

Wallace Stegner Academy Board of Directors Meeting



Date: December 3, 2024

Time: 5:30 PM

Location: 980 Bending River Road; Salt Lake City, UT 84104

Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for students to achieve academic excellence.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- October 29, 2024, Board Meeting Minutes

PUBLIC COMMENT (Comments will be limited to 3 minutes per person).

REPORTS

- Directors' Report
- Finance Report

VOTING AND DISCUSSION ITEMS

- Award Request for Proposals for E-Rate
- LEA Specific License Endorsements – Casey Huber & Kjeisten Secretan
- NWEA Invoice
- Amended Fee Waiver Policy
- Amended Bullying and Hazing Policy
- Amended FERPA Policy
- New Paid Professional Hours for Educators Policy

CALENDARING

- Next Board Meeting is Scheduled for January 9, 2025 @ 5:30 PM.
- USCSB Interview on January 16th 2025 @ 8:00 AM.

CLOSED SESSION -to discuss the purchase, exchange, or lease of real property pursuant to Utah Code 52-4-205(l)(d).

ADJOURN

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

Wallace Stegner Academy Board of Directors Meeting



Date: October 29th, 2024

In Attendance: Sarah Vaughan, Frank Magana, Reed Farnsworth, Tony Furano

Excused: Jeremy Schow

Others in Attendance: Adam Gerlach, Anthony Sudweeks, Brandon Fairbanks, Tyler O'Brien, Stacey Phillips, Hannah Jones

Teleconference: <https://us02web.zoom.us/j/84037427252>

Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for students to achieve academic excellence.

MINUTES

CALL TO ORDER

Sarah Vaughan called the meeting to order at 7:04 PM.

CONSENT ITEMS

- September 25, 2024, Board Meeting Minutes
Tony Furano made a motion to approve the September 25, 2024, Board Meeting Minutes. Frank Magana seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.

PUBLIC COMMENT

- Sex Education Curriculum – This was the second public comment opportunity for Sex Education Curriculum and Maturation. There were no public comments.

VOTING AND DISCUSSION ITEMS

- Approve Sex Education Curriculum
Adam Gerlach reviewed the Sex Education Curriculum with the board. Sarah Vaughan asked if there have been any comments from parents about the curriculum. Anthony Sudweeks said they have not received any comments or feedback from parents regarding the curriculum. The board had no further questions or concerns about the curriculum.

Wallace Stegner Academy Board Meeting Minutes:
10.29.2024
Approved:

Sarah Vaughan made a motion to approve the Sex Education Curriculum. Frank Magana seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.

- **Approve 2024-2025 Kearns School Land Trust Plan**
Anthony Sudweeks explained the School Land Trust Plan for the Kearns campus to the board. He said it is the exact same plan used at the other Wallace Stegner Academy campuses. He specified that the plan allows kids to receive tutoring. The board had no questions or concerns about the plan.
Reed Farnsworth made a motion to approve the 2024-2025 School Land Trust Plan (Kearns). Tony Furano seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.
- **Award Snow Removal Bids**
Adam Gerlach made the recommendation to award the Snow removal bid to Landscape Solutions. The board had no questions or concerns about the snow removal services.
Frank Magana made a motion to award the snow removal bid to Landscape Solutions. Tony Furano seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.
- **Lunch RFP**
Adam Gerlach informed the board that they received one response from Lunch Pro to the Lunch RFP. Adam said the menus look great and they have enjoyed working with Lunch Pro at the other two campuses. The RFP submissions were reviewed and scored with the recommendation of awarding the RFP to Lunch Pro.
Sarah Vaughan made a motion to award the lunch RFP to Lunch Pro. Reed Farnsworth seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.
- **One West Invoice – Kearns Campus**
Adam Gerlach explained that the new campus soccer field was not a part of the lease so that was something they paid out of pocket for. Adam explained the costs labeled on the invoice to the board including a charge for electric car charging stations. Reed Farnsworth asked how many electric car chargers they will have, and Adam clarified there will be four. Sarah Vaughan then asked how the kids like the large playground and Adam said that they love it and feel appreciated. There were no further questions or concerns from the board about the invoice.
Frank Magana made a motion to approve the One West Invoice. Tony Furano seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.
- **Satellite Application**

Anthony Sudweeks explained that this is the initial application to begin opening a fourth campus. Anthony said they are targeting some areas in Davis County Utah. The targeted area has similar demographics in relation to their current campuses. There is no explicit date for an opening date, but the goal will be to open as soon as possible. Brandon Fairbanks added that they will submit the application on November 1st and that once they meet with the state board in January 2025 and if they are approved, they normally would be able to open the school in Fall 2026. Brandon Fairbanks said that he will work with Adam and Anthony to explore expediting the process and that he wants the board to be aware he will have everything they need to be prepared to present in January. Brandon Fairbanks congratulated the board and the directors for all their hard work on opening new campuses. Sarah Vaughan asked how their budget will absorb the cost of opening a new school. Brandon Fairbanks said they are in a great financial position to open the new school. Frank Magana asked how flexible the geographic parameters are in the application. Brandon Fairbanks said that if they needed to make a change to those parameters, they would be able to work with and notify the state of any changes. There were no further questions or comments regarding the application.

Frank Magana made a motion to approve the Satellite Application. Reed Farnsworth seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.

CALENDARING

The next Board Meeting is scheduled for December 3rd, 2024, at 5:30 PM.

ADJOURN

At 7:30 PM Frank Magana made a motion to adjourn the meeting. Reed Farnsworth seconded. The motion passed unanimously. The votes were as follows: Sarah Vaughan, Aye; Frank Magana, Aye; Tony Furano, Aye; Reed Farnsworth, Aye.

Wallace Stegner Academy
Statement of Financial Position
Created on November 11, 2024
For Prior Month

	07/01/2024 Through 10/31/2024 <u>Actual</u>	Year Ending 06/30/2024 <u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash	5,778,612	3,630,561
Accounts Receivables	10,423	567,983
Other Current Assets	0	109,899
Total Current Assets	<u>5,789,035</u>	<u>4,308,443</u>
Restricted Cash	<u>4,821,743</u>	<u>4,039,189</u>
Net Assets		
Fixed Assets	30,957,651	30,957,650
Depreciation	(2,095,088)	(2,095,088)
Total Net Assets	<u>28,862,563</u>	<u>28,862,562</u>
Total Assets & Other Debits	<u>39,473,341</u>	<u>37,210,194</u>
Liabilities & Fund Equity		
Current Liabilities	1,270,161	1,075,584
Long-Term Liabilities	<u>31,284,272</u>	<u>31,284,272</u>
Fund Balance	4,850,338	3,081,995
Net Income	<u>2,068,570</u>	<u>1,768,343</u>
Total Liabilities & Fund Equity	<u>39,473,341</u>	<u>37,210,194</u>

Wallace Stegner Academy

Statement of Activities

Created on November 11, 2024

For Prior Month

	Annual June 30, 2025 Budget	Year-to-Date October 31, 2024 Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	2,700,000	2,302,594	85.3 %
Revenue From State Sources	15,278,057	5,322,367	34.8 %
Revenue From Federal Sources	1,985,259	265,017	13.3 %
Revenue from Other Sources	3,354,660	0	0.0 %
Total Income	23,317,976	7,889,978	33.8 %
Expenses			
Instruction/Salaries	12,102,667	3,261,984	27.0 %
Employee Benefits	1,733,863	420,640	24.3 %
Purchased Prof & Tech Serv	1,220,744	308,975	25.3 %
Purchased Property Services	2,257,293	644,153	28.5 %
Other Purchased Services	2,196,830	410,132	18.7 %
Supplies & Materials	1,276,000	734,084	57.5 %
Property	200,000	67,867	33.9 %
Debt Services & Miscellaneous	2,330,578	42,556	1.8 %
Total Expenses	23,317,975	5,890,391	25.3 %
Total Net Income	1	1,999,587	285,655,338.6 %

**Wallace Stegner Academy
Evaluation Committee Statement
E-Rate RFP**

Background Information

Wallace Stegner Academy (the “School”) published an E-Rate RFP in early October 2024 through November 22, 2024. Three companies submitted proposals in response to the RFP: Eminent Technical Solutions (“ETS”), ACES Management Group LLC, DBA DYFNZ. (“ACES”), and SSA Technology (“SSA”)

Evaluation

The Evaluation Committee for this RFP was Adam Gerlach, Gabe Clark, and Platte Nielson. They met and reviewed and scored all proposals after the proposal deadline. No member of the Evaluation Committee had a conflict of interest with ETS, ACES, or SSA. The Evaluation Committee evaluated the proposals in accordance with the Bid Evaluation Instructions provided to the School.

The Evaluation Committee awarded ETS’s proposal the highest overall score, 85.865/100. The Evaluation Committee awarded ACES’ proposal a score of 46.026/100 and SSA’s proposal a score of 79/100. A breakdown of these total scores is provided on the E-Rate Bid Evaluation Grid, which is provided with this Statement.

Based on the Evaluation Committee’s review of the proposals, it determined that (i) the proposal from ETS meets the requirements of the RFP; (ii) ETS’s proposal pricing is reasonable; (iii) ETS has the requisite knowledge, experience, and skill to complete this project; and (iv) acceptance of ETS’s proposal would be in the best interest of the School. Neither ACES’ proposal nor SSA’s proposal demonstrated prior experience or personnel qualifications equal to ETS’s and both of their pricing proposals were more expensive than ETS’s.

The cost of ETS’s proposal is \$142,743.90, all of which are E-Rate eligible costs.

Award Recommendation

The Evaluation Committee recommends to the School’s Board of Directors that it award the E-Rate contract to ETS. The Evaluation Committee believes that ETS’s proposal provides the best value to the School in connection with this project.

E-RATE BID EVALUATION GRID

Organization Name:	Wallace Stegner Academy	E-Rate Yr:	2025-26
Prepared by:	Adam Gerlach	Title:	Co-Director
Signature:		Date:	11/25/2024

[illegible]

EVALUATION RATIONALE (Attach additional pages as necessary)	
See Evaluation Committee Statement	

CONTRACT FOR E-RATE PRODUCTS AND/OR SERVICES FY2024-25

APPLICANT		PROVIDER	
Organization	Wallace Stegner Academy	Company Name	Eminent Technical Solutions, LLC
Contact Name	Adam Gerlach	Contact Name	Scott Barrett
Contact Email	agerlach@wsacharter.org	Contact Email	Scott.barrett@etscorp.com
Address	980 S Bending River Road,	Address	1103 N 1600 W
City, ST, Zip	Salt Lake City, UT 84104	City, ST, Zip	Layton, UT 84041
USAC BEN	117026705	USAC SPIN	143035132
FCC Form 470 #	250002403	Bid #	EM-3018
E-Rate RFP #	WALL 2025-C2	Bid Amount \$	142,743.90
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider's Bid and incorporated with the Applicant's E-Rate RFP and FCC Form 470 as listed above.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this contract shall commence (a) on or after July 1, 2025 and shall terminate on June 30, 2026 for recurring services or (b) on or after April 1, 2025 and shall terminate on September 30, 2026 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 8th. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant's written notice to proceed.

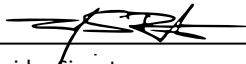
If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

For Applicant:

For Provider:

Applicant Signature

Date



Provider Signature

Date: 11 November 24

Printed Name:

Printed Name: Scott Barrett

Title:

Title: CEO



Dear Superintendent,

The Wallace Stegner Academy School Board has approved LEA-Specific educator license(s) for two (2) individual(s) in a public meeting held on December 3, 2024. The license areas, and endorsements shall be valid for three academic years as indicated on the attached spreadsheet which contains the associated educator information and rationale for the request. All LEA-Specific licenses will expire on June 30th of the final academic year approved.

Wallace Stegner Academy Board following assurances:

- The LEA has adopted a policy, in accordance to R277-301-7, to prepare and support educators with an LEA-Specific license. This policy is posted online at [Wallace Stegner Policies & FAQ](#).
- The educator has completed a criminal background check in accordance with Rule R277-214 53G-11-403 and continued monitoring in accordance with Subsection (1);
- The LEA will provide requisite training (educator ethics, classroom management/instruction, special education law/instruction, & Utah Effective Teaching Standards) within the first year of employment;
- The educators will complete the USBE Ethics Review within one calendar year prior to being issued the license;
- The LEA will post all educator data, including assignments, in CACTUS no later than 60 days following the date of the public governing board meeting approving the license area(s) and/or endorsement(s);
- Each LEA school employing an individual with an LEA-Specific license will prominently post the following on the school's website:
 - Disclosure that the school employs individuals holding an LEA-Specific educator license, license areas, and/or endorsements;
 - An explanation of the types of educator licenses issued by USBE (Professional, Associate, LEA-Specific);
 - Percentage (based on FTE) of types of licenses, license areas, and endorsements held by educators employed in the school;
 - A link to the Utah Educator Look-up Tool.

The **Wallace Stegner Academy Board** additionally acknowledges that LEA-Specific educator licenses, license areas, or endorsements may be renewed by the Utah State Board of Education. These renewals will be approved or denied on a case by case basis.

Sincerely,

Sarah Vaughn

LEA Governing Body Chairperson

SY24-25 (LEA-Specific) Requests

LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name
Granite SD	1/5/21	999999	Example
Wallace Stegner Academy- SLC	12/3/24	797192	Huber
Wallace Stegner Academy- Kearns	12/3/24	720053	Secretan

Effective 8/2021, the following are NOT allowed for LEA-S: Audiologist, Deaf Education, Preschool Spec

First Name	Is this a RENEWAL Request from SY23- 24? (Y/N)	License Area 1Endorsement 1Endorsement 2		
<i>Educator</i>	<i>N</i>	<i>Secondary</i>	<i>Math Level 3</i>	<i>Chemistry</i>
Casey	N	Secondary	Math Level 4 Secondary Math	
Kjeisten	N	Elementary		

Endorsement 3	Rational/Motions	Has LEA Specific		
		Is Educator's Assignment in CACTUS? (Y/N)	tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)
	<i>Educator is enrolling in EPP Fall 2021</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>
	Educator is enrolling the APPEL program.	Y	N	Y
	Educator is enrolling the APPEL program.	N	N	Y

anguage Therapist

Does Educator Have a current ETHICS check? (Y/N)	Pedagogical Modules Completed and Certificate Received? (Y/N)	LEA Applicati on Received ? (Y/N)
Y	N/A	N/A
Y	Y	Y
Y	N/A	Y

Bill To

Wallace Stegner Academy
980 S Bending River Rd
Salt Lake City UT 84104-3612
United States

Amount Due (USD)

\$33,435.00

Due Date: 11/17/2024

Partner ID	PO #	Terms	Due Date
20083	Pending/send to business.operations@hnhco.c om	Net 30	11/17/2024

Quantity	Description	Rate	Amount
1	MG Basics for Teachers Virtual (3-hour session, up to 30 participants)	\$1,890.00	\$1,890.00
1	MG App Rpts: Essentl Rpts for Teachers Virtual (3-hour session, up to 30 participants)	\$1,890.00	\$1,890.00
1	MG App Rpts: Essentl Rpts for Leaders Virtual (3-hour session, up to 30 participants)	\$1,890.00	\$1,890.00
1	MG App Rpts: Student Goal Setting Virtual (3-hour session, up to 30 participants)	\$1,890.00	\$1,890.00
1,500	MAP Growth K-12	\$14.50	\$21,750.00
1,500	MAP Growth Science (Add-On)	\$2.75	\$4,125.00

Subtotal \$33,435.00

Tax \$0.00

Total \$33,435.00

Amount Paid \$0.00

Amount Due \$33,435.00

Questions?	Payments
NWEA Support - Orders & Billing	<p>Mail Checks To: 14046 Collection Center Drive Chicago, IL 60693 Check may be made payable to: NWEA, HMH, or HMH Education Company Our account accepts all payees</p> <p>Please include your invoice number on your check</p> <p>Federal Tax ID: #04-1456030</p> <p>www.nweaportal.org</p>

Prices are listed net of all taxes and additional charge imposed by any local, state, federal or other governmental authorities, withholding and value added taxes. Subscriber agrees that it is solely responsible for payment of any such assessments. You agree the Services herein are governed by the NWEA Master Subscription Agreement located at <https://www.hmhco.com/policy/terms-of-purchase#digital-products>, unless otherwise agreed in a custom agreement with NWEA, such custom agreement controls.

WSA 12.03.2024 POLICY SUMMARY SHEET

Amending Fee Waiver Policy (schools with elementary and secondary students)

As a result of the state legislature passing HB 415 during the 2024 session, and the USBE subsequently amending R277-407 to make it consistent with HB 415, the school needs to revise its Fee Waiver Policy. The revisions to the policy include updated definitions of key terms and phrases, including but not limited to “fee,” “instructional equipment/supplies,” “school activity clothing,” and “textbook.” The revisions to the policy also include some new rules with respect to fees that schools can no longer charge for, such as general fees that have no direct benefit to students; fees for K-6 students to participate in remediation programs; and, beginning in the 25-26 school year, curricular and co-curricular fees for secondary students (grades 7-12) for non-electives, unless the fee is for such things as instructional supplies/equipment, a music instrument rental, or school activity clothing. Another revision to the policy clarifies that students who qualify for McKinney-Vento Homeless Assistance Act assistance (i.e., homeless students) are eligible for fee waivers. Another major change brought about by HB 415 that is reflected in the revisions to the policy is that fundraising is no longer considered a school fee.

Amending Bullying and Hazing Policy

The proposed revisions to the school’s Bullying and Hazing Policy are based on HB 84 from the 2024 legislative session and the USBE’s recent revisions to R277-613. Both HB 84 and the newly revised R277-613 added a new definition for “incident,” clarifying that an incident refers to a “verified” incident of bullying, cyber-bullying, hazing, and retaliation. They also modified the parental notification requirements. Schools must notify parents of suicide threats and verified incidents of bullying, cyber-bullying, hazing, and retaliation; provide certain information as part of the notification as schools have previously; but now they must also notify parents of the action plan to address verified incidents of bullying, cyber-bullying, hazing, and retaliation. New requirements related to action plans were also added by HB 84 and R277-613, such as what the action plan must cover, that the school should try to involve parents of involved students in the development and implementation of the action plan, and how the action plan needs to be communicated to parents of involved students. HB 84 and R277-613 also make it clear that students and employees are prohibited from (and subject to discipline for) sharing a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, and retaliation in order to impact or encourage future incidents. These and other minor changes have been added to the school’s Bullying and Hazing Policy. The policy has also been restructured in some areas to make it easier for the school to follow the requirements.

Amending FERPA Policy

Many of the proposed revisions to this policy are stylistic, including the addition of a “Purpose” section and the rewording of much of the first policy paragraph. However, a few of the changes are substantive, such as correcting the reference to Utah law regarding student and family privacy (inserting the Utah Code sections and deleting the misnomer “Utah Family Educational Rights and Privacy Act”) and adding that education record management under FERPA includes rules regarding parental access to and the school’s disclosure of student education records. The title of this policy has also been corrected to “Family Educational Rights and Privacy Policy”.

As an FYI, revisions to the administrative procedures established under this policy are also underway, as changes are needed to bring the administrative procedures into compliance with recent changes to Utah law (for example, adding “gender identity” to the list of protected topics school personnel are not allowed to question students about – such as through a survey – without first obtaining parental consent).

Paid Professional Hours for Educators Policy

Schools are now required, per R277-629, to adopt a policy explaining how they will distribute paid professional hours to their educators. R277-629 and Utah Code § 53F-7-203 establish the rules and requirements for paid professional hours, and this new policy tracks the statute and the rule. The policy provides that educators may use their paid professional hours for certain activities (including professional learning) and professional learning expenses, that educators are responsible to create a plan for how they want to use their paid professional hours, and that educators’ plans must be approved by school administration. The policy also explains that a educators paid professional hours must be paid out by the school by June 30 annually. Per the law, rule, and policy, educators may receive up to 32 paid professional hours from the school in one fiscal year.

Wallace Stegner Academy
Policy: Fee Waiver Policy
Adopted: January 20, 2016
Revised: December 17, 2020
Renewed: June 27, 2022
Revised: December 15, 2022
Revised: September 21, 2023
[Revised:](#)



Purpose

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

Policy

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

Definitions

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

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

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

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

"Extracurricular activity"

- (a) means an activity, a course, or a program that is:
 - (i) not directly related to delivering [required](#) instruction;
 - (ii) not a curricular activity or co-curricular activity; and
 - (iii) provided, sponsored, or supported by the School.

(b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means a charge, expense, deposit, rental, or payment:

- (a) regardless of how the charge, expense, deposit, rental, or payment is termed, described, requested, or required directly or indirectly;
- (b) in the form of money, goods, or services; and
- (c) that is a condition to a student's full participation in an activity, course, or program that is provided, sponsored, or supported by an LEA.

"Fee" includes:

- (a) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
- (b) payments made to a third party that provides a part of a School activity, class, or program;
- (c) charges or expenditures for classroom instructional equipment or supplies;
- (d) charges or expenditures for School activity clothing; and
- (e) a fine other than a fine described below.

"Fee" does not include:

- (a) a student fine specifically approved by an LEA for:
 - (i) failing to return School property;
 - (ii) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior, or as described in Utah Code 53G-8-212; or
 - (iii) improper use of School property, including a parking violation;
- (b) a payment for School breakfast or lunch;
- (c) a deposit that is:
 - (i) a pledge securing the return of School property; and
 - (ii) refunded upon the return of School property;
- (d) a charge for insurance, unless the insurance is required for a student to participate in an activity, course, or program; or
- (e) money or another item of monetary value raised by a student or the student's family through fundraising.

"Instructional equipment or supplies"

- (a) means an activity-, course-, or program-related supply or tool that:
- (i) a student is required to use as part of an activity, course, or program in a secondary school;
 - (ii) becomes the property of the student upon exiting the activity, course, or program, and
 - (iii) is subject to a fee waiver;
- (b) does not include School equipment.

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

- (a) is a personal discretionary charge or purchase, including:

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

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shears or styling tools; ¶
a band instrument; ¶
a camera; ¶
a stethoscope; or ¶
sports equipment, including a bat, mitt, or tennis racket. ¶

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Deleted: "Instructional supply" means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes: ¶
prescriptive footwear; ¶
brushes or other art supplies, including clay, pain, or art canvas; ¶
wood for wood shop; ¶
Legos for Lego robotics; ¶
film; or ¶
filament used for 3D printing. ¶
"Maintenance of School equipment" means a cost, payment, or expenditure related to storing, repairing, or keeping School equipment in good working condition. It does not include the cost related to end-of-life replacement.

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

"Provided, sponsored, or supported by the School"

- (a) means an activity, class, program, club, camp, clinic, or other event that:
 - (i) is authorized by the School; or
 - (ii) satisfies at least one of the following conditions:
 - (A) the activity, class, program, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
 - (B) the activity, class, program, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
 - (C) the activity, class, program, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.
- (b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

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"Provision in lieu of fee,"

- (a) means an alternative to fee payment; and
- (b) may include a plan under which fees are paid in installments or under some other delayed payment arrangement or a service in lieu of fee payment agreement.

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

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

- (b) successfully complete a School class for the highest grade; or
- (c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:
 - (i) peer pressure, shaming, stigmatizing, bullying, or the like; or
 - (ii) withholding or curtailing any privilege that is otherwise provided to any other student.

"School activity clothing" means special shoes or items of clothing:

- (a) that meets specific requirements, including requesting a specific brand, fabric, or imprint; that the School requires a student to provide; and that become the property of the student upon exiting the activity, course, or program; and
- (b) that are required to be worn by a student for an activity-, course-, or a program-related activity.

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"School activity clothing" does not include:

- (a) a school uniform; or
- (b) clothing that is commonly found in students' homes.

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"School equipment" means a machine, equipment, facility, or tool that:

- (a) is durable;
- (b) is reusable;
- (c) is consumable;
- (d) is owned by a secondary school; and
- (e) a student uses as part of an activity, course, or program in a secondary school.

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"Something of monetary value"

- (a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and
- (b) includes:
 - (i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
 - (ii) payments made to a third party that provide a part of a School activity, class, or program;
 - (iii) classroom textbooks, supplies or materials;
 - (iv) charges or expenditures for school activity clothing; and
 - (v) a fine, except for a student fine specifically approved the School for:
 - (A) failing to return School property;
 - (B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or
 - (C) improper use of School property, including a parking violation.
- (c) does not include a payment or charge for damages, which may reasonably be attributed to normal wear and tear.

"Textbook"

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

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

General School Fees Provisions

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

If the School imposes a fee:

- (a) the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and
- (b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee, including a fee to supplant or subsidize an expense that the School incurs for:
 - (i) a curricular activity; or
 - (ii) an expense for the portion of a co-curricular activity that occurs during regular school hours.

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Beginning with the 2024-25 school year, the School may not sell textbooks or otherwise charge a fee for textbooks, as provided in Section 53G-7-506, except for a textbook used for a concurrent enrollment, International Baccalaureate, or Advanced Placement course.

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All fees are subject to the fee waiver requirements of this policy.

The School shall not charge a fee that is general in nature and for a service or good that does not have a direct benefit to the student paying the fee. In addition, except as set forth in this policy with respect to fees for life-cycle replacement costs for School equipment, the School may not charge a fee for School equipment.

The School may not charge students in grades K-6 fees to participate in the School's remediation programs.

Fees for Classes & Activities During the Regular School Day

Fees for Students in Kindergarten through Sixth Grade

The School may not charge a fee in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

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

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

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

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

Fees for Students in Seventh through Ninth Grade

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is noticed and approved as provided in R277-407 and is allowed to be charged by state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment of fees or purchase of items in order for students to fully participate and to have the opportunity to acquire skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

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

Secondary students may be required to provide their own student supplies, subject to the fee waiver requirements of this policy.

The School may charge students in grades 7-9 a fee for a curricular activity or a co-curricular activity that is not required for the instruction of established core standards as described in Utah Code § 53E-4-202 or § 53E-4-204 and that is an elective. However, beginning with the 2025-26 school year, the School may not charge students in grades 7-9 a fee for a curricular activity or a co-curricular activity that is required for the instruction of established core standards as described in Utah Code § 53E-4-202 or § 53E-4-204, and that is not an elective, unless the fee is for the following:
(a) instructional equipment or supplies;

- [\(b\) a driver education course described in Utah Code § 53G-10-503;](#)
- [\(c\) charter school application processing in accordance with Utah Code § 53G-6-503; or](#)
- [\(d\) competency remediation programs in accordance with Utah Code § 53G-9-803;](#)
- [\(e\) the life-cycle replacement costs for School equipment directly related to the co-curricular activity;](#)
- [\(f\) a music instrument rental; or](#)
- [\(g\) school activity clothing.](#)

[If the School charges a fee for a co-curricular activity as set forth above, a fee for the portion of the co-curricular activity that is during the regular school day is limited to the fees described in subsections \(a\)-\(g\) above.](#)

Fees for Adult Education and Advanced Courses

[The School may charge students in grades 7-9 fees for an adult education course or for tuition, college credit, an exam, or a textbook for an Advanced Placement course, an International Baccalaureate course, or a concurrent enrollment course, as described in Utah Code § 53G-7-503\(4\).](#)

Fees for Remediation Programs

[The School may charge students in grades 7-9 fees to participate in the School's remediation programs.](#)

Fees for Optional Projects

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

Fees for Activities Outside of the Regular School Day

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if [the fee is approved as provided in this policy and is allowed by state law and if](#) participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

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

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

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

Fee Schedule

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

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

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

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

[If a Fee Schedule is adopted, the Board shall authorize each fee individually as required in Utah Code § 53G-7-503.](#)

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Maximum Fee Amounts

In connection with the establishment of a Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or

supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

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

Notice to Parents

If the School charges fees, the Principal will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year.

If the School charges fees, the School will also post the following on its website:

- (a) The School's Fee Schedule, including maximum fee amounts, and Fee Waiver Policy;
- (b) The School's fee waiver application;
- (c) The School's fee waiver decision and appeals form; and
- (d) The School's fee notice(s) for families.

Donations

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

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

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

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

Fee Collection

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

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

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

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

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

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

Fee Refunds

Student fees are non-refundable.

Budgeting and Spending Revenue Collected Through Fees

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

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

School Fee Collections & Accounting Procedures

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

Fees must be received and deposited in a timely manner.

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

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

Fee Waiver Provisions

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

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All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

Fee Waiver Administration

If the School charges fees, the Principal will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

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

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA). The School may not identify a student on fee waiver to students, staff

members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

Fee Waiver Eligibility

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

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

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

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

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

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

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

Fee Waiver Approval Process

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

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

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

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

[The School shall also submit school fee revenue information in the Utah Public Education Financial System as provided in R277-113.](#)

Appeal Process

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

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

Alternatives to Fees and Fee Waivers

If the School charges fees, the School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Principal will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers.

However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

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

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

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

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

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

[The School may provide optional individual fundraising opportunities for students to raise money to offset the cost of the student's fees as provided in R277-408.](#)

Annual Review, Approval, and Training

In the event the School elects to charge fees, the Board will review and approve this policy annually.

In the event the School elects to charge fees, the School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

Wallace Stegner Academy
Policy: Bullying & Hazing Policy
Adopted: 9.21.23



Purpose

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

Policy

Prohibited Conduct

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

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

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

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

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

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Students and School employees are prohibited from sharing a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, and retaliation in order to impact or encourage future incidents.

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

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

Definitions

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

Action Plan – For purposes of this policy, “action plan” means a process to address an incident as described in Utah Code § 53G-9-605.5.

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

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

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

Bullying may also include relational aggression or indirect, covert, or social aggression, including rumor spreading, intimidation, enlisting a friend to assault a child, and social isolation.

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

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

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

- (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin.
- (2) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex.
- (3) Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability.
- (4) Other areas included under these acts which include religion, gender, and sexual orientation.

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

- (1) (a) endangers the mental or physical health or safety of a School employee or student;
- (b) involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
- (c) involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a School employee or student; or

- (d) involves any activity that would subject a School employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a School employee or student to extreme embarrassment, shame, or humiliation; and
- (2) (a)(i) is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a School or School sponsored team, organization, program, club, or event; or
(ii) is directed toward a School employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a School or School sponsored team, organization, program, club, or event in which the individual who commits the act also participates.
- (3) The conduct described above constitutes hazing, regardless of whether the School employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

[Incident – For purposes of this policy, “incident” means a verified incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation that is prohibited in Utah Code § 53G-9-601 et seq.](#)

[Retaliate or Retaliation – For purposes of this policy, “retaliate or retaliation” means an act or communication intended:](#)

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

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

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

[Verification – For purposes of this policy, “verification” means that an alleged incident has been found to be substantiated through a formal investigation process done by the School as outlined in this policy.](#)

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

Reporting Prohibited Conduct

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

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

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Each report of prohibited conduct shall include:

(1) the name of complaining party;

(2) the name of person subjected to the prohibited conduct (if different than complaining party);

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(3) the name of perpetrator (if known);

(4) the date and location of the prohibited conduct; and

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(5) a statement describing the prohibited conduct, including names of witnesses (if known).

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

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

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

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

Investigation of Alleged Incidents

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

The School will investigate these alleged incidents by interviewing:

(1) the students subjected to the alleged incident;

(2) the individual who is alleged to have engaged in the prohibited conduct;

(3) the parents or guardians of the students subjected to the alleged incident and the individual who is alleged to have engaged in prohibited conduct;

(4) any witnesses;

(5) School staff familiar with the student subjected to the alleged incident;

(6) School staff familiar with the individual who is alleged to have engaged in prohibited conduct; or

(7) Other individuals who may provide additional information.

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

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

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

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

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

If the investigation results in a verification of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the School shall create and implement an action plan for each such incident in accordance with Utah Code § 53G-9-605.5 and R277-613.

In addition, following verification of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the Principal may, if he/she determines it is appropriate:

- (1) take positive restorative justice practice action in accordance with policies established by the School;
- (2) provide supportive services designed to preserve the student's access to educational opportunities and a sense of safety; or
- (3) develop a communication process.

However, a student to whom an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct is directed is not required to participate in a restorative justice practice with an individual who is alleged to have engaged in prohibited conduct. If the School would like any student to participate in a restorative justice practice, the School will notify the student's parent or guardian of the restorative justice practice and obtain consent from the student's parent or guardian before including the student in the process.

Parental Notification

The Principal or his/her designee will timely notify a student's parent or guardian if:

- (1) the student threatens suicide; or

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- (2) the student is involved in an incident (including if the student is subjected to the incident or is the person who caused the incident) and of the action plan to address the incident.

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

The Principal or his/her designee will produce and maintain a record that:

- (1) verifies that the School notified each parent or guardian as required above. If an in-person meeting takes place, the Principal or his/her designee may ask the parent or guardian to sign the record acknowledging that the notification was provided. If a telephone conversation takes place, the Principal or his/her designee may document on the record such details as the date and time of the telephone call, who was spoken to, and brief notes regarding the notification that was provided and the content of the conversation. If an email is sent, the Principal or his/her designee will retain a copy of the email; and

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- (2) tracks implementation of the action plan addressing the incident, if applicable.

The School will retain the record for at least as long as the student is enrolled at the School and will provide or expunge the record in accordance with Utah Code § 53G-9-604. The School will maintain the confidentiality of the record in accordance with the state and federal student data privacy laws referenced in Utah Code § 53G-9-604.

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

- (1) suicide prevention materials and information as recommended by the Utah State Board of Education in accordance with Utah Code § 53G-9-604(2)(b);
- (2) information on ways to limit a student's access to fatal means, including firearms or medication; and
- (3) information and resources on the healthy use of social media and online practices as provided in R277-613.

Action Plan to Address Incidents

Following verification of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the School shall develop and implement an action plan. The action plan shall include:

- (1) with respect to the student to whom the incident was directed and in direct coordination with the student's parent or guardian:
 - (a) a tailored response to the incident that addresses the student's needs;

- (b) a mechanism to consider consequences or accommodations the student may need regarding decreased exposure or interactions with the student who caused the incident;
- (c) notification of the consequences and plan to address the behavior of the student who caused the incident;
- (d) support measures designed to preserve the student's access to educational services and opportunities; and
- (e) to the extent available, access to other resources the parent requests for the student; and

(2) with respect to the student who caused the incident and in direct coordination with the student's parent or guardian:

- (a) a range of tailored and appropriate consequences, making reasonable effort to preserve the student's access to educational services and activities;
- (b) a process to determine and provide any needed resources related to the underlying cause of the incident;
- (c) supportive measures designed to preserve the student's access to educational services and opportunities while protecting the safety and well-being of other students; and
- (d) a process to remove the student from School in an emergency situation, including a description of what constitutes an emergency.

The School may not include in an action plan a requirement that the student to whom the incident was directed change the student's:

- (1) educational schedule or placement; or
- (2) participation in a School sponsored sport, club, or activity.

The School shall try to involve the parent or guardian of a student who was involved in an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct in the development and implementation of an action plan. However, if, after the School attempts to involve a parent or guardian in the development and implementation of an action plan, the parent or guardian chooses to not participate in the process, the School may develop and implement an action plan without the parent or guardian's involvement.

The School shall communicate with the parent or guardian of each student involved in an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct about the implementation of the action plan. Specifically, the School shall provide regular updates on the implementation of the action plan to each such parent or guardian. The updates shall include:

- (1) the outcome of the School's investigation (if not already provided at the conclusion of the investigation);
- (2) a discussion of safety considerations for the student who is the subject of the incident; and
- (3) an explanation of the School's process for addressing the incident.

The Principal or his/her designee shall oversee the implementation of the action plan, monitor the implementation of the communication plan/requirements within the action plan, and assist the School with case-specific needs when the School is addressing an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct.

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Consequences of Prohibited Behavior

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

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

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

Grievance Process for School Employees

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

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Grievance Process for Parents and Guardians

A parent or guardian of a student who caused an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct may appeal one or more of the consequences included in an action plan in accordance with the School's Parent Grievance Policy.

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Additional Provisions

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

- (1) Once the School knows or reasonably should know of possible student-on-student bullying, cyber-bullying, or hazing, the School must take immediate and appropriate action to investigate.

- (2) If it is determined that the bullying, cyber-bullying, or hazing of a student did occur as a result of the student's membership in a protected class, the School shall take prompt and effective steps reasonably calculated to:
- (a) end the bullying, cyber-bullying, or hazing;
 - (b) eliminate any hostile environment; and
 - (c) prevent its recurrence.

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- (3) These duties are the School's responsibilities even if the misconduct is also covered by a separate anti-bullying policy and regardless of whether the student makes a complaint, asks the School to take action, or identifies the bullying, cyber-bullying, or hazing as a form of discrimination.

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

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If the Principal believes that any person who was subjected to or who caused conduct prohibited by this policy would benefit from counseling, the Principal may refer such individuals for counseling.

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

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

Student Assessment

Subject to the parental consent requirements of Utah Code § 53E-9-203, the Principal or his/her designee will solicit student assessments of the prevalence of bullying, cyber-bullying, and hazing in the School, specifically locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, and lunch areas.

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Training

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

- (1) bullying, cyber-bullying, hazing, retaliation, and abusive conduct;

- (2) discrimination under the following federal laws:

- (a) Title VI of the Civil Rights Act of 1964;
- (b) Title IX of the Education Amendments of 1972;
- (c) Section 504 of the Rehabilitation Act of 1973; and
- (d) Title II of the Americans with Disabilities Act of 1990;

- (3) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination;
- (4) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes or conformance or failure to conform with stereotypes; and
- (5) the right of free speech and how it differs for students, employees, and parents or guardians.

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

The training shall be offered to:

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

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

Liaison to Utah State Board of Education

The Director or his/her designee shall act as the School's liaison to the Utah State Board of Education regarding bullying, cyber-bullying, hazing, abusive conduct, and retaliation.

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Distribution of Policy and Signed Acknowledgement

The Principal will inform students, parents or guardians, School employees, and volunteers that hazing, bullying, cyber-bullying, abusive conduct, and retaliation are prohibited by distributing a copy of this policy to such individuals annually. A copy of this policy will also be posted on the School's website and included in any student conduct or employee handbooks issued by the School.

On an annual basis, School employees, students who are at least eight years old, and parents or guardians of students shall sign a statement indicating that they have received this policy.

Family Educational Rights and Privacy Policy

Adopted: January 20, 2016

Revised:



Purpose

The purpose of this policy is to protect the privacy of Wallace Stegner Academy (the "School") students and their families in accordance with applicable law.

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Policy

The School shall protect the privacy of its students and their families and shall support parental involvement in the education of their children by complying with state and federal law concerning family educational rights and privacy, including but not limited to the federal Family Educational Rights and Privacy Act ("FERPA") and Utah Code § 53E-9-201 et seq.

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The School's Director shall establish administrative procedures that provide standards under Utah law for the protection of student and family privacy within the School, including in the curriculum, in School activities, in the administration of psychological or psychiatric examinations, tests, or treatments to students, and in any survey, analysis, or evaluation of students that seek protected information. The procedures shall also address the management of student education records under FERPA, including rules regarding parental access to and the School's disclosure of such education records.

Paid Professional Hours for Educators Policy

Adopted:



Purpose

The purpose of this policy is to establish the parameters by which Wallace Stegner Academy (the “School”) will provide paid professional hours to its educators.

Definitions

For purposes of this policy:

“Educator” means full-time and part-time educators employed by the School in the following positions:

- (a) general education teachers;
- (b) special education teachers;
- (c) counselors;
- (d) administrators;
- (e) specialists;
- (f) student support (may include librarians, instructional coaches, or other certified positions that work 50% or more in a School building);
- (g) psychologists;
- (h) speech language pathologists; and
- (i) audiologists.

“Paid professional hours” means hours outside of an educator’s contracted hours.

“Program funds” means funds allocated to the School in accordance with Utah Code § 53F-7-203 to provide paid professional hours to the School’s educators.

“Qualifying time” means the hours spent engaged in professional learning, including:

- (a) time spent traveling for the professional learning; and
- (b) time engaged in the professional learning.

Policy

The School shall follow Utah Code § 53F-7-203 and Utah Administrative Code R277-629 regarding providing paid professional hours from program funds to the School’s educators.

Allowable Uses of Program Funds

Program funds for paid professional hours shall be used to provide educators with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging state academic standards. Accordingly, program

funds may be used by the School to provide paid professional hours to its educators for the:

- (a) activities described in Utah Code § 53F-7-203(4)(b), including but not limited to qualifying time for professional learning as determined between an educator and the School's Director; and
- (b) professional learning expenses described in Utah Code § 53F-7-203(4)(c).

The School shall not use program funds to cover costs that are not outlined in Utah Code § 53F-7-203, including indirect costs.

The maximum number of paid professional hours from program funds that an educator may receive from the School in one fiscal year is 32.

Educator Responsibilities

As a condition to receiving program funds, an educator shall, except as provided in Utah Code § 53F-7-203(5)(b)(i):

- (a) on or before September 30 of each year, create a plan, in consultation with the School's Director, on how the educator plans to use the paid professional hours; and
- (b) before the end of a given fiscal year, provide a written statement to the School's Director of how the educator used the paid professional hours.

Notwithstanding the foregoing, all educators' plans regarding their proposed use of paid professional hours are subject to review by the School's Director. The Director has discretion to approve or deny an educator's plan to the extent allowed by law. Educators may not receive paid professional hours until their plan has been approved by the Director.

Timing and Method of Payment of Paid Professional Hours

The School's Director shall decide, in consultation with the School's accounting and payroll staff, the timing and method in which paid professional hours will be paid out to the School's educators. However, the School shall pay out an educator's paid professional hours by June 30 annually.

Paid professional hours for an educator's qualifying time for professional learning shall be paid out at the educator's approximate contracted hourly rate for the most recent school year. Program funds used to pay for an educator's professional learning expenses shall count toward the educator's paid professional hours allocation and shall be paid out in an amount and manner that ensures the School's paid professional hours allocation for the educator is not exceeded.

The School may, in the Director's discretion, pro-rate program funds for an educator's paid professional hours if the educator's employment with the School ends before the end of the School year.