcomes to select a particular frame of reference that guides each student's individual intervention plan. We assign the best individual to provide necessary services. Services are paid at an hourly rate with no charge for travel (mileage or time) unless Utah Career Path High School is over 100 miles one way from the therapist's office.

### Utah Career Path High School Bid\*

**C2T** will provide Utah Career Path High School school-based, onsite and virtual related services during the 2024-2025 school year based on school request and therapist availability. Utah Career Path High School can request to access services described in this document at the rates specified in the table below.

SLT services	\$ 45 per hour	SLP services	\$ 90 per hour
RBT services	\$ 45 per hour	BCBA services	\$150 per hour
COTA services	\$ 80 per hour	OT services	\$ 90 per hour
PTA services	\$ 45 per hour	PT services	\$ 95 per hour
LCSW services	\$ 90 per hour	RN services	\$ 90 per hour
Full-service hearing screening		\$600 per day	
Lease audiometer (use your own SLP)		\$100 per day	
Mileage reimbursement rate set by IRS		\$ 0.67 per mile in 2024	

\* Utah Career Path High School will be billed monthly for the actual number of hours worked by each therapist plus actual mileage at the Federal Rate if over 100 miles one way.



## CONNECTED 2 THERAPY PAYMENT AGREEMENT

1. This Agreement does not represent an ongoing guarantee of work.
2. C2T will perform work as outlined in the Scope of Work during school year 2024-2025. By signing this Agreement, LEA acknowledges receipt of the Scope of Work.
3. C2T will provide related services according to the IEPs written by LEA Special Education program, 504 Plans written by LEA, and requests of LEA for students that do not have an IEP or 504 Plan. Therapy is provided both on campus and virtually and non-therapy services, such as reports and assessment analysis, are completed off campus.
4. LEA grants C2T access to LEA property, equipment, and materials in performing the duties associated with C2T's job, including a private space for providing assessments or therapy services to students as needed. If an appropriate space is not provided, C2T will not provide services to students but will bill for time and travel.
5. LEA will inform C2T therapist directly of any students not in attendance at school or not planning to attend the therapy session each day prior to the start of services. If C2T therapist waits for a student that is absent and was not informed the student was absent or not attending a session, then LEA will be billed for the entire session.
6. For the services outlined in the Scope of Work, C2T will be compensated for related services per hour, mileage at the rate set by the IRS if applicable, to be billed monthly based on the number of hours used, miles driven by the provider, and total amount reimbursed to LEA. The rates in this document pertain to school year 2024-2025.
7. Services will be billed monthly, as applicable:
  - a. Occupational Therapist \$ 90 per hour
  - b. COTA \$ 80 per hour
  - c. Speech Language Pathologist \$ 90 per hour
  - d. Speech Language Therapist \$ 45 per hour
  - e. Physical Therapist \$ 95 per hour
  - f. LCSW \$ 90 per hour
  - g. BCBA \$150 per hour
  - h. Registered Behavior Tech. \$ 45 per hour
  - i. Registered Nurse \$ 90 per hour
  - j. Hearing screening \$600 per day
  - k. Lease audiometer \$100 per day
  - l. Fees and expenses \$150 per hour
  - m. Mileage \$0.67 per mile through December 31, 2024

8. Payment is due within 30 days of invoice. Accounts not paid within terms are subject to a 2% monthly finance charge.
9. To perform the services necessary under this Agreement, C2T Therapists will require access to student information, including information protected by State and Federal law. C2T agrees to maintain confidentiality of this student information.
10. C2T agrees to provide the following evidence of eligibility to LEA:
  - a. Documentary evidence of identity and eligibility for employment in the U.S.A.
  - b. Evidence of a current license necessary to provide related service.
  - c. Completion of a criminal background check. (A current educator license or DOPL will fulfill this requirement.)
  - d. Evidence of Worker's Compensation insurance.
  - e. Evidence of Commercial General Liability Coverage of at least \$1,000,000 per person per occurrence and \$3,000,000 aggregate.
11. Pursuant to 34 CFR 80.36(i)(10), C2T agrees to provide access to a grantee of federal funds, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any C2T books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. C2T agrees to retain all required records for three years after final payment and all other pending matters are closed. C2T agrees to provide information as requested subject to fees and expenses.
12. C2T shall be fully liable for the actions of its agents, employees, officers, partners, and contractors, and shall fully indemnify, defend, and save harmless the LEA from all claims, losses, suits, actions, damages, and costs of every name and description arising out of C2T Contractor's performance of this Agreement to the extent caused by any intentional wrongful act or gross negligence of C2T, its agents, employees, officers, partners, or contractors, without limitation; provided, however, that the C2T shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the LEA. The parties agree that if there are any limitations of C2T's liability, including a limitation of liability clause for anyone or whom C2T is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
13. This Agreement represents an acknowledgement of both parties and is the entire agreement between the parties with regard to payment. This Agreement supersedes any other agreement regarding related services and payment, either written or verbal.
14. If any portion of this Agreement is deemed by a court of competent jurisdiction to be nonbinding, it shall not affect any other portion of said Agreement.
15. This Agreement will be governed by and interpreted in accordance with the laws of the State of Utah.

If you are interested in receiving these services as described in the Scope of Work, Costs, and Agreement, please complete the required information and return.

LEA Representative

C2T Representative



# **CAREER PATH HIGH**

## **BOARD MEMBER TERMS & ELECTED OFFICERS**

### **Board terms:**

1. David Hansen (Board Chair)  
3<sup>rd</sup> Term Expires: 06/30/2024
2. Angie Osguthorpe (Vice Chair)  
2<sup>nd</sup> Term Expires: 06/30/2024
3. Leslie Mock (Davis Tech Representative)  
1<sup>st</sup> Term Expires: 12/31/2024
4. Natalie Brush (Board Member)  
1<sup>st</sup> term Expires: 06/30/2027
5. Paul Ray (Board Member)  
1<sup>st</sup> Term Expires: 06/30/2027

# Career Path High School Improvement Plan

## SY 24 - SY 27

### SMART GOAL 1

**SMART Goal 1:** By June of 2027, Career Path High students with disabilities in grades 9-10 will increase their proficiency on the Utah Aspire Plus Science exams by 10%.

#### Goal 1- Strategy 1:

Beginning in June 2024, the Science department in collaboration with school leadership, will evaluate the scope and sequence of science courses to ensure the courses are aligned with fidelity to Utah Core Science Standards and identify any gaps within the curriculum to be completed by August 2024.

#### **Goal 1 Strategy 1 Milestone:**

- By August of 2024, the science department will have a plan for addressing the gaps and insufficiencies in the curriculum and begin implementation beginning in school year 2024-25.
- By the end of the 24-25 school year, 3% increase of the SWD will be proficient on the Utah Aspire Plus Exam.
- By the end of the 25-26 school year, 6% increase of the SWD will be proficient on the Utah Aspire Plus Exam.
- By the end of the 26-27 school year, 10% increase of the SWD will be proficient on the Utah Aspire Plus Exam.

#### **Goal 1 Strategy 1 Action Step 1:**

- Beginning in June 2024, the science department will evaluate their current curriculum and create an alignment report to identify gaps in their curriculum, particularly in the areas of hands-on experiments and labs, by August 2024 and develop and implement a curriculum plan to address the gaps quarterly.

#### **Action Step 1 Indicator:**

- By September 2024, the Academic Dean will assess the course fidelity and calculate the percentage of standards covered by each course.

#### **Action Step 1 Frequency of Monitoring:**

- Weekly review of the instructional plan in data meetings

#### **Goal 1 Strategy 1 Action Step 2:**

- The Science Department will evaluate student progress towards learning targets on quarterly interim assessments and adapt curriculum to address student learning needs.

#### **Action Step 2 Indicator:**

- Beginning October 2024, data from quarterly interim assessments will be collected and analyzed in order to make curriculum modifications to address student learning deficiencies.

#### **Action Step 2 Frequency of Monitoring:**

- Quarterly review of interim assessments test scores by the science department and present to the leadership team

**Goal 1 Strategy 1 Action Step 3:**

- Completing yearly evaluation of student learning in alignment with the end of year Aspire Plus Results

**Action Step 3 Indicator:**

- Aspire Plus Science scores for SWD

**Action Step 3 Frequency of Monitoring:**

- Annual review of test scores by the science department and present to the leadership team.

**Professional Learning to address Instructional Practice Needs:**

- Book Study into Blended Learning
  - UDL and Blended Learning Copies | by Novak and Tucker
  - The Shift to Student Led Copies | by Novak and Tucker
- Modern Classroom PD Course on Blended Learning

**Estimated Budget:**

- Science Lab \$30,000
- Stipend for curriculum alignments \$2,500

**Communication Strategy/Plan:**

- The Academic Dean will meet with the science department to communicate goals and priorities yearly.
- The science department will collaborate with the Academic Dean on a timeline for the tasks quarterly.
- The science department will communicate with the Academic Dean on their progress on the timeline set forth in their timeline weekly.
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

## **Goal 1- Strategy 2:**

Throughout the 2024-2025 school year, the science department will engage in professional learning through training and observations on rigor and depth of knowledge and incorporate assessments and tasks that reach the levels of Analysis and Knowledge Utilization in Marzano's Taxonomy of Educational Objectives.

### **Goal 1 Strategy 2 Milestone:**

- By December 2024, the science department will complete a professional learning plan on deeper learning.
- By June 2025, the science department will incorporate assessments and tasks that reach the levels of Analysis and Knowledge Utilization in Marzano's Taxonomy of Educational Objectives.

### **Goal 1 Strategy 2 Action Step 1:**

- By July 2024, The Academic Dean in collaboration with school leadership will define the instructional cycles for professional learning for the 2024-25 school year and solidify the school professional learning plan which will include a cycle and targeted support on deeper learning.

### **Action Step 1 Indicator:**

- 2024-25 Professional Learning Plan Completed in August 2024

### **Action Step 1 Frequency of Monitoring:**

- Weekly review of the learning plan progress by the Academic Dean
- Monthly review of the learning plan during Leadership Meeting

### **Goal 1 Strategy 2 Action Step 2:**

- Beginning August 2024, the Academic Dean will lead professional learning opportunities for the science department on deeper learning through the framework of Marzano's Taxonomy of Educational Objectives.

### **Action Step 2 Indicator:**

- Completed Agendas and Presentations

### **Action Step 2 Frequency of Monitoring:**

- Weekly review of the learning plan progress by the Academic Dean
- Monthly review of the learning plan during Leadership Meeting

### **Goal 1 Strategy 1 Action Step 3:**

- Beginning December 2024, the science department will incorporate assessments and tasks that reach the levels of Analysis and Knowledge Utilization in Marzano's Taxonomy of Educational Objectives.

### **Action Step 3 Indicator:**

- Completed Standards and Alignment Document indicating where deeper learning is assessed by June 2025 with annual review and revisions based on student proficiency.

### **Action Step 3 Frequency of Monitoring:**

- Quarterly in One-on-One Data Conferences with the Academic Dean and the science department in conjunction with interim assessments

**Professional Learning to address Instructional Practice Needs:**

- Professional Learning Cycle on Marzano's Taxonomy of Educational Objectives
- Professional Development with Catapult on Rigor
- Meaningful Inclusion Conference
- Modern Classroom Virtual Mentorship
- State Science Educator Conference

**Estimated Budget:**

- Professional Development \$6,000
- Substitute \$1,500

**Communication Strategy/Plan:**

- The Academic Dean will meet with the science department to communicate goals and priorities yearly.
- The science department will collaborate with the Academic Dean on a timeline for the tasks quarterly.
- The science department will communicate their progress on the timeline set forth in their timeline weekly.
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

**Goal 1- Strategy 3:**

Beginning in October of 2023, the science department will complete the Virtual Mentorship program with The Modern Classroom Project and implement the curriculum design principles with fidelity by June of 2026.

**Goal 1 Strategy 3 Milestone:**

- By December 2024, the science department will complete the Virtual Mentorship Program from The Modern Classroom Project
- By June of 2025, the science department will have identified their mastery levels for the standards within their courses based on their professional learning from the Modern Classroom Project.

**Goal 1 Strategy 3 Action Step 1:**

- Beginning in October of 2023, the science department will be enrolled in a Virtual Mentorship Cohort of the Modern Classroom and complete the program.

**Action Step 1 Indicator:**

- Progress through the modules as notated on the school's PD progress tracker and Certificate of Completion from the Modern Classroom Project by January 2025.

**Action Step 1 Frequency of Monitoring:**

- Weekly review of progress on professional development tracker by Academic Dean in weekly coaching sessions.
- Monthly report of progress to the Leadership Team

**Goal 1 Strategy 3 Action Step 2:**

- Beginning in December of 2024, the science department will identify the mastery levels for the standards within their courses based on their professional learning from the Modern Classroom Project with completion set by June of 2025 and annual review and revision based on student proficiency data.

**Action Step 2 Indicator:**

- Completed Mastery Levels listed on the Standards Alignment Form by June of 2025

**Action Step 2 Frequency of Monitoring:**

- Quarterly review of the curriculum alignment by the Academic Dean

**Goal 1 Strategy 3 Action Step 3:**

- In June of 2025, the science department will assess their implementation of Modern Classroom Project on the MCP's Implementation rubric and develop a plan with the Academic Dean to address the gaps in implementation by June 2026.

**Action Step 3 Indicator:**

- The Science Department will complete the MCP Implementation Plan by June of 2026

**Action Step 3 Frequency of Monitoring:**

- Bi-Weekly Coaching Conversations with the Academic Dean

**Professional Learning to address Instructional Practice Needs:**

- Enrollment in the Virtual Mentorship program with MCP

**Estimated Budget:**

**Substitute: \$2,550**

**Communication Strategy/Plan:**

- The Academic Dean will meet with the Science Department to communicate goals and priorities annually in August.
- The Science Department will collaborate with the Academic Dean on a timeline for the tasks quarterly in conjunction with interim assessment data reviews.
- The Science Department will communicate their progress on the timeline set forth in their timeline weekly during coaching sessions.
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

## SMART GOAL 2

### SMART Goal:

By June 2027, Career Path High students with disabilities in grades 9-10 will increase their proficiency on the Utah Aspire Plus Math exams to 15%.

### Goal 2 Strategy 1

Beginning in June 2024, school leadership will identify the Evidence Based Instructional Strategies for the 2024-25 school year and refer the identification of strategy priorities to the Math Department for the selection and implementation plan to be created in August 2024 to increase student proficiency in math.

#### Goal 2 Strategy 1 Milestone

- Beginning August 2024, teachers will engage in professional learning cycles focusing on one new EBIS quarterly with successful implementation each quarter.
- By May 2025, teachers will effectively implement 3 EBIS strategies weekly. This will be repeated annually.

#### Goal 2 Strategy 1 Action Step 1

- In June 2024, the Leadership Team will identify the EBIS Framework and task the Math Department with identifying 4 instructional strategies to implement during the 2024-25 school year on a quarterly basis with their recommendation due in August 2024. This process will be reviewed and repeated annually.

#### Action Step 1 Indicator

- In August 2024, the Math Department will report their selected strategies to the Leadership Team. This process will be repeated annually.

#### Action Step 1 Frequency of Monitoring

- The Leadership Team will annually review and modify the EBIS Plan annually based on student proficiency data.

#### Goal 2 Strategy 1 Action Step 2

- In August 2024, the Academic Dean will review the Math Department's proposal and incorporate the identified EBIS into the instructional cycles for professional development. This process to be repeated annually.

#### Action Step 2 Indicator

- In August 2024, the Academic Dean will share the PD plan with the Leadership Team with the selected EBIS incorporated. This process to be repeated annually.

#### Action Step 2 Frequency of Monitoring

- The Academic Dean will monitor the implementation of the plan weekly assessing implementation.
- The Academic Dean will report implementation progress to the leadership team monthly.

#### Professional Learning to address Instructional Practice Needs

Weekly differentiated professional development aimed at Adapting Instruction  
Meaningful Inclusion Conference

Estimated Budget

- Math Supplies \$3,000
- Substitutes -\$4,500
- “Classroom Instruction that Works” By Marzano \$270

**Communication Strategy/Plan**

- The Leadership Team will meet with the Math Department to communicate goals and priorities annually in August.
- The Math Department will collaborate in August, annually, to identify their recommendations and report to the Leadership Team their recommendation.
- The Academic Dean will communicate the professional learning cycles and PD plan to the Leadership Team in August 2024.
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

**Goal 2 Strategy 2**

Beginning August 2024, the Academic Dean will develop and implement a weekly professional development and instructional coaching plan rooted in the identified EBIS to improve the quality of math instruction. This plan will be revised at minimum quarterly as instructors demonstrate proficiency.

**Goal 2 Strategy 2 Action Step 1**

Beginning in August 2024, the Academic Dean will develop professional development/curate modules and presentations on the identified EBIS and deliver them to the Math Department Bi-Weekly.

**Action Step 1 Indicator**

- By June of 2025, the Math Department will have completed 4 self-paced modules and participated in 8 live professional learning sessions on the identified EBIS annually.

**Action Step 1 Frequency of Monitoring**

- The Academic Dean will monitor the implementation of the plan weekly assessing effectiveness.
- The Academic Dean will report implementation progress to the leadership team monthly.



## **Goal 2 Strategy 2 Action Step 2**

Beginning in August 2024, the Academic Dean will meet with the math department instructors quarterly to establish individual learning goals in alignment with the selected EBIS and weekly thereafter to provide coaching and feedback.

### **Action Step 2 Indicator**

- Annually in June beginning 2025, the members of the math department will demonstrate effective instructional practice and proficient implementation of 3 of the 4 EBIS

### **Action Step 2 Frequency of Monitoring**

- The Academic Dean will monitor the math departments engagement and progress during weekly coaching sessions.
- The Academic Dean will report coaching progress to the leadership team monthly

## **Professional Learning to address Instructional Practice Needs**

Marzano Virtual Training

CIE Training and Support in Developing Coaching Plan

### **Estimated Budget**

- Professional Development - Marzano \$6,000
- Instructional Coach stipends - \$21,000

### **Communication Strategy/Plan**

- The Academic Dean and SPED Director will meet with the Math Department to communicate goals and priorities annually in August.
- The Math Department will collaborate with the Academic Dean on EBIS implementation and professional learning goals quarterly.
- The Math Department will communicate their progress and improve their practice based on feedback weekly during coaching sessions
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

## **Goal 2 Strategy 3 - PLC - DATA**

Beginning August 2024, teachers and staff will implement a data analysis protocol and plan specific instructional scaffolds in PLC's to improve the quality of targeted math instruction.

### **Goal 2 Strategy 3 Milestone**

- At each NWEA Administration, 80% SWD's will meet their projected growth goals as indicated on the NWEA Math Interim Assessment
- By June 2025, 5% of SWD will have scored in the proficient range on the Math Utah Aspire Plus Assessment.

**Goal 2 Strategy 3 Action Step 1**

- In June 2024, the Leadership Team in collaboration with the CIE will create a data analysis protocol to be used by PLCs in their weekly meetings.

**Action Step 1 Indicator**

- In August 2024, the plan will be disseminated to all PLCs by the Leadership Team.

**Action Step 1 Frequency of Monitoring**

- Leadership Team members will join PLC's weekly to ensure adherence to protocols.
- Quarterly, the Leadership Team will review PLC protocol implementation and identify areas in need of improvement.

**Goal 2 Strategy 3 Action Step 2**

Beginning August 2024, the Academic Dean and CIE will provide quarterly professional development and support for the implementation of the data analysis protocols in PLC's.

**Action Step 2 Indicator**

By June 2025 teachers will report higher confidence in supporting student learning through following the data protocols in PLC's as measured by our instructor end of year survey.

**Action Step 2 Frequency of Monitoring**

Weekly observation of PLC work by the Leadership Team members.

Monthly report and update provided to Leadership Team.

Annual end of year survey to self-assess instructional growth in implementing protocols and supporting student learning through PLCs

**Professional Learning to address Instructional Practice Needs**

PLC feedback - weekly/biweekly

Catapult Professional Development in PLC practices.

**Estimated Budget**

NWEA - \$10,500

**Communication Strategy/Plan**

- The Leadership Team will communicate the purpose and protocols to the instructional team by August of 2024.
- The Leadership Team will provide coaching and support weekly to ensure fidelity to established PLC Protocols
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

# SMART GOAL 3

## Smart Goal 3:

- By June 2027, Career Path High students with disabilities(SWDs) will increase their graduation rate to 85%.

## Goal 3 Strategy 1

- Increase student efficacy by creating and implementing college and career readiness modules based on Utah's Portrait of a Graduate into their Learning Strategies course.

## Goal 3 Strategy 1 Milestones:

- College and Career Readiness Committee (CCRC) will be established by June 1, 2024
- Beginning in September of 2024, CCRC will review Utah's Portrait of a Graduate and identify the priorities for inclusion in the 2024-25 Learning Strategies Curriculum.
- By January of 2025, modules will be built and launched based on the recommendation of the CCRC.

## Goal 3 Strategy 1 Action Step 1

- CCRC will establish the components of a quality Learning Strategies curriculum--using Utah's Portrait of a Graduate as a guidepost--and identify the gaps that need addressing quarter 3's curriculum by November 2024.

## Action Step 1 Indicator

- Beginning January 2025, the CCRC's recommendations will be incorporated into the Learning Strategies course curriculum.

## Action Step 1 Frequency of Monitoring

- CCRC will report monthly to the Leadership Committee on the progress and implementation of the goal.

## Professional Learning to address Instructional Practice Needs

- Personalized & Competency-Based Learning PD from UEN
- Modern Classroom Training
- Meaningful Inclusion Conference

## Estimated Budget

- Meaningful Inclusion Conference Fee \$1,650
- Meaningful Inclusion Conference Stipends \$9,000
- CCR Committee Stipends \$7,500

## Communication Strategy/Plan

- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.

## **Goal 3 Strategy 2**

Beginning May 2024, the leadership team in conjunction with the CCRC will establish a three year plan and criteria for the implementation of learner profiles to support success coaches in monitoring student ownership and progress towards earning credits towards graduation and building partnerships with families to support students' learning goals in and beyond high school.

### **Goal 3 Strategy 2 Milestone:**

- Beginning in June 2024, the committee will establish the vision for learner profiles at Career Path High and timeline out an implementation plan.
- Annually the plan and implementation will be reviewed by the committee to ensure that they are supporting student learning needs and supporting success coaches advocating for student learning.

### **Goal 3 Strategy 2 Action Step 1:**

- Beginning in June 2024, The CCR Committee will develop and annually review a three year roll-out of the Learner Profile Implementation Plan with first phase implementation occurring in August 2024.

### **Action Step 1 Indicator:**

- Beginning in August 2024, a learner profile will be created for every student by the student's success coach by the end of Quarter 1--with any later enrollments having a profile completed within 1 month of enrolling. This process is to be completed annually.

### **Action Step 1 Frequency of Monitoring:**

- Weekly during grade level PLC's by leadership

### **Goal 3 Strategy 2 Action Step 2:**

- Beginning August 2024, Success Coaches will monitor student progress as reported on the student learner profile, set weekly goals with the student based on their progress, and ensure that parents are aware of the student's progress weekly.

### **Action Step 2 Indicator:**

- The successful completion of the weekly accountability assignment in Learning Strategies by 80% of Students.

### **Action Step 2 Frequency of Monitoring:**

- Monthly Instructional Review with Success Coach and Academic Dean to review student engagement and participation in weekly meetings

## **Professional Learning to address Instructional Practice Needs**

EdLeader21 Network training

### **Estimated Budget**

**EdLeader21 Membership - \$2,000**

### **Communication Strategy/Plan**

- Monthly reporting to School Leadership Team
- Quarterly reporting to School Improvement Committee
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.

### **Goal 3 Strategy 3**

- Goal 3 Strategy 3: Beginning June 2025, Career Path High will develop a plan to implement student portfolios and student-led conferences in phases to increase student ownership and parental investment in learning by the 2026-27 School Year.

#### **Goal 3 Strategy 3 Milestones:**

- Beginning in June of 2025, the CCR committee will develop expectations for student portfolios and the priorities for inclusion in the 2025-26 Learning Strategies Curriculum.
- By August of 2025, modules will be built and launched based on the recommendation of the committee.

#### **Goal 3 Strategy 3 Action Step 1**

- Beginning August 2025, the committee's recommendations will be incorporated into the Learning Strategies course curriculum.

#### **Action Step 1 Indicator**

- Beginning August 2025, each student will have a Google Site developed for their portfolio and access will be shared with their success coach.

#### **Action Step 1 Frequency of Monitoring**

- Monthly during success time meetings

#### **Goal 3 Strategy 3 Action Step 2**

- Beginning in August 2025, students will document their educational artifacts in their online student portfolio and share their work during their weekly success time meetings.

#### **Action Step 2 Indicator**

- By November 2025, each student will have work in their portfolio and have shared it with their crew.

**Action Step 2 Frequency of Monitoring**

- Quarterly with end of term debriefs - Sc with crews
- CCR Committee will review and report to Leadership team

**Goal 3 Strategy 3 Action Step 3**

- Beginning in August 2026, students will prepare their portfolios to be shared with their parents/guardians during student-led conferences held twice a year.

**Action Step 3 Indicator**

- Beginning in October 2026, students will present their portfolios in accordance with established guidelines with their parents during student-led conferences.

**Action Step 3 Frequency of Monitoring**

- Semiannually after student-led conferences
- CCR Committee will report to Leadership team

**Professional Learning to address Instructional Practice Needs**

- Professional Development on Student Led conferences

**Estimated Budget**

N/A

**Communication Strategy/Plan**

- Monthly reporting to School Leadership Team
- Quarterly reporting to School Improvement Committee
- The Leadership team will report to Parents on the progress of the plan on a semester basis and solicit actionable feedback to be reviewed and implemented by the School Improvement and Leadership Team.
- The Principal/Director will report to the board bi-monthly on the progress of the plan and solicit actionable feedback to be reviewed and implemented by the school improvement and leadership team.
- The Leadership Team will report to students on the progress of the plan focused on a selected topic on a monthly basis and solicit actionable feedback to be reviewed and implemented by the School Improvement team.









# CPH WALL PROJECT

DOOR FRAMES	\$500.00
HARDWARE	\$2,425.00
PAINT AND SUPPLIES	\$150.00
COVE BASE	\$120.00
FRAMING & WALL MATERIALS	\$750.00
ELECTRICAL	\$200.00
LABOR	\$1,600.00
Contingency	\$574.50
TOTAL	\$6,319.50

**Career Path High**  
**Student Conduct and Discipline Policy**  
**Adopted: June 19, 2017**  
**Revised: January 7, 2019**  
**Revised: August 17, 2020**  
**Reviewed: June 21, 2021**  
**Reviewed: June 27, 2022**  
**Reviewed: October 16, 2023**  
**Revised: June 17, 2024**

## **1. PURPOSE, BELIEFS, AND PHILOSOPHY**

### **1.1 Purpose**

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

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

The School will promote and require:

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

### **1.2 Beliefs and Expectations**

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

#### **Beliefs:**

- Punishment alone will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem

- Adults must model the behaviors they expect from the students
- We expect conflicts, but we expect conflicts to be resolved and relationships mended

#### **Expectations:**

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

### **1.3 Procedural Philosophy**

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

#### **Procedures:**

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

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

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

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

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

- The student will be subjected to consequences and positive behavior support to ensure that the student will make better choices in the future. Consequences might include:
  - In-School Suspension
  - Out of School Suspension
  - Expulsion
  - Restitution
  - Repayment for damages
- The student will work to earn back the trust of the School community by actions such as:

- Genuine apology to injured or affected parties
- Demonstration of appropriate behaviors following the incident
- Repair or replace any damaged items

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

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

## **2. ENVIRONMENT**

### **2.1 Safe School Environment**

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

### **2.2 Discrimination Prohibited**

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

## **3. DEFINITIONS**

### **3.1 Suspension**

For purposes of this policy, suspension is a temporary removal of a student from School and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the Principal's discretion, have access to homework, tests, and other schoolwork through a

home study program but will not be allowed to attend classes or participate in any School activities during the period of suspension.

### **3.2 Expulsion**

For purposes of this policy, expulsion means the formal process of dismissing a student from School. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student where appropriate and feasible. However, the Principal 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 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 Code Ann. § 32B-1-102;
- [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 the following reasons:

[a] a serious violation affecting another student or a staff member, or a serious violation occurring in a School building, in or on School property, or in conjunction with a 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 use of violence or sexual misconduct, including but not limited to such violence or sexual misconduct related to hazing;

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

(iv) 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;

[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; or

[c] making a false report of an emergency at the School or another school under Utah Code Ann. § 76-9-202(2)(d).

## **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, involving a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from School and all School programs and activities for a period of not less than one (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“CMT”), which shall be comprised of the Principal, 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, conditioned on approval by the Board and giving highest priority to providing a safe school environment for all students.

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

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

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

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

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

[a] use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug

paraphernalia in a School building, in a School vehicle, on School property, or in conjunction with any School-sponsored activity;

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

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

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

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

#### **4.4.3 Drug Testing**

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

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

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

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

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

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

### **4.5 Gangs**

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

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

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

- [a] Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;
- [b] Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, hand shakes, etc.) that demonstrates membership in or a affiliation with a gang;
- [c] Soliciting others for membership in a gang;
- [d] Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, abusing, or harassing any person;
- [e] Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;
- [f] Committing any illegal act; or
- [g] Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.3.1 Parental Responsibility**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6.3 Habitual Disruptive Student Behavior Notice**

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

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

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

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

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

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

### **6.4.1 Definitions.**

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

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

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

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

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

[a] if the alleged offense on School property is a class C misdemeanor, an infraction, or a status offense, or a minor is alleged to be a habitual truant, the minor shall 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 certified youth court, as defined in § 80-6-901, 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);

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



(6) truancy mediation; 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 a court only if:

(i) the minor allegedly committed an offense on School property on a previous occasion; 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 the previous offense.

[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.

[e] If a minor is alleged to be a habitual truant, the minor may be referred to a law enforcement officer or agency or a court if:

(i) the minor was previously alleged of being a habitual truant at least twice during the same school year; and

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

[f] If a minor commits an offense on School grounds when School is in session or at a School-sponsored activity and that information is reported to, or known by, a School employee, the School employee shall notify the Principal. After receiving such a notification, the Principal shall notify a law enforcement officer or agency if the Principal may refer the offense to a law enforcement officer or agency as explained above in this section. The Principal shall also notify other School personnel if the Principal determines that other School personnel should be informed.

**6.4.4 Referral of Students for Firearm Offense.** If a student brings a firearm or weapon to the School, the student shall be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court.

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

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

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

**7.1.1** Talking with the student;

**7.1.2** Class schedule adjustment;

**7.1.3** Phone contact with the parent or legal guardian;

**7.1.4** Informal parent/student conferences;

**7.1.5** Behavioral contracts;

**7.1.6** After-school make-up time;

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

**7.1.8** Short-term at-home suspensions;

**7.1.9** Appropriate evaluation;

**7.1.10** Home study;

**7.1.11** Alternative programs; or

**7.1.12** Law enforcement assistance as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.1** If the Principal believes that a student should be suspended for more than ten (10) days or expelled, the Principal may make the initial decision and shall meet with the student's parent or guardian to discuss the charges against the student and the proposed discipline within five (5) school days after the suspension or expulsion began. If requested in writing, the Principal shall also notify the non-custodial parent of the suspension or expulsion as outlined in Section 8.2 of this policy.

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

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

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

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

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

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

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

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

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

### **9.3 Hearing Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **9.3.4 Hearing Rules**

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

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

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

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

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

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

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

### **10.1 Required Services**

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

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

#### **10.1.2 IDEA**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10.4 Parental Notice**

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

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

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

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

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

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

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

(ii) Observations of the student; and

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

[b] Then determines whether:

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



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

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

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

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

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

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

**10.6 IEP Meetings for Functional Behavioral Assessments**

**10.6.1 Post-Discipline Functional Behavioral Assessments**

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

**10.6.2 Pre-Discipline Behavioral Intervention Plans**

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

**10.7 Placement During Appeals and Stay Put**

**10.7.1** If a parent requests a due process hearing to challenge the interim alternative educational setting or the manifestation determination, the student must remain subject to the disciplinary

action pending the decision of the hearing officer or until the expiration of the forty-five (45) day period, whichever occurs first, unless the parent and School officials agree otherwise.

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

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

### **11.1 Elements of Plan**

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

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

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

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

## **14. INVESTIGATIONS**

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

### **14.1 General Investigation Guidelines for Principal**

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

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

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

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

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

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

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

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

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

## **14.2 Coordination with Law Enforcement**

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

**14.2.1** The School administration may invite law enforcement officials to the School to:  
[a]conduct an investigation of alleged criminal conduct on the School premises or during a School-sponsored activity;

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

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

### **14.2.2 Investigation of Criminal Conduct**

During an investigation for violation of School rules, it may become evident that the incident under investigation may also be a violation of criminal law. If the School official has reason to

suspect that a criminal act has been committed and, in the opinion of the Principal, law enforcement should be notified, the following procedure should be followed:

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

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

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

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

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

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

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

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

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

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

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



- (i) The officers shall be required to get prior approval of the Principal or other designated person before beginning an investigation on School premises.
- (ii) The Principal shall document the circumstances warranting the investigation as soon as practical.
- (iii) Alleged criminal behavior related to the School environment brought to the Principal's attention by law enforcement officers shall be dealt with under the provisions of Section 14.1.
- (iv) Law enforcement officials (investigating School-related or student-related crimes) may not have access to student education records, aside from directory information, unless they have a subpoena or court order or permission from parent or guardian.
- (v) Directory information is limited to a student's name, home address, date of birth, phone number, class schedules and parents' address and phone numbers for use in case of emergency.

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

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

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

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

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

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

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

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

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

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

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

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

**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 Principal, 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 Principal 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 Principal 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 Principal, 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 Principal 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 Student Lockers**

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

### **16.1.2 Searches of Students and Student Property**

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

## **16.2 Searches of Personal Belongings**

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

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

## **16.3 Searches of Person**

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

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

[b]The search shall be observed by an objective third party of the same sex as the student being searched (i.e., Principal, 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 Requirements After Receiving Notification From Juvenile Court and/or Law Enforcement Agencies of a Student's Serious Offense or Sexual Crime.**

**17.1.1** If the President of the Board is notified by the juvenile court that a current or former student of the School has been adjudicated for a serious offense or sexual crime or is notified by a law enforcement agency that a current or former student of the School has been taken into custody or detention for a serious offense or sexual crime, the President of the Board shall notify the Principal within three (3) days of receiving the notification.

“Serious offense” is defined in Utah Code Ann. § 80-6-103 and means the following: a violent felony as defined in § 76-3-203.5; an offense that is a violation of Title 76, Chapter 6, Part 4, Theft, and the property stolen is a firearm; or an offense in violation of Title 76, Chapter 10, Part 5 Weapons.

“Sexual crime” or “sexual misconduct” means any conduct described in Title 76, Chapter 5, Part 4, Sexual Offenses; Title 76 Chapter 5b, Sexual Exploitation Act; § 76-7-102, incest; § 76-9-702, lewdness; and § 76-9-702.1, sexual battery.

**17.1.2** Upon receipt of the information about a student's serious offense (whether from the President of the Board or directly from the juvenile court or law enforcement agency), the Principal shall make a notation in a secure file other than the student's permanent file. Beginning no later than July 1, 2025, the School shall digitally maintain the secure file or, if available, the student's related reintegration plan described below, for one year from the day the notice is received and ensure the secure file follows the student if the student transfers to a different school.

**17.1.3** Upon receipt of the information about a student's serious offense or sexual crime (whether from the President of the Board or directly from the juvenile court or law enforcement agency), the Principal shall, if the student is still enrolled in the School, notify staff members who, in the Principal's opinion, should know of the adjudication, arrest, or detention. Staff members receiving information about a juvenile student'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, or within a reasonable time after otherwise being notified of a student committing a serious offense or sexual crime, 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 and Youth Services, the School's Safety and Security Specialist, the School's Safety and Security Director, 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;

[c] an academic intervention for the student; and

[d] if the serious offense or sexual crime was directed at a School employee or another student within the School, notification of the reintegration plan to that School employee or student and the student's parent.

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

**17.2.4** The School's Resource Officer (if any) shall provide input for the School to consider regarding the safety risks a student may pose upon integration. The School shall also notify its Resource Officer (if any) of any student who is on probation.

**17.2.5** The School shall not reintegrate a student when:

[a] a student or staff member of the School has a protective order against the student being reintegrated; or

[b] a student or staff member of the School is a victim of the serious offense or sexual crime committed by the student being reintegrated.

**17.2.6** A reintegration plan under this section is classified as a protected record under Utah Code Ann. § 63G-2-305. All other records of disclosures under this section are governed by the Government Records Access and Management Act and the Family Educational Rights and Privacy Act ("FERPA").

## **17.3 Students Committing a Serious Offense or Sexual Crime are Subject to Suspension or Expulsion**

Students who commit a serious offense or sexual crime, whether on or off School property, are subject to the suspension and expulsion provisions of this policy.

## **17.4 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.

### **17.4.1 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.

### **17.4.2 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), the student's parent or guardian has authorized disclosure, or a FERPA exception applies.

## **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 Principal; and

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

**18.7.2** The ESI committee shall:

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

[b] determine and recommend professional development needs;

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

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

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

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

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

**18.8 Corporal Punishment**

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

**19. TRAINING**

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

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

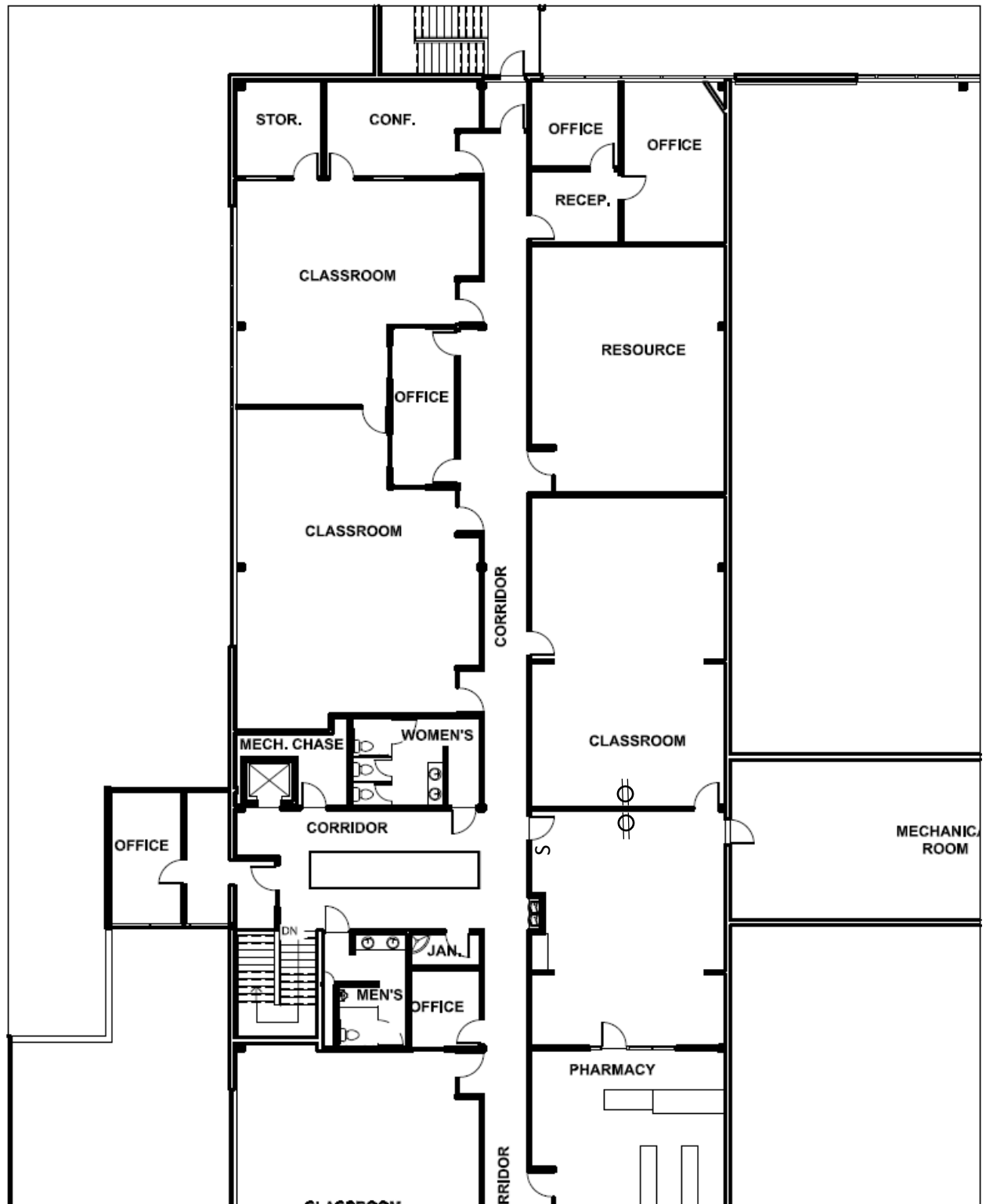
**19.3** The Principal shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

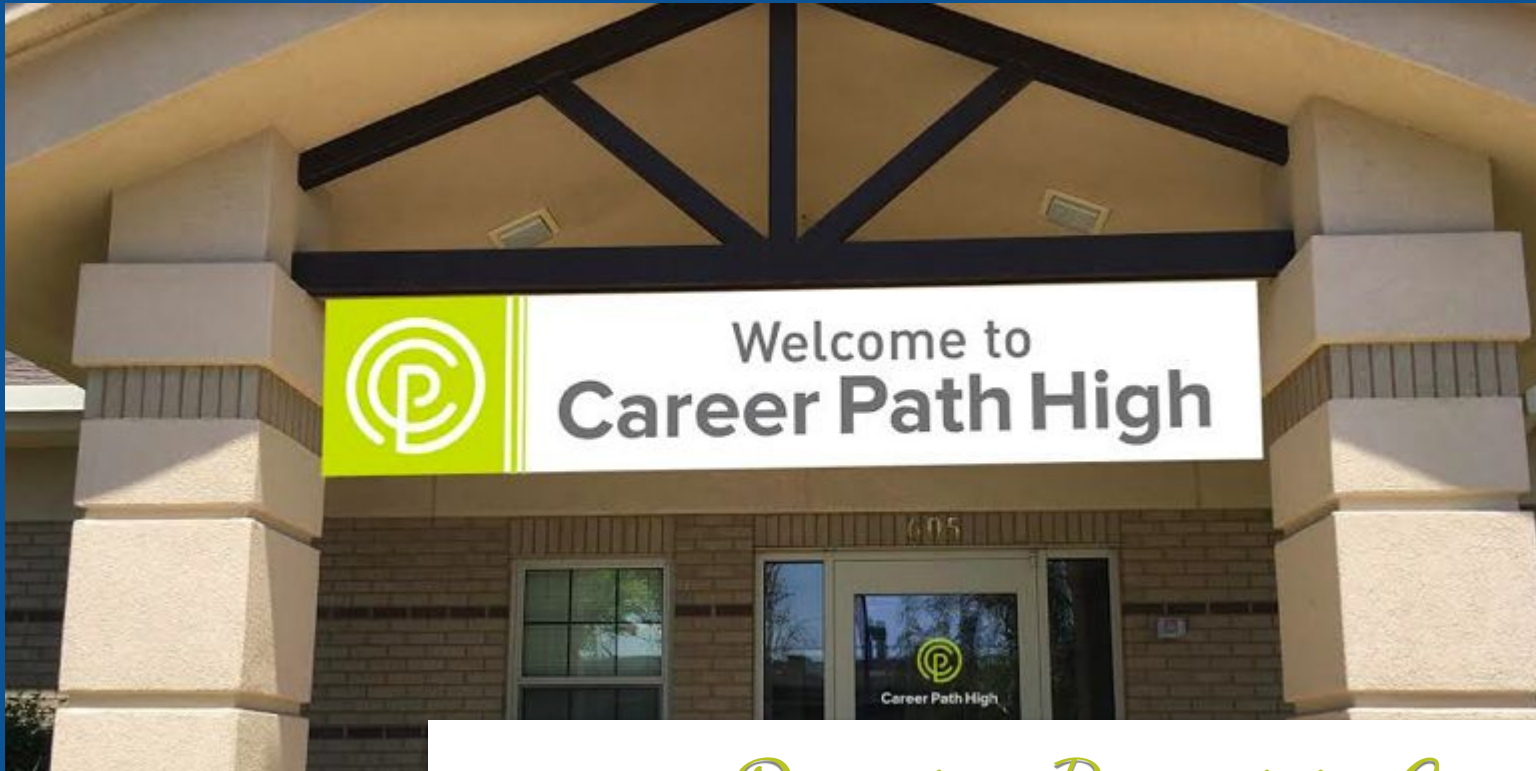
## **20. POLICY AND PLAN DISSEMINATION AND REVIEW**

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

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

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





# *Director Report to Career Path High Board*

June 17, 2024

# Reporting Items

- Enrollment
- Staff
- Reports
- End Of Year Data
- School Safety Planning
- School Improvement Plan
- 2023-2024 Goals
- 2024 - 2025 Priorities





# Enrollment

Grade	Returning	Incoming (Registered)	Accepted	Confirmed	Total
9		12	6	0	18
10	20	12	5	4	41
11	36	4	5	3	48
12	46	0	2	7	55
				<b>Total</b>	<b>162</b>

Expand Marketing  
Improve Registration Pipeline Process  
Continue Enrolling all Grades  
Improve Attendance/Tuancy Process  
Culture & PBIS Focus  
Renewed Focus on the Success Coach Role





# Staffing

Employee	Job Title/Responsibilities	FTE	Updates/Changes
Amrine, Kasey	Social Studies Teacher	1	
Chandler, Jessika	ELA Instructor/Lead Teacher	1	
Coombs, Kady	Paraprofessional	0.87	
Daniels, Rachel	Paraprofessional	1	
Epperson, Joshua	Sped Director & Teacher	1	
Fambro, Dawn	Science Teacher	1	
Guerra, Nicole	Math Instructor	0.5	
Hammond, Julia	Sped Teacher	1	
Held, Liz	Secretary	0.15	
Hutchings, Stacey	Director/Principal	0.5	
Jones, Valerie	Dean of Academics & Marketing	1	
Leavitt, Alexis	Counselor	1	
MacDonald, Karen	English Teacher	1	
Mead, Stefanie	Operations Manager	1	
Nicolson, Katherine	Substitute / Parapro	0.25	
Perkins, Lauren	PE/Health	1	
	History	1	Pending
Thornton, Deverie	Math Teacher	0.5	
Watts, Chelsea	Art Teacher	0.5	
Wilkins, Alycia	Paraprofessional	0.87	



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# *End of Year Reports*



Math Competency Report  
Positive Behavior Report  
Attendance Report  
Student Conduct Report

## Math Competency Report

	2023	2024
Students who took Math AP/IB/Concurrent Enrollment	2	0
Students who scored 26 or higher in math on ACT	5	0
Seniors who took a full year of math beyond Secondary Math III:	0	1
Students who have alternative math pathway due to IEP:	4	4
Students who completed math competency per CCR -	9th - 73% 10th - 51% 11th - 69%	Sec. Math 1 - 92% Sec. Math 2 - 86% Sec. Math 3 - 100% Math of Personal Finance - 85%



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# Positive Behavior Interventions Report

## Utah Career Path High Positive Behavior Plan Report

Positive Behavior Specialist: Stacey Hutchings

Name of Program:	Level of Implementation:	What We Did This Year:	What We Still Need To Do:	How does the program address the use of tobacco, alcohol, e-cigarette products, and/or other controlled substances?
1. Success Coach	Fully implemented	Assigned success coach students to new staff members; made corrections to curriculum.	Adjust success coach caseload based on student need.	Curriculum and success coach meetings provide many opportunities for coaches to discuss academic progress and personal health with students.
2. Learning Strategies	Implemented and Sustained	Core curriculum still intact; made adjustments to lessons for each grade levels	Update curriculum to address controlled substances	Need to add curriculum concerning controlled substances
3. Clubs	Implemented and Sustained	More clubs (GSA); student led	Any specific activities to address controlled substances	Need activities to address controlled substances
4. Attendance Campaign	Implemented and Sustained	Made announcements during morning circle celebrating those with perfect or near perfect attendance (Trailblazer's Club)	Plan celebration for the end of Q2, 3, and 4.	Addresses attendance and includes positive reinforcements and celebrations.
5. Botvin Substance Abuse Prevention Curriculum	Implemented and Sustained	Continued using the curriculum.	Schedule live instruction	Curriculum addresses controlled substance and healthy living
6. Trailblazer club	Implemented	Quarterly messages went out to students who qualified for the Trailblazer Club	Planning quarterly celebration events for the entire school year.	Helps build positive school culture by celebrating students who are role models for the entire school.
7. Hope Squad	Partially Implemented	Hope Squad hosted events during the school year for students to participate in.	Recruit more members	Need activities to address controlled substances
8. PBIS Staff Committee	Implemented	In order to involve more stakeholders in PBIS we will have a staff committee to make plans and monitor progress.	Create a bi-weekly pocket of time during Friday PD's for committee meetings	Focus on recognizing positive behaviors by providing value
9. School Store	Implemented	Created a school store where students could earn tickets for good citizenship to use to purchase items weekly.	Would like to include the SBO's in the school store next year	Incentivises good citizenship
10.				



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# Attendance Report

## School Attendance Utah Career Path High LEA

Date: 6/14/2024

From: 8/17/2023 To: 5/23/2024

School	Classes Enrolled	Classes Attended	Attendance Percentage	Classes Absent	Absent Percentage
Utah Career Path High	251,304	185,719	73.90%	65,585	26.10%
Overall Totals:	251,304	185,719	73.90%	65,585	26.10%



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# Student Conduct and Discipline Data

Sex	Grade	Reason	Race	Sped	Action	# of Days per incident	Referral to Board
M	9th	Disrespecting Faculty	HS	Yes	OSS	5 Days	No
F	9th	Fighting with student	WH	No	OSS	4 Days	No
F	10th	Fighting with student	WH	Yes	OSS	3 Days	No
F	11th	Drug Paraphanelia	WH	Yes	OSS	3 Days	No
M	11th	Theft	WH	No	OSS	3 Days	No
M	11th	Pocket Knife Possession	WH	No	OSS	1 Day	No
F	11th	Theft	WH	No	OSS	3 Days	No
M	9th	Computer Misuse	WH	Yes	OSS	5 Days	No
M	9th	Computer Misuse	WH	Yes	OSS	1 Day	No
M	9th	Disrespecting Adult	WH	Yes	OSS	1 Day	No
M	10th	Computer Misuse	WH	Yes	OSS	1 Day	No
M	11th	Sexual Harrassment	WH	Yes	OSS	3 Days	No
M	11th	Possession of a Controled substance	HS	No	OSS	6 Days	No
M	11th	Possession of a Controled substance	WH	No	OSS	12 Days	No
M	9th	Threat/ Harrassment	HS	Yes	OSS	10 Days	No
M	11th	Threat/ Harrassment	WH	Yes	OSS	2 Days	No
M	10th	Threaten Bodily Harm	HS	No	OSS	2 Days	No
M	11th	Bullying	WH	No	OSS	1 Day	No
M	12th	Threaten Bodily Harm	WH	No	OSS	11 Days	No
M	11th	Threaten Bodily Harm	WH	No	OSS	10 Days	No
M	11th	Threaten Bodily Harm	HS	No	OSS	15 Days	No
F	11th	Fight with a student	WH	No	OSS	5 Days	No
F	11th	Fight with a student	HS	No	OSS	3 Days	No
M	9th	Disruptive Behavior	WH	Yes	OSS	2 Days	No



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# Completion Data

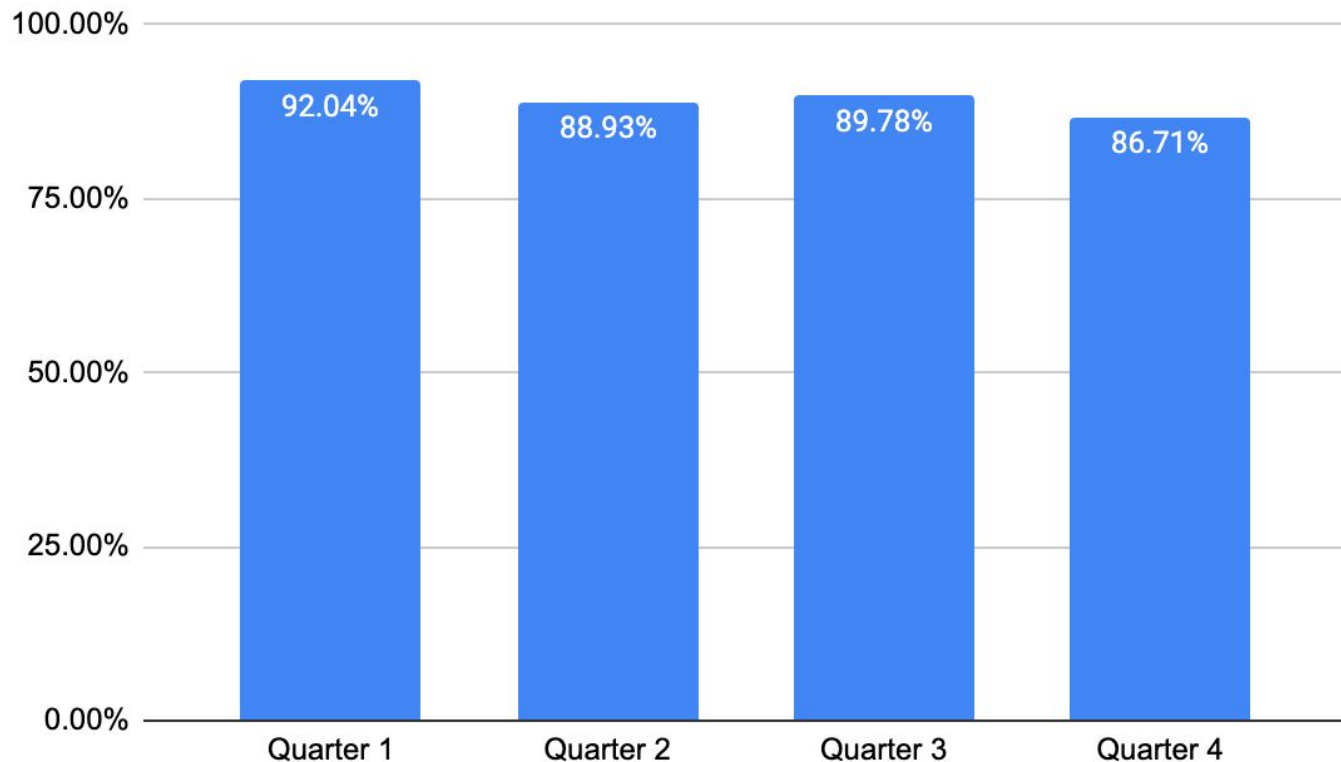
EOY 2023-24



Career Path High

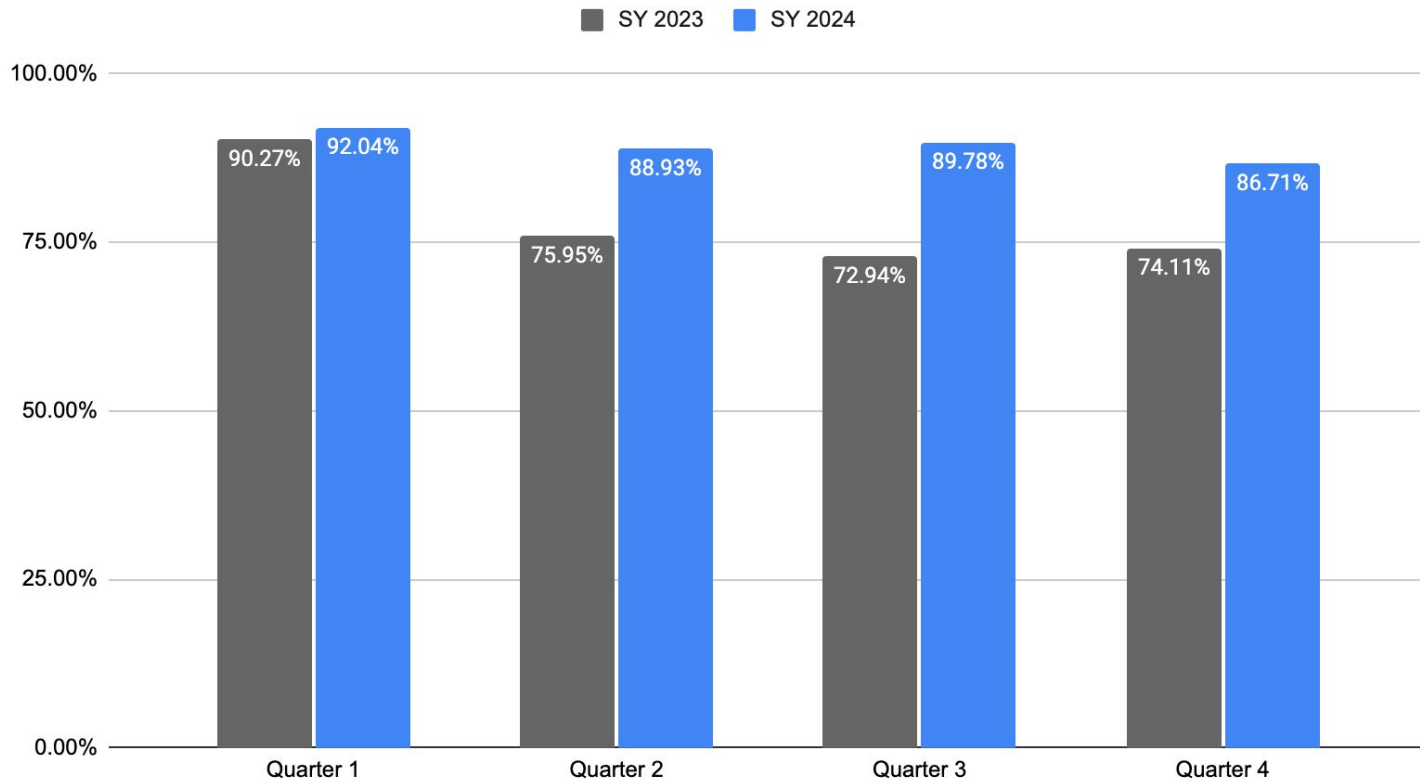


# Credits Earned By Quarter at EOY



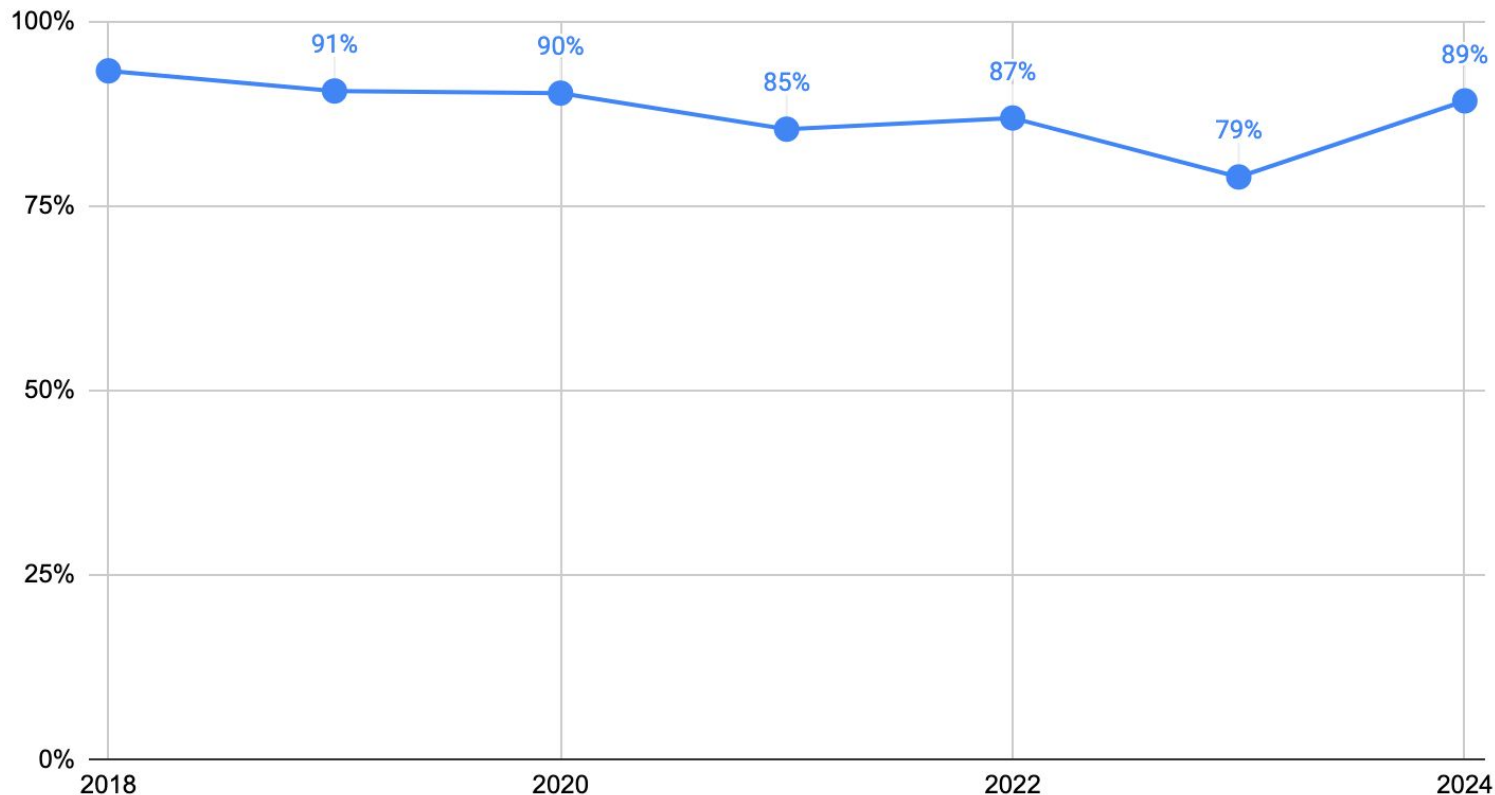
**89%**  
School-wide  
Completion

# Credits Earned By Quarter at EOY



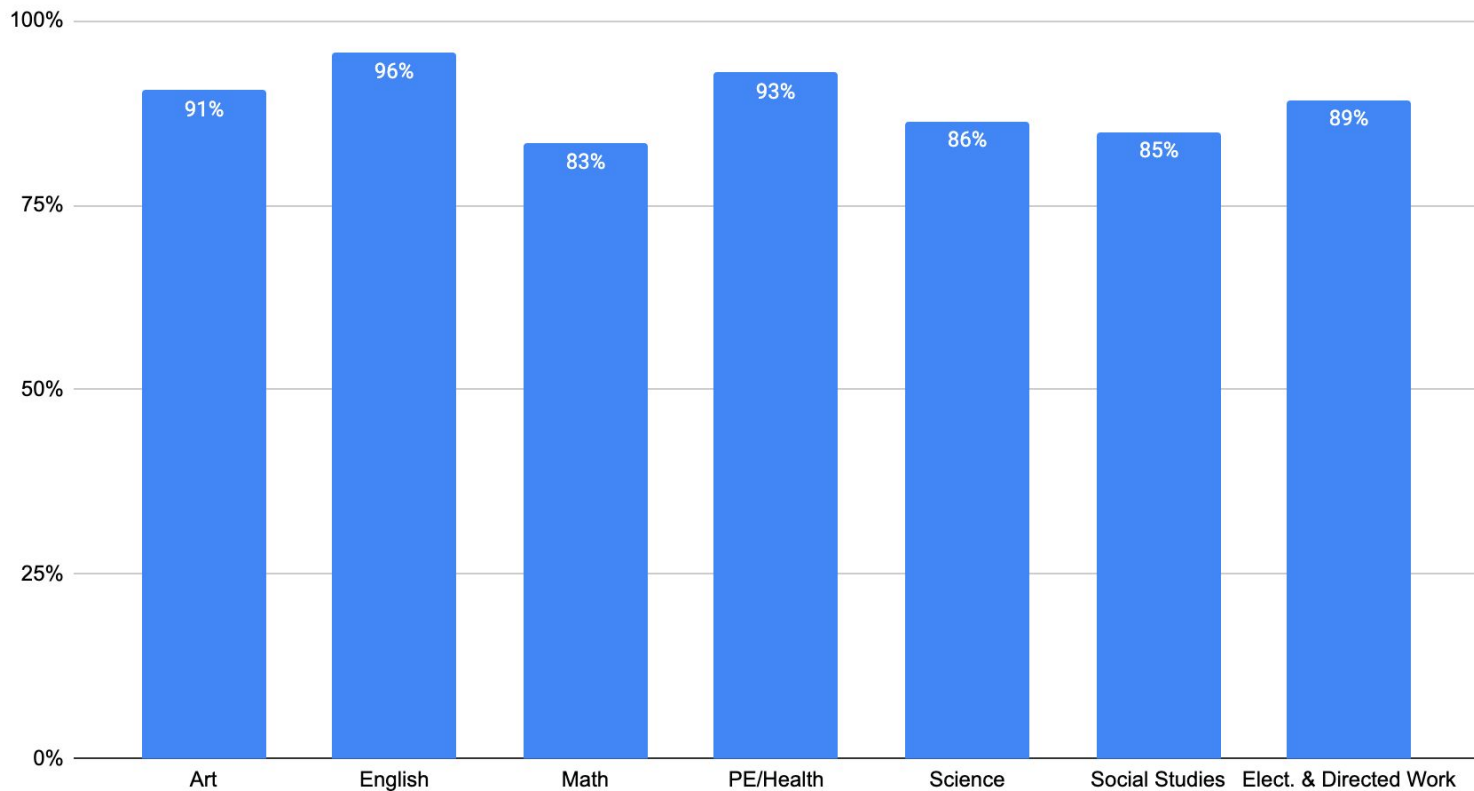
**> 10%**  
Increase in  
Q2, Q3, Q4  
Completion from  
Prior Year

# End of Year Completion Trendline

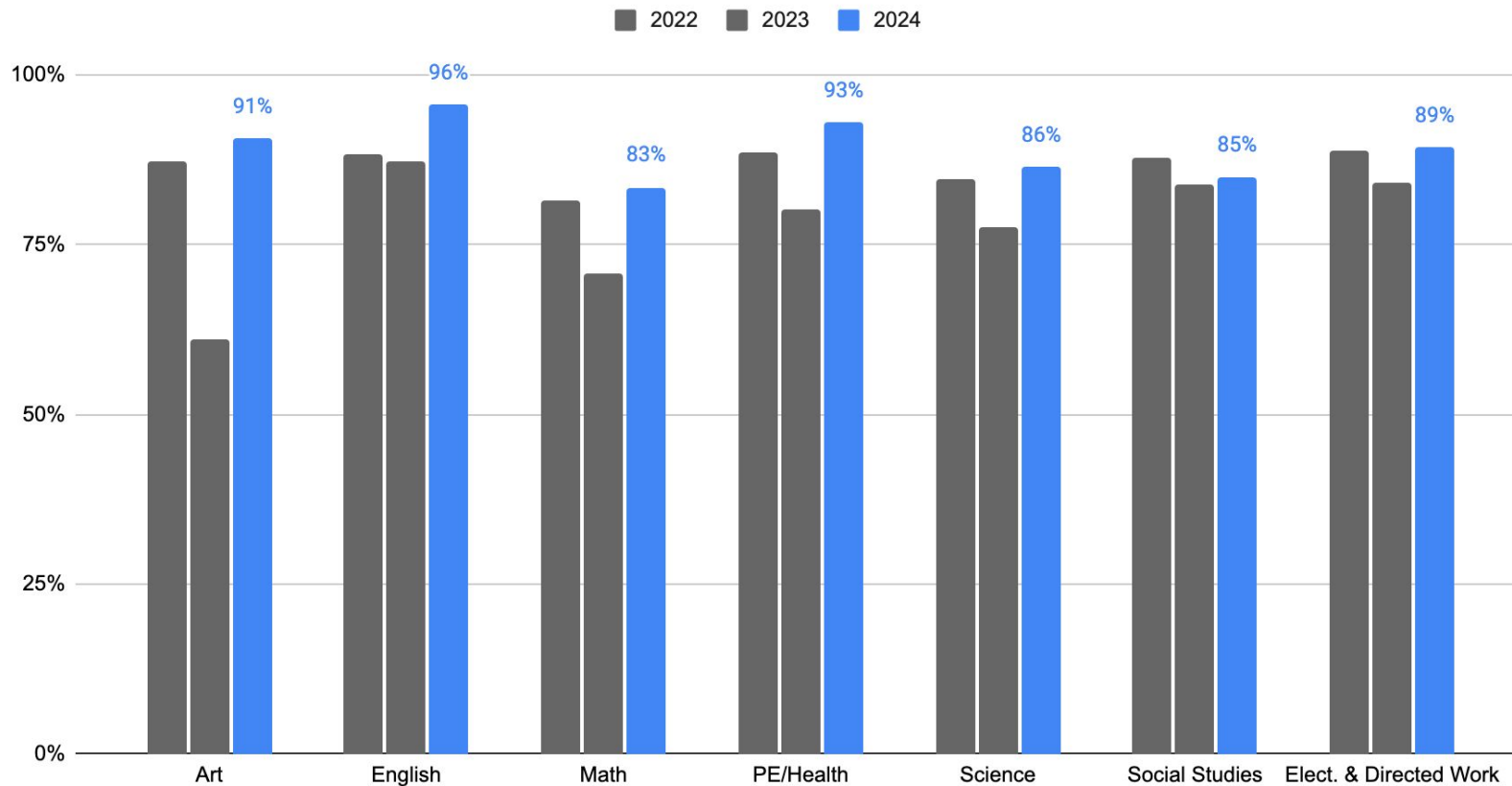


**10%**  
Growth over  
prior year

# EOY Credits Earned by Subject



# EOY Credits Earned by Subject - 3 Yr





# *HB84 - School Safety Amendments*

**Top Priorities:**

**Communication & Access**

**SRO's / Guardian**

**Panic Alerts**

**Film on Windows**



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# *School Improvement Plan*

**Goal 1: Curriculum Focus / Science**

**Goal 2: Instruction Focus / Math**

**Goal 3: College & Career Readiness Focus**

**Continuous Improvement Expert - Catapult**

**Data Reports & Dashboards - Anneliese Pixton**

**Performance Pay for Teachers**



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# Goals - 2023-2024

- End of Year Course Completion - 90% **89%**
  - Math End of Year Completion - Increase by 5%  
**12% Increase**
- Graduation Rate - 88% State Average **84%**
- Davis Tech Course Completion - 5% Increase Davis
  - **2023 - 84 Courses = 83%**
  - **2024 - 58 Courses = 70%**
- Tech Program Completion - 5% Increase
  - **2023 - 18 Completions = 17.8%**
  - **2024 - 14 Completions = 17.0%**
- Enrollment for 2023 - 2024 - 200 Students
  - **168 students Oct. 1st / 145 students May 29th**







# Priorities

## 2024-2025

### Academic Achievement

- School Improvement Plan
- Modern Classrooms Project
- College and Career Readiness
- Data Reports and Dashboards

### Culture

- Renewed Culture Focus
- Mental Health & Behavior
- Building Capacity

### Growth

- Marketing Focus
- Student Retention



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“

## Mission Statement

Career Path High changes lives and strengthens society by guiding students on a path to college success and career readiness.



Career Path High



## Touchstone

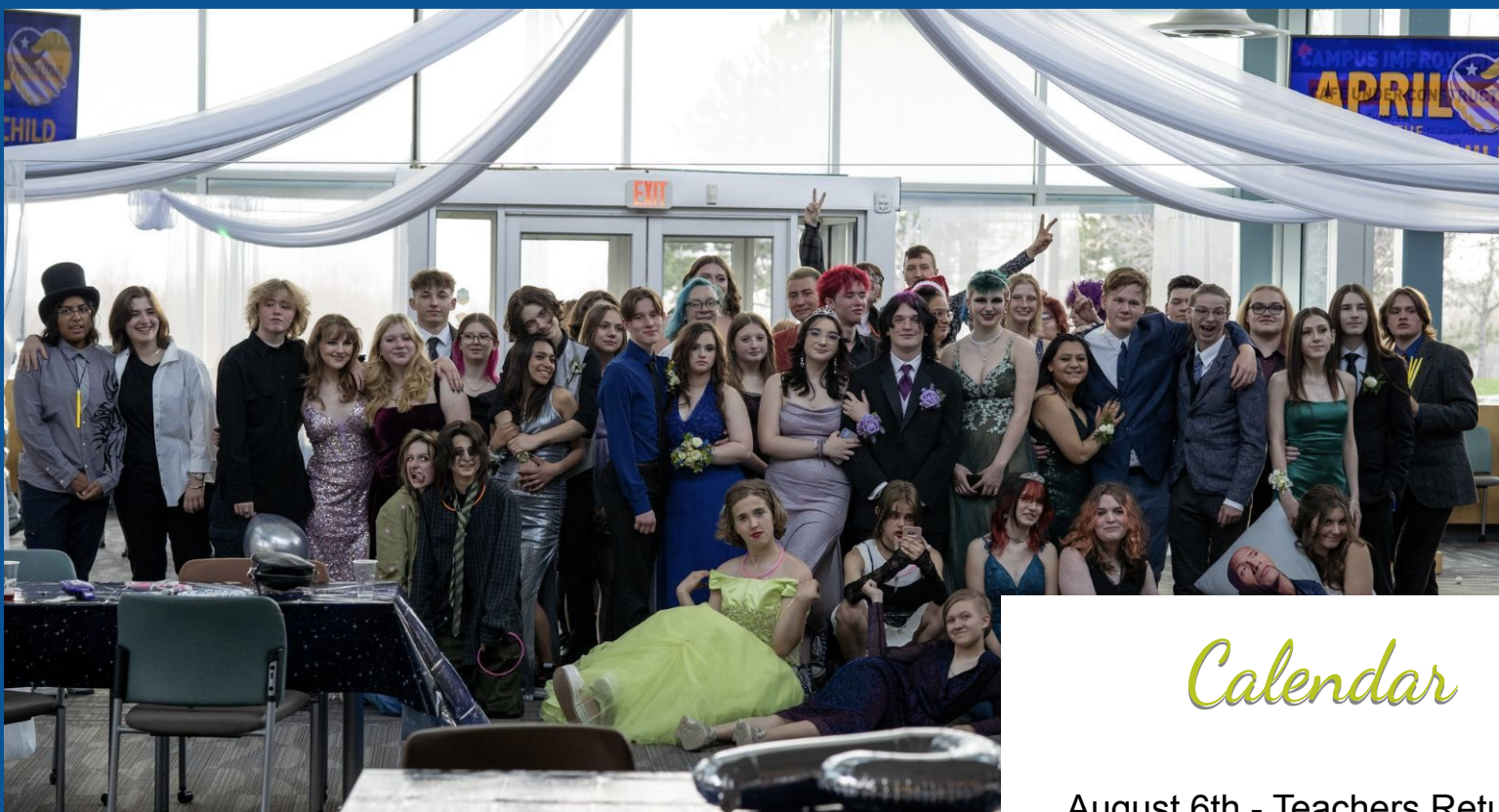
We succeed by building positive relationships, encouraging clear communication, fostering an inclusive community of respect, collaborating to embrace academic challenges, honoring student achievement, and developing learning momentum that continues into the future.



## Vision

Career Path High's partnership with Davis Technical College will create a learning community that empowers students and fosters achievement. Through an optimal blend of virtual instruction and hands-on mentored training, our students will receive a world-class education that prepares them to be strong leaders and contributing citizens.





## *Calendar*

August 6th - Teachers Return

August 13th & 14th - Back to School Nights

August 15th - First Day of School!

INTERAGENCY AGREEMENT BETWEEN

COE.24-009

*CAREER PATH HIGH SCHOOL*

AND

*UNIVERSITY OF UTAH / COLLEGE OF EDUCATION*

Type of Agreement:

Firm Fixed Price

Service Provider /  
Principal Investigator:

University of Utah / College of Education  
Dr. Aaron J. Fischer / Principal Investigator  
“Service Provider”  
1721 Campus Center Drive  
Salt Lake City, Utah 84112

Project Title:

Career Path High School Mental and Behavioral  
Consultation and Intervention

Agreement Amount

\$40,755

This Interagency Agreement (Agreement) is entered into between the Career Path High School, referred herein as “Sponsor” or “CPH” and the College of Education / Principal Investigator, referred to herein as “Service Provider”, under the terms of Section et seq. 63G-6a-2103 Utah Code Ann. “Purchases between procurement units” and Section et seq. 63G-6a-107, subpart (1c) Utah Code Ann. “Exemptions from chapter – Compliance with other provisions”, a procurement between procurement units of the State of Utah.

The Service Provider agrees to perform the services for Career Path High School “Sponsor” upon the terms and conditions herein.

Section A – Statement of Work

The Service Provider agrees to provide its best efforts in performing the Work as described in the proposal attached hereto as Exhibit A (“Work”).

Section B – Period of Performance

The Work shall be performed during the period July, 1 2024- June 30, 2025, unless such period is extended in writing by both parties.

Section C – Consideration

In consideration of the Service Provider’s performance hereunder, the Sponsor shall pay the Service Provider a firm fixed fee in the amount of \$40,755 as set forth in Exhibit B. The Sponsor shall pay the Compensation in three payments. The first payment shall equal forty five percent (45%) of the total Compensation and shall be due upon execution of this Agreement, after receipt of an invoice. The second payment shall equal forty five percent (45%) of the total Compensation and shall be due March 31, 2025, after receipt of an invoice. The third payment shall equal ten percent (10%) of the total Compensation and shall be due April 30, 2025.

#### Section D – Payment

The Service Provider shall invoice the Sponsor upon completion of each deliverable described in Exhibit B. Sponsor shall pay to the Service Provider full compensation upon completion of each deliverable and upon receipt of each invoice from the College of Education, Office of Faculty Research & Support (OFRS). The Sponsor shall pay the invoice within 30 days after receipt and approval of the invoice, by check payable to “The College of Education at the University of Utah” and delivered to:

Doug Ringle, Manager Grants & Contracts  
University of Utah  
College of Education  
1721 Campus Center Drive, SAEC 3202  
Salt Lake City, UT 84112

(Service Provider has up to 30 days after the period end date to submit the final invoice)

#### Section E – Principal Investigator

The Service Provider’s principal investigator(s) for the Work is Aaron J. Fischer, PhD, BCBA-D of the Department of Educational Psychology. Any amendment to this Agreement or changes in the Work shall be consummated by formal written amendment signed by the authorized signatories of both parties to this Agreement.

#### Section F – Termination

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the defaulting party is given: a) not less than 30 calendar days written notice (by certified mail, return receipt requested) of terminating party’s intent to terminate, and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of notice of termination, the Service Provider may discontinue all Work. In the event of such termination, the Service Provider shall be entitled to receive just and equitable compensation for any services completed to the date of termination in a satisfactory manner, as determined by the Sponsor and the Service Provider. Such compensation shall not exceed the maximum amount payable under this Agreement and in accordance to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

#### Section G – Applicable Law

This agreement, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of laws.

#### Section H - Confidentiality.

Sponsor acknowledges that the Service Provider is a governmental entity and thus subject to the Utah Governmental Records Access Management Act, Section 63-2-101 et seq., Utah Code Ann. (1997 and supp 1998 as amended) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp. 1998). Pursuant to GRAMA and Section 53B-16-301 et seq., this Agreement, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides the Service Provider with records that such person believes should be protected from disclosure for business reasons must, pursuant to Section 63-2-308 of GRAMA and Section 53B-16-304, provide the Service Provider with a written claim of business confidentiality and a concise statement of reasons supporting such claim.

#### Section I – Intellectual property.

The Service Provider and the Sponsor each recognizes | right, title, interest, propriety or otherwise in the intellectual property owned or licensed by either shall be unaffected by this Agreement or the underlying activity

associated with this Agreement. Intellectual Property Ownership Notice: The Service Provider retain all intellectual property rights of ownership in the materials created by Dr. Fischer or other personnel assigned by Dr. Fischer for the project (Materials), including, without limitation, copyright, and may use the Materials for any purpose, subject to the obligation to protect Sponsor’s confidential information. Sponsor shall own copies of the Materials and the Service Provider hereby grants Sponsor the right to use and reproduce the Materials shall be identified with the following statement: “Copyright (insert appropriate year), The University of Utah, all rights reserved.” Any use of Materials by the Sponsor that is outside of the scope of the Project Description requires prior, written approval by the Service Provider.

Section J – Severability.

The invalidity or unenforceability or any provision, term or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

Section H – Entire Agreement.

The Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of this 1st day of July 2024.

CAREER PATH HIGH SCHOOL  
“Sponsor”

UNIVERSITY OF UTAH  
“Service Provider”

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: Associate Dean/College of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print Name

Name: Aaron Fischer, Ph.D., BCBA

Title: \_\_\_\_\_

Title: Principal Investigator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Scope of Work:

The U-TTEC Lab will initiate a partnership with Career Path High (CPH), to service the mental and behavioral health needs of all students in the school. Master's and doctoral level graduate assistants and the director of U-TTEC lab (or qualified supervisor) will provide these services. All service providers will be licensed or be working towards their, educational specialist in school psychology, license in psychology (counseling or schools), clinical mental health counseling, or social work, and supervised by a qualified mental health provider. These services will occur in collaboration with administrators, related service providers, teachers, school staff, and caregivers in the community. Support will occur across the three tiers in a Multi-tiered System of Supports (MTSS). This approach ensures that all students can access the service array and will have exposure to universal mental health supports. While support will occur across the three tiers in a MTSS, the provision of those tiers will largely be determined by the needs of the individual school/s, school admin/ staff request, and recommendations of the service provider.

Tier 1 services will include consultation and coaching implementation of school climate assessments/ universal (i.e., schoolwide) well-being screening three times during the academic year and the implementation of schoolwide or class wide interventions to promote student well-being. School climate is a broad, multifaceted concept that involves many aspects of the student's educational experience. A positive school climate is the product of a school's attention to fostering safety; promoting a supportive academic, disciplinary, and physical environment; and encouraging and maintaining respectful, trusting, and caring relationships throughout the school community. A positive school climate is tied to high or improving attendance rates, test scores, promotion rates, and graduation rates. Results from school climate assessments can inform schoolwide mental health interventions including but not limited to, school culture, social-emotional learning (SEL) curricula, brief skills groups, psychoeducation, and family involvement. Schoolwide well-being or universal screening\* for complete mental health is proposed as a key step in service delivery reform to move school-based psychological services from the back of the service delivery system to the front, which will increase emphasis on prevention, early intervention, and promotion. Results from universal screening help identify individual students who are at no risk, moderate risk, and high risk for mental health challenges. Students will be referred accordingly for immediate mental health support (at tiers 2 or 3) offered in the school and/or community. Students who self-identify or identified by an educator and/or caregiver as needing mental health support will also be referred for services.

*\* Schoolwide well-being or universal screening will be administered for students who have received caregiver consent.*

Tier 2 services focus on preventing risk factors or the early onset of problems from progressing. Early intervention services and supports (Tier 2) to address mental health concerns are provided for students who have been identified through screening, referral, or other school teaming processes as experiencing mild distress or functional impairment or being at risk for a given problem or concern. Examples include small-group interventions for students identified with similar needs (e.g., students with grief), problem solving, mentoring, and/or low-intensity classroom-based supports such as a daily report card or daily teacher check-in. These services will be provided upon the caregiver's consent.

Tier 3 services focus on individual student interventions that address more serious concerns and prevent the worsening of symptoms that can impact daily functioning. These treatment services and supports to address mental health concerns are provided for students who need individualized interventions for the significant distress and functional impairment they are experiencing. An

example includes individual manualized therapy for students who have been identified, and often diagnosed, with social, emotional and/or behavioral needs.

Other mental health services to youth include brief evidence-based individualized one-time interventions also called check-ins (e.g., motivational interviewing, problem-solving) that provide more immediate support. These can be provided at the request of the student without the caregiver's consent. Referrals can include by a caregiver, educator, or self. These interventions will be delivered to students who present with low levels of risk to self/others and low complex needs. Some topics include but are not limited to communicating with confidence, understanding anger, exercises for wellbeing, sleep, understanding and managing moods and anxiety, problem-solving skills, mindfulness, and relaxation, understanding and accepting the self, and nutrition for wellbeing.

#### Scope of Project:

University of Utah faculty and graduate students will work with Career Path High admin and staff to identify existing programs, strengths and assets that support student mental and behavioral healthcare needs, and areas for growth through the proposed multi-year project. Targeted planning will occur with the school's administrative personnel to develop systems for assessment, treatment, and progress monitoring of student mental and behavioral health needs, as well as staff support needs.

#### Deliverables:

- School staff consultation
- Regular admin/related services meeting (school level)
- Weekly Supervision of graduate student (1 hr wk/student)
  - 20 hrs./week of services (onsite and program management)
    - School wide social emotional learning consultation and coaching
    - School crises support consultation
    - Targeted social-emotional, anger management, and problem-solving groups for students at-risk for mental health concerns, as well as other topics assigned.
    - Individual and group psychotherapy for students with mental health concerns
    - Behavior assessment and intervention planning



EXHIBIT B

Payment Schedule

August 22, 2024 (Execution of Agreement – 45%): (Invoice date August 22, 2024)	\$18,339.75
March 1, 2025 (2 <sup>nd</sup> Invoice – 45%): (Invoice date March 31, 2025)	\$18,339.75
April 30, 2025 (FINAL Invoice – 10%): (Invoice date April 30, 2025)	<u>\$ 4,075.50</u>
TOTAL COMPENSATION:	<u>\$ 40,755.00</u>

**Utah Career Path High  
Statement of Financial Position  
As of May 31, 2024**

	<b>Period Ending 05/31/2024</b>	<b>Period Ending 05/31/2023</b>
	<b>Actual</b>	<b>Actual</b>
<b>Assets &amp; Other Debits</b>		
Current Assets		
Operating Cash		
Cash	\$ 230,347	\$ 260,693
Investments		
8120-09I-001 - UCPH - PTIF	2,087,855	1,808,762
Total Investments	2,087,855	1,808,762
Operating Cash	2,318,202	2,069,455
Accounts Receivables	1,607	1,817
Total Current Assets	2,319,809	2,071,272
Net Assets		
Fixed Assets	783,988	686,534
Depreciation	(255,408)	(132,836)
Total Net Assets	528,580	553,698
<b>Total Assets &amp; Other Debits</b>	<b>\$ 2,848,389</b>	<b>\$ 2,624,970</b>
<b>Liabilities &amp; Fund Equity</b>		
Current Liabilities	\$ 9,555	\$ 6,091
Long-Term Liabilities	537,733	549,655
Fund Balance	2,157,796	1,805,587
Net Income	143,305	263,637
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 2,848,389</b>	<b>\$ 2,624,970</b>

**Utah Career Path High  
Statement of Activities  
7/1/2023 - 5/31/2024**

	Year-to-Date 5/31/2024		Annual 6/30/2024	Annual 6/30/2024
	Actual	% of Budget	Budget	Forecast
<b>Net Income</b>				
<b>Income</b>				
Revenue From Local Sources	\$ 123,172	160.0 %	\$ 77,000	\$ 124,350
Revenue From State Sources	1,975,306	91.9 %	2,150,473	2,177,661
Revenue From Federal Sources	-	0.0 %	65,659	111,659
<b>Total Income</b>	<b>2,098,478</b>	<b>91.5 %</b>	<b>2,293,132</b>	<b>2,413,670</b>
<b>Expenses</b>				
<b>Instruction/Salaries</b>				
0121 - Salaries - Principals and Assistants	199,812	76.5 %	261,156	222,682
0131 - Salaries - Teachers	693,843	79.2 %	876,280	877,987
0132 - Salaries - Substitute Teachers	-	0.0 %	1,000	1,000
0142 - Salaries - Guidance Personnel	59,332	67.9 %	87,400	72,722
0152 - Salaries - Secretarial and Clerical Personnel	104,150	111.3 %	93,600	130,362
0161 - Salaries - Teacher Aides and Para-Professionals	70,985	106.7 %	66,500	73,784
0184 - Salaries - Administrative Technology Personnel	1,768	0.0 %	-	-
<b>Total Instruction/Salaries</b>	<b>1,129,890</b>	<b>81.5 %</b>	<b>1,385,936</b>	<b>1,378,537</b>
<b>Employee Benefits</b>				
0220 - Social Security	97,716	64.6 %	151,340	127,497
0230 - Local Retirement	33,317	133.3 %	25,000	39,139
0240 - Group Insurance	5,101	340.0 %	1,500	6,500
0270 - Industrial Insurance	2,622	0.0 %	-	3,310
0280 - Unemployment Insurance	23,418	0.0 %	-	25,006
0290 - Other Employee Benefits	143,936	85.9 %	167,625	182,625
<b>Total Employee Benefits</b>	<b>306,110</b>	<b>88.6 %</b>	<b>345,465</b>	<b>384,077</b>
<b>Purchased Prof &amp; Tech Serv</b>				
0320 - Professional - Educational Services	31,290	83.5 %	37,492	37,492
0330 - Professional Employee Training and Development	12,446	214.6 %	5,800	36,900
0340 - Other Professional Services	22,666	52.3 %	43,301	88,301
0345 - Business Services	83,900	102.9 %	81,500	83,900
0350 - Technical Services	22,066	183.9 %	12,000	26,300
<b>Total Purchased Professional &amp; Technical Services</b>	<b>172,368</b>	<b>95.7 %</b>	<b>180,093</b>	<b>272,893</b>
<b>Purchased Property Services</b>				
0410 - Utility Services	1,450	24.2 %	6,000	2,000
0423 - Custodial Services	152	0.0 %	-	-
0430 - Repairs & Maintenance Services	88	4.0 %	2,200	2,200
0441 - Rental of Land & Buildings	150,050	85.3 %	175,900	180,000
0442 - Rental of Equipment & Vehicles	160	0.0 %	-	-
0450 - Construction Services	32,500	0.0 %	-	38,500
0490 - Other Purchased Property Services	2,529	0.0 %	-	2,530
<b>Total Purchased Property Services</b>	<b>186,929</b>	<b>101.5 %</b>	<b>184,100</b>	<b>225,230</b>
<b>Other Purchased Services</b>				
0513 - Student Transportation Services - Commercial	2,714	180.9 %	1,500	3,000
0518 - Student Day Trips/Field Trips (includes Adm.)	175	17.5 %	1,000	1,000
0521 - Property Insurance	730	365.0 %	200	730
0522 - Liability Insurance	2,690	81.5 %	3,300	3,300
0530 - Communication (Telephone & Other)	8,880	93.5 %	9,500	9,500
0540 - Advertising	7,584	50.6 %	15,000	15,000
0561 - Student Tuition to other LEAs In State	3,404	68.1 %	5,000	5,000
0580 - Travel/Per Diem	2,246	44.9 %	5,000	5,000
<b>Total Other Purchased Services</b>	<b>28,423</b>	<b>70.2 %</b>	<b>40,500</b>	<b>42,530</b>

**Utah Career Path High**  
**Statement of Activities (continued)**  
**7/1/2023 - 5/31/2024**

	<b>Year-to-Date</b>		<b>Annual</b>	<b>Annual</b>
	<b>5/31/2024</b>		<b>6/30/2024</b>	<b>6/30/2024</b>
	<b>Actual</b>	<b>% of Budget</b>	<b>Budget</b>	<b>Forecast</b>
<b>Supplies &amp; Materials</b>				
0610 - General Supplies	50,325	100.6 %	50,000	56,000
0610-001 - Furniture and Fixtures (not capitalized)	-	0.0 %	10,000	-
0610-002 - Other Food Purchases	9,253	0.0 %	-	10,000
0621 - Natural Gas	1,306	0.0 %	-	1,900
0622 - Electricity	1,527	0.0 %	-	2,000
0641 - Textbooks	875	175.0 %	500	876
0644 - Library Books	-	0.0 %	352	352
0650 - Supplies - Technology Related	7,634	25.4 %	30,000	20,500
0670 - Software	16,412	39.4 %	41,700	21,025
0680 - Maintenance Supplies and Materials	20	1.0 %	2,000	2,000
<b>Total Supplies &amp; Materials</b>	<b>87,352</b>	<b>64.9 %</b>	<b>134,552</b>	<b>114,653</b>
<b>Property</b>				
0733 - Capitalized Furniture and Fixtures	29,295	0.0 %	-	29,295
<b>Total Property</b>	<b>29,295</b>	<b>0.0 %</b>	<b>-</b>	<b>29,295</b>
<b>Debt Services &amp; Miscellaneous</b>				
0810 - Dues and Fees	14,806	67.3 %	22,000	19,000
<b>Total Debt Services &amp; Miscellaneous</b>	<b>14,806</b>	<b>67.3 %</b>	<b>22,000</b>	<b>19,000</b>
<b>Total Expenses</b>	<b>1,955,173</b>	<b>85.3 %</b>	<b>2,292,646</b>	<b>2,466,215</b>
<b>Total Net Income</b>	<b>\$ 143,305</b>	<b>29,464.8 %</b>	<b>\$ 486</b>	<b>\$ (52,545)</b>

**Capital Expenditures:**

0450 - Construction Services	38,500
0733 - Capitalized Furniture and Fixtures	29,295
	<b>\$ 67,795</b>

**Utah Career Path High**  
**FY 23-24 Amended Budget**  
**FY 24-25 Budget**

	FY 22/23 Actual	FY 23/24 Approved	FY 23/24 YTD as of 5/31/24	FY 23/24 Tent. Final Budget	FY 24/25 Budget
<b>Revenues</b>					
1000 Local Revenue	85,422	77,000	123,172	124,350	123,050
3000 State Revenue	2,010,370	2,150,473	1,975,306	2,177,661	2,225,274
4000 Federal Revenue	213,710	65,659	-	111,659	38,659
5000 Other Sources	118,755	-	-	-	-
Contribution from Fund Balance		-	-	52,545	-
Total Revenue	2,428,257	2,293,132	2,098,478	2,466,215	2,386,983
<b>Expenditures</b>					
100 Salaries	1,137,355	1,385,936	1,129,890	1,378,537	1,252,465
200 Benefits	306,218	345,465	306,110	384,077	343,879
300 Professional Services	158,968	180,093	172,368	272,893	239,361
400 Property Services	9,106	184,100	186,929	225,230	186,200
500 Other Services	36,447	40,500	28,423	42,530	57,600
600 Supplies and Materials	118,591	134,552	87,352	114,653	127,566
700 Property	118,756	-	29,295	29,295	6,000
800 Debt and Miscellaneous	177,412	22,000	14,806	19,000	21,000
Contribution to Fund Balance	365,404	486	143,305	-	152,912
Total Expenditures	2,428,257	2,293,132	2,098,478	2,466,215	2,386,983

# School-based Mental Health Qualifying Grant Program (Annual Plan Update)

Applicant Organization Utah Career Path High	Form Completed Yes
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Overview

### Overview

The state board shall distribute money appropriated under this section to local education agencies (LEAs) to provide, in a school, targeted school-based mental health support, including clinical services and trauma-informed care, through employing or entering into contracts for services provided by qualifying personnel or employing behavioral health support personnel.  
Please direct all questions to [SBMHQualifyingGrant@schools.utah.gov](mailto:SBMHQualifyingGrant@schools.utah.gov)

### Supporting Documents

- Frequently Asked Questions (FAQ) Document
- Utah Code 53F-2-415
- USBE Rule R277-622
- School-based Mental Health Qualifying Grant Program Website
- School-based Mental Health Qualifying Grant Program Resources Folder

### Key Definitions

- 1. Additional Allocation** (outlined in [USBE Rule R277-622-5\(8\)\(9\)](#)):  
An allocation available to LEAs if there is an excess of funding available after the applications and annual plan updates are approved. It should be considered one-time funding.
- 2. Behavioral Health Support Personnel** (defined in [53F-2-415\(1\)\(a\)](#)):  
An individual who:
- (i) works under the direct supervision of qualifying personnel to:
    - (A) Support and track a student’s progress and access to and completion of school curriculum; and
    - (B) Support students by prompting, redirecting, encouraging, and reinforcing positive behaviors;
  - (ii) is not certified or licensed in mental health; and
  - (iii) meets the professional qualifications as defined by state board rule.
- 3. Qualifying Personnel** (defined in [Subsection 53F-2-415\(1\)](#)):  
A school counselor or other counselor, school psychologist or other psychologist, school social worker or other social worker, or school nurse who:
- (a) is licensed; and
  - (b) collaborates with educators and a student's parent on:
    - (i) early identification and intervention of the student's academic and mental health needs; and
    - (ii) removing barriers to learning and developing skills and behaviors critical for the student's academic achievement.
- 4. Related Services:**  
Mental-health or school nursing services provided by:
- (a) Qualifying personnel within the scope of their practice; or
  - (b) The local mental health authority; or
  - (c) A private provider through a contract; or
  - (d) Training is funded only through carry forward funds that are provided by qualifying personnel for school personnel.
- 5. Telehealth Services** (defined in [Subsection 26B-4-704\(1\)\(h\)](#)):  
The transmission of health-related services or information through the use of electronic communication or information technology.

**LEA Overview**

Application Lead Contact Name

Stacey Hutchings

Application Lead Contact Position

Director

Application Lead Contact Telephone no.

(385) 381-3090

Application Lead Contact Email Address

stacey.hutchings@utahcph.org

Second Point of Contact Name

Alexis Leavitt

Second Point of Contact Position

Counselor

Second Point of Contact Telephone no.

(385) 391-3090

Second Point of Contact Email Address

alexis.leavitt@utahcph.org

Business Administrator Name

Erin Winterton

Business Administrator Position

Business Administrator

Business Administrator Telephone no.

(801) 444-9378

Business Administrator Email Address

erin.winterton@academicawest.com

Three-Year Plan Requirements

**1. Measurable Goals, Metrics, and Outcomes**

Provide a three-year plan for your LEA’s measurable goals, metrics, and outcomes approved by your LEA’s governing board on improving student engagement, school culture, student safety, and/or academic achievement. (2 goals required)

See the [Goal Writing Guidance Document](#) for tips on writing a S.M.A.R.T. (specific, measurable, attainable, realistic, and timebound) goal.

Your goal must include these three elements:

1: Who is being served (what student population).

2: What is being achieved, which must be measurable.

3: By what time will the goal be achieved.

Example: ABC School district will increase the attendance rates of chronically absent students by 5% by the end of the 2026-2027 school year.

[\(See Sample Here\)](#)

**Mental Health Support Goal #1 (category):**

Student safety

**Goal #1 (spanning three-year grant cycle):**

Decrease the number of office referrals for mental health concerns by 15% over the next three years.

**Baseline data (data collected prior year(s)):**

Current number of referrals is 480

**Projected Target Data for Next School Year**

465 referrals

Identify the type(s) of qualifying personnel and/or contracted services funded through this grant that will support this goal. Select all that apply.

School Counselor; Qualifying Personnel through contracted services

Describe how the qualifying personnel and/or contracted services funded through this grant will support this goal:

Company will offer group and individual counseling to tier 2 & tier 3 students and assist in behavior management training to all students in an effort to help them self-regulate and learn new coping skills

An estimated 1 in 5 children and adolescents have a diagnosable mental health disorder. However, only 30% are receiving treatment. This statistic underscores a grave need in addressing youth mental health, placing schools in a unique position to manage such unmet concerns. As the most common setting for service delivery, school-based mental health practices have proven to be an equitable, cost-efficient way to increase access, especially among underserved populations.

Davis Behavioral Health (DBH), located in Davis County, offers compassionate and comprehensive mental health, substance use and behavioral services to families and clients of all ages. By collaborating with DBH, Career Path High will be able to provide crisis, individual and group services to students on-site. This will be achieved through part-time staffing of a DBH clinician with progress monitored through office referrals for mental health concerns. Currently, 480 number of students were referred this year. It is anticipated that the number will decrease due to increased access of mental health services.

If applicable, describe how the behavioral health support personnel, under the direct supervision of a qualifying personnel, funded through this grant will support this goal (if not applicable, write N/A).

N/A

**Mental Health Support Goal #2 (category):**

Student engagement

**Goal #2 (spanning three-year grant cycle):**

Increase the percentage of course completion by 5% over the next 3 years.

**Baseline data (data collected prior year(s)):**

Course completion percentage is currently 83%.

**Projected Target Data for Next School Year**

84% course completion.

Identify the type(s) of qualifying personnel and/or contracted services funded through this grant that will support this goal. Select all that apply.

Qualifying Personnel through contracted services

Describe how the qualifying personnel and/or contracted services funded through this grant will support this goal:

Mental health and education are intrinsically linked with an estimated 20% of youth suffering from mental health challenges that adversely impact their academic achievement. Studies have additionally found that youth with mental health challenges are more likely to perform poorly and attain lower levels of education than their peers. With mental health outcomes being clearly linked to academic outcomes, such as low grade point average (GPA) and increased dropout rates, it's imperative to address the mental health needs of Career Path High students.

Collaborating with DBH can have a significant positive impact on students' academic achievement through various avenues. By addressing prevalent mental health issues like anxiety, depression, and stress, therapy sessions provide students with tools to manage these challenges, enabling them to concentrate better on their studies and thus perform more effectively academically. Second, therapy fosters the development of coping skills, essential for navigating academic stressors and maintaining focus amidst challenges. As students gain confidence in their abilities and self-esteem through therapy, they become more motivated to engage in learning activities, ultimately leading to improved academic performance and higher course completion rates.



If applicable, describe how the behavioral health support personnel, under the direct supervision of a qualifying personnel, funded through this grant will support this goal **(if not applicable, write N/A)**.

N/A

**Mental Health Support Goal #3 (category):**

Goal #3 (spanning three-year grant cycle):

N/A

Baseline data (data collected prior year(s)):

N/A

Projected Target Data for Next School Year

N/A

Identify the type(s) of qualifying personnel and/or contracted services funded through this grant that will support this goal. Select all that apply.

Describe how the qualifying personnel and/or contracted services funded through this grant will support this goal:

N/A

If applicable, describe how the behavioral health support personnel, under the direct supervision of a qualifying personnel, funded through this grant will support this goal **(if not applicable, write N/A)**.

N/A

**2. Implementation Plan**

Part A: Does your LEA intend to collaborate on school-based mental health support with the local mental health authority (LMHA) of the county in which the LEA is located (Location Map)?

No

Does your collaboration include establishing a contract with the LMHA of the county in which the LEA is located?

No

If you answered “Yes” to either of the Part A boxes, please provide the information below.

Name of the local mental health authority:

Davis Behavioral Health

Name for primary point of contact at the local mental health authority:

Ryann Albritton

Email for primary point of contact at the local mental health authority:

ryanna@dbhutah.org

List of intended school-based mental health services:

Individual and group mental health therapy

If “Yes” to either of the above, attach a letter of support, in the Attachments section of the Utah Grants Management System, from the local mental health authority of the county in which the LEA is located.

Finances

**Finances**

1. Funding Request

**Granted funds can only be used for targeted school-based mental health support, including clinical services and trauma-informed care, through employing (salary and benefits) and/or entering into contracts for services provided**

by qualifying personnel and/or employing behavioral health support personnel. Grant funds cannot replace previously allocated monies to employ or contract qualifying personnel or behavioral health support personnel. Grant recipients will be awarded an allocation for up to three years of the qualifying grant.

**NOTE:** The distribution of these funds are awarded in the Utah Grants Management System through reimbursement with the unrestricted indirect cost rate applied.  
\*Budget updates from your LEA will be required at the beginning of each fiscal year based on the fiscal projections for that fiscal year

**Part A: Requested Award** (Request up to the full amount designated in the Fiscal Projection document. See application overview for projection amount.)

Next School Year  
\$30,046.43

**Part B: Additional Funding**

If you are planning to collaborate with the local mental health authority (LMHA) in which your LEA is located, would you be interested in receiving an additional allocation (funds) for the next school year? This is ONLY available for LEAs who collaborate with the LMHA as indicated in Part A of your Implementation plan.

No

\*Notification of an available allocation will be sent following the close of the application cycle. This additional allocation will be available by October 1st and is considered one-time funds.

Assurance

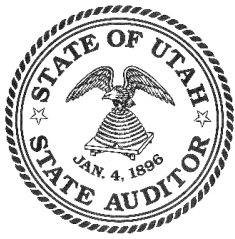
Assurance

- 1. Each year the LEA will submit the Qualifying Personnel & Contracts Survey, including the required information for all qualifying personnel, contracted services, and behavioral health support personnel for which the LEA is utilizing this grant funding.
- 2. The LEA will submit the Accountability and Data Report by July 19th.
- 3. The LEA will comply with 53G-9-203, for training all school personnel on advising educators against practicing medicine, giving a diagnosis, or providing treatment.
- 4. The LEA will comply with 53E-9-203, to obtain parental consent for all services provided.
- 5. The LEA will comply with 53F-2-415 and R277-622 to ensure behavioral health support personnel funded with this grant are supervised by a qualifying personnel and receive the required training.

By submitting this application through the Utah Grants Management System, I do hereby certify that all assurances listed above, and all committed resources to this program, will be provided for the implementation of systemic school-based mental health programs for at least three (3) years.  
Submission of this document signifies that all relevant parties have reviewed and approved this proposal.

#### Amending Student Conduct and Discipline Policy and/or Procedures

A number of bills from the 2024 legislative session (HB 14, 362, and 418) necessitate the school amending its Student Conduct and Discipline Policy and/or Procedures. HB 14 requires a student be suspended or expelled if the student makes a false emergency report targeted at a school. HB 362 modifies the requirements for referring 7<sup>th</sup> graders and above who are alleged to be habitually truant. HB 362 also modifies the requirements related to reintegration plans, including prohibiting a school from reintegrating a student who has committed a serious offense or sexual crime against a student or staff member of the school. HB 418 requires schools to add “the actual use of violence or sexual misconduct” to the list of reasons for which a student shall be suspended or expelled from school. The amendments to the school’s Student Conduct and Discipline Policy and/or Procedures incorporate all the recent changes to the law. In addition, this year’s annual assurances from the USBE requires each LEA to have a policy stating that if a student brings a firearm or weapon to school, the student shall be referred directly to the juvenile justice system. So, this requirement has also been built into the school’s Student Conduct and Discipline Policy and/or Procedures.



OFFICE OF THE  
STATE AUDITOR

# Questionnaire

Revised June 2024

## Fraud Risk Assessment

### INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

# Fraud Risk Assessment

Continued

\*Total Points Earned: 355 /395 \*Risk Level: Very Low Low Moderate High Very High  
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="https://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	--	20
9. Does the entity have a formal audit committee?	20	20

\*Entity Name: Utah Career Path High

\*Completed for Fiscal Year Ending: June 30, 2024 \*Completion Date: \_\_\_\_\_

\*CAO Name: Stacey Hutchings \*CFO Name: \_\_\_\_\_

\*CAO Signature: \_\_\_\_\_ \*CFO Signature: \_\_\_\_\_

\*Required

# Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				X
4. Are all the people who have access to blank checks different from those who are authorized signers?		X	X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

\* MC = Mitigating Control

# Basic Separation of Duties

## Continued

**Instructions:** Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

## Definitions:

**Board Chair** is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

**Clerk** is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

**Chief Administrative Officer (CAO)** is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

**General Ledger** is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

**Mitigating Controls** are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

**Original Bank Statement** means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

**Treasurer** is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.