

Maria Montessori Academy

Board of Directors Meeting

Date: July 21, 2025

Location: <https://us02web.zoom.us/j/9078319259>

Board Members Present: Nancy Lindeman, April Bench, John Horn, Logan Kashanipour

Excused Board Members: Stephanie Loud, Terri Johnson

Others Present: Kacee Weaver, Hannah Dorius, Jon McQueary, Katie Valentin, Nicole Jones



MINUTES

CALL TO ORDER

Nancy Lindeman called the board meeting to order at 11:01AM.

CONSENT ITEMS

- 06.12.2025 Board Meeting and Closed Session Minutes

April Bench made a motion to approve 06.12.2025 Board Meeting and Closed Session Minutes with the adjustment discussed; Logan Kashanipour seconded. The motion passed unanimously. Votes were as follows: Nancy Lindeman, Aye; Logan Kashanipour, Aye; April Bench, Aye; John Horn, Aye.

VOTING AND DISCUSSION ITEMS

- RFP for IT Services
Kacee Weaver presented the RFP for IT Services. Kacee received 1 response to the RFP from ETS. Kacee is happy with their service and recommends approving their proposal.
- Preschool Contract
The House of Children is managing the preschool program. There are 15 students enrolled in 3 classrooms for the 2025-2026 School Year. The budget for the preschool program will be presented at the next board meeting.
- School Lunch Discussion
An RFP has been posted for a food service management company. Lunch in the classrooms brought from home. They are working with a chef from another charter school to gain a better understanding of how to run the program. They are hoping to get the program up and running by mid-year.
- Dress Code Policy
Kacee Weaver presented the Dress Code Policy Amendment. Parents have asked for several dress code adjustments. There were several items that were altered and clarified. Photos will be added to the website to clarify the dress code parameters.

- PTIF Resolution

Jon McQueary suggested updating the PTIF Resolution to include Nancy Lindeman as the board chair and Kacee Weaver as the Director to be Authorized Individuals on the School's PTIF Account. Cathie Hurst, the AW Services Controller, is also included on the Resolution.

- Employee Benefits

Nancy Lindeman and Katie Valentin discussed the Employee Benefits at the school. There are several options for employee benefits moving forward. The board discussed several options including increasing the stipend to employees to assist with contributions. Alterations to the employee benefits program will be an ongoing discussion.

- LEA Licenses

This item was tabled.

April Bench made a motion to award the RFP for IT Services to ETS, approve the Preschool Contract, Dress Code Policy Amendment, and PTIF Resolution; John Horn seconded. The motion passed unanimously. Votes were as follows: Nancy Lindeman, Aye; Logan Kashanipour, Aye; April Bench, Aye; John Horn, Aye.

CALENDARING

- Next Board Meeting will be held September 11, 2025 @ 4:00PM.

ADJOURN

At 11:57AM, Logan Kashanipour made a motion to adjourn. John Horn seconded the motion. The motion passed unanimously. Votes were as follows: Logan Kashanipour, Aye; Nancy Lindeman, Aye; April Bench, Aye; John Horn, Aye.

Maria Montessori Academy Board of Directors Meeting

Date: September 11, 2025

Time: 4:00 PM

Location: 2505 N 200 E North Ogden, UT 84414



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

AGENDA

CALL TO ORDER

CONSENT ITEMS

- 07.21.2025 Board Meeting and Closed Session Minutes

REPORTS

- Director's Report
 - Early Learning Plan
- Finance Report

VOTING & DISCUSSION ITEMS

- Board Communication
- LEA Licenses
- Ratify Preschool Contract
- 401k Plan
- Property and Liability Insurance Renewal
- School Clubs:
 - Pickleball
 - E-Sports
 - Arts and Crafts
- ETS Quote
- Teton Science School Invoice
- Policies:
 - Electronic Resources Policy
 - Child Abuse & Neglect Policy
 - Toilet Training Policy

CLOSED SESSION- to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a) and/or to discuss pending or reasonably imminent litigation pursuant to Utah Code 52-4-205(1)(c).

CALENDARING

- Next Board Meeting November 13, 2025 @ 4:00pm

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

ADJOURN

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

Helpside 401(k) Plan



Plan Information

Employer Legal Name: _____

Employer I.D. Number (EIN): _____

Contact Person: _____

Contact E-mail: _____

Address: _____

Street Address

City State Zip

Telephone: _____

Fax: _____

Fiscal Year End: 12 / 31
Month Day

Plan Year End: 12 / 31
Month Day

Effective Date of Plan with Helpside:

Is this a takeover of an existing plan? ☐ No ☐ Yes
(if yes, please provide the data below)

Original Effective Date of Existing Plan: _____

Plan Name:

Was the plan previously a stand-alone plan?

☐ No ☐ Yes

Are there assets in the Plan?

☐ No ☐ Yes Amount: \$ _____

Was prior year testing completed by the prior TPA?

☐ No ☐ Yes

Is your prior TPA handling the Final 5500?

☐ No ☐ Yes

If yes, when will the Final 5500 be filed? _____

Type of Organization:

☐ Sole Proprietorship ☐ Partnership

☐ Corporation ☐ S-Corporation

☐ LLC (taxed as a ☐ Corporation ☐ Partnership)

☐ Other _____

NAICS Code: _____

Principal Business Activity: _____

Master MEP Contact name: Hailey Bartholomew

E-Mail Address: habartholomew@cairnadvisors.com

Prior TPA/Vendor Contact Information REQUIRED
(if applicable):

Company: _____

Contact name: _____

Phone number: _____

Email address: _____

Will the Participating Employer have custom provisions in their Plan? ☐ No ☐ Yes

Please list Custom Provisions:



	Plan 90 <input type="checkbox"/>	Plan 180 <input type="checkbox"/>	Plan 365 <input type="checkbox"/>	Plan SH Match 90 <input type="checkbox"/>	Plan SH Match 365 <input type="checkbox"/>	Plan SH PS 90 <input type="checkbox"/>	Plan SH PS 365 <input type="checkbox"/>	Custom <input type="checkbox"/>
Subject to Testing?	Yes	Yes	Yes	No	No	No	No	
Minimum Age	18	18	18	18	18	18	18	
Waiting Period	3 Months	6 Months	Year of Service	3 Months	Year of Service	3 Months	Year of Service	
Matching Contribution	Discretionary	Discretionary	Discretionary	SH Basic	SH Basic	Discretionary	Discretionary	
Vesting Schedule Matching Contributions	6 Year	6 Year	6 Year	100% Immediate	100% Immediate	6 Year	6 Year	
Profit Sharing Contribution	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Required 3% Profit Sharing	Required 3% Profit Sharing	
Vesting Schedule Profit Sharing Contributions	6 Year	6 Year	6 Year	6 Year	6 Year	100% Immediate	100% Immediate	

1. **Automatic Contribution Arrangement (ACA)** No Yes _____% Pre-Tax Contribution.

Effective Date of ACA: _____

2. **Eligible Automatic Contribution Arrangement (EACA)** No Yes _____% Pre-Tax Contribution

Effective Date of EACA: _____

3. Auto Increase _____ not to exceed _____.

EACA provisions will only apply to those who have no existing affirmative election on file. Participants will have the option to withdraw their funds within 90 days or less of the first automatic deferral.

All plans will allow for one loan, hardship distributions, and contribution changes as soon as administratively feasible. The plan entry date is first of the month coinciding with or following the date in which the waiting period requirements are met unless otherwise requested.

The matching formula in the plan document is listed as discretionary (except for the Plan SH Match 90 and Plan SH Match 365) and may be changed throughout the year as you decide – including having no match.

Please notify Helpside of any requested change in your matching formula in advance of the requested change date. Please complete your requested matching formula below:

☐ Safe Harbor Basic Match (100% of the first 3% and 50% of the next 2%, maximum match = 4%)

_____ % of the first _____ % you contribute (maximum match = _____ %)

Effective Date of Plan with Helpside: _____

Employer Name

Signature of Participating Employer

Date Signed

Print Name



RETIREMENT PLAN

RETIREMENT PLAN TESTING NOTICE

Highly Compensated Employee

- +5% Owner:** Any employee who directly or indirectly owns more than 5% interest in the employer.
- Highly Paid:** Any employee who whose annual compensation exceeds a specified amount in the preceding plan year set by the IRS each year
- Related Person:** Any employee who is the spouse, child, parent or grandparent of any other employee who falls into the +5% Owner classification.

Key Employee

- +5% Owner:** Any employee who directly or indirectly owns more than 5% interest in the employer.
- 1% Owner:** Any employee who directly or indirectly owns more than 1% **and** whose annual compensation exceeds a specified amount set by the IRS each year.
- Officer:** Any employee who is an officer of the employer **and** whose annual compensation exceeds a specified amount set by the IRS each year.
- Related Person:** Any employee who is the spouse, child, parent or grandparent of any other employee who falls into the +5% or 1% Owner classification.

Average Deferral Percentage Discrimination Test (ADP) Failure - Deferral

This means the highly compensated employees deferred on average more than they were allowed compared to the average deferral percentage of the non-highly compensated employees. The test requires that the average deferral percentage of the highly compensated employees be within the lesser of plus two or two times the average deferral percentage of the non-highly compensated employees for the plan year.

Average Contribution Percentage Discrimination Test (ACP) Failure - Match

This means the highly compensated employees received more company match contribution on average than they were allowed compared to the average company match contribution of the non-highly compensated employees. The test requires that the average match contribution percentage of the highly compensated employees be within the lesser of plus two or two times the average match contribution percentage of the non-highly compensated employees for the plan year.

Top Heavy Test Failure

This means 60% or more of total plan assets belong to Key Employees. The plan is then required to make a contribution of up to 3% for the following plan year to all active eligible employees (employed on the last day of the plan year regardless of the number of hours worked during the year) if the Key employees receive benefits in the following plan year of at least 3%. If the Key Employees receive benefits of less than 3%, for the following plan year, then all eligible employees are required to receive a contribution of the same percent received by the highest percent of the Key employees up to 3%. Thus, if no contribution is made for the Key Employees, then no contribution is required for the non-Key Employees. (For plans that are Top Heavy in their very first year of operation, a Top-Heavy minimum contribution is required in the 2nd year of operation – based on the contribution amounts of Key Employees in the 1st year of operation, but not to exceed 3%).

414s Test (The Compensation Ratio Test)

Bonus compensation is excluded for 401(k) employee contributions and employer matching. The 414s test is designed to ensure that the plan does not carve out certain forms of compensation in a way that benefit the HCEs more than the law allows vs. the NHCE's. This test compares the employee's base compensation to their total compensation to come up with a percentage. I.e., If my gross pay were \$80,000 in base salary plus \$20,000 in bonus for a total of \$100,000 the compensation ratio would be $\$80,000/\$100,000=80\%$. This same formula is run on a per individual basis and then average the two groups of employees (HCE's vs. NHCE's). HCEs cannot exceed the NHCEs by more than a "de minimus" amount (3%) of the NHCE average.

I understand that if I select a non-Safe Harbor plan design, that I am subject to the ADP, ACP, and Top-Heavy tests listed above (Safe Harbor plans are still subject to the 414s test), which, if my company does not pass, will require either money to be distributed to the Highly Compensated Employees and/or additional employer contributions be made to the plan.

Employer Name

Signature of Participating Employer



HELPSIDE 401(K) PLAN
HELPSIDE DEFINED CONTRIBUTION RETIREMENT PLAN

This document illustrates potential fees that are associated with the administration of the retirement plan charged to the participant or participating employer. Although these fees are not always applicable to the administration of your plan, you should be aware that they have the potential to be charged if the administration of your plan requires the service.

SERVICE	FEE
Participating Employer Plan Setup Fee (Onetime)	\$1200 / Employer
Participating Employer Termination/Transfer Out	\$500 / Employer
Comparability or Age-Weighted Calculation <i>(As applicable, per calculation)</i>	\$200 / Employer
Required Restatement of Plan Document <i>(Anticipated ~ 2026-2028 – Occurs every 5-6 years)</i>	\$200 / Employer
Loan: <i>(Participant fee per loan)</i>	\$200 / Participant
Loan Maintenance Fee: <i>(Annual)</i>	\$100 / Participant
Distribution/In-Plan Roth Conversions/Transfers: (Participant fee per distribution)	\$175 / Participant
Participant Locator Fee: (Service to locate a missing participant)	\$25 / Participant

Employer Signature: _____ Date: _____

<p>Disclosures, Client Authorization and Consent Plan Year 2025</p>

This document is being provided for purposes of obtaining your independent authorization and consent to the engagement of Cairn Advisor Group as a Plan service provider in connection with your participation in the Plan.

Introduction

This notice provides certain disclosures and seeks your independent authorization of and consent to the engagement of Cairn Advisor Group as a provider of administrative services to the Helpside, Inc. 401(k) Plan ("Plan"). References to "our," "us," or "we," refer to Helpside, Inc. ("Helpside"), while references to "you," "your," or "Client" refer to your company.

Services by Affiliate

In order to facilitate the prudent and efficient administration of the Plan, Helpside has arranged with 401K Belay, LLC dba Cairn Advisor Group ("Cairn") to provide certain services, including but not limited to setting up and advising new plan adopters, preparing plan amendments, assisting with benefit testing, coordinating plan transfers, conducting employee meetings, assisting with enrollment, processing beneficiary designations, processing plan loans, processing qualified domestic relation orders, attending benefits committee meetings, conducting participant education and helping to retain the plan's investment fiduciary. The services provided by Cairn are referred to in this document as "Plan Administrative Services." Cairn is owned in part by an individual who has a familial relationship with individuals who have a partial ownership interest in Helpside. Given the potential for conflict of interest, Helpside is seeking Client's independent authorization and consent to the engagement of Cairn as a Plan service provider in connection with Client's participation in the Plan. As compensation for providing these services to the Plan, Cairn is paid a fee based on plan assets, with the fee assessed based on the amount of plan assets attributable to the adopting employer, as follows:

- 0.50% for plan assets of \$0-\$250,000;
- 0.48% for plan assets of \$250,000-\$500,000;
- 0.46% for plan assets of \$500,000-\$750,000;
- 0.42% for plan assets of \$750,000-\$1 Million;
- 0.37% for plan assets of \$1 Million-\$2 Million;
- 0.33% for plan assets of \$2 Million-\$3 Million;
- 0.24% for plan assets of \$3 Million-\$4 Million; and
- 0.20% for plan assets of \$4 Million and over.

Acknowledgements and Confirmation of Plan Administrative Services Compensation

On behalf of Client, you consent to and authorize the engagement of Cairn as a service provider to the Plan with respect to your participation as an adopting employer. You acknowledge and agree that Client is responsible for approving the fees and expenses associated with the Plan, as and when the Plan is made available to employees, including fees paid to service providers in relation to providing Plan Administrative Services, as disclosed above and in your Client Service Agreement. Client has exercised independent judgement in selecting and approving the Plan and/or continuing to make the Plan available to employees, has reviewed and approved all services and fees and other amounts (such as Plan Administrative Services compensation) related to such services, and agrees to and approves the service provider relationship with Cairn and the compensation paid to Cairn, notwithstanding the disclosed familial relationship. Please note that Helpside is not a tax, legal or accounting advisor or preparer, and Client should consult with its own advisors and preparers as needed, including, without limitation, on questions relating to the deductibility of Plan contributions for income tax purposes.

By its signature below, Client confirms the receipt of the information and disclosures set out above and approves for its employees the Plan, including all compensation payable to Cairn in relation to Plan Administrative Services. Client acknowledges that, if Client chooses to not sign below, Client's worksite employees will not be given access to the Plan (and, if the worksite employees currently participate in the Plan, Client's participation in the Plan, and hence the access of Client's worksite employees to the Plan, will end as of December 31st of the current Plan year). However, no other aspect of Helpside's services will be impacted by any such Client notice.

Company Name:

Signature:

Date:

Name (Please Print):



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

Director Report - September 2025

SUMMARY

We had 75% of students and families attend Back to School Night and a fantastic turnout for the North Shore Family and Alumni Pool Party! We kicked off the 2025-2026 academic year with an overview of Dialectical Behavior Therapy (DBT). DBT emphasizes four main skill areas: Mindfulness, Distress Tolerance, Emotion Regulation, and Interpersonal Effectiveness. Each Tuesday students participate in lessons with practical tools to de-escalate conflict, reduce harmful behaviors, and increase resilience.

Teachers are engaging in a new Professional Learning Community (PLC) process that prioritizes individual student celebrations, improved collective efficacy via Lesson Study, and a structured protocol for examining state standards and aligning instruction for improved outcomes on standardized assessments. All teachers have had time to examine IEP and 504s and received training in implementing accommodations and modifications for students with disabilities.

On September 3rd, Stand4Kind led a Leadership Training at TOADS Fun Zone and all staff were able to learn and practice the skills of trust, adaptability, and communication. This has improved relationships and increased community amongst staff members. Girls soccer won their first game and junior high students are gearing up for the Fall Exploration Camp September 8-10th at North Fork Park.

Students are busy completing beginning of year assessments for Acadience and iReady and are demonstrating independence, accountability, and perseverance as they take ownership of their learning and set a foundation for growth this year.

ENROLLMENT

As of 9/7/25

Grade:	K	1	2	3	4	5	6	7	8	9	Total
Active	60	45	62	50	29	40	43	25	24	23	401

Lottery Waitlist As of 9/7/25

Total	K	1	2	3	4	5	6	7	8	9
53	23	5	3	0	1	4	7	7	2	1

STAFFING UPDATES

New Hires	Terminations
Anna Hafen - Technology Specialist/Attendance Coordinator Karen Hurd - Kitchen Staff Assistant Alex Barlow - Food Service Director Naylin Garcia - SpEd Staff Assistant Breklynn Burton - SpEd Staff Assistant Barbra Granquis - SpEd Staff Assistant	

MARKETING

- Snap Fitness ad and Walker Cinemas ad continue
- Standard Examiner Community Connection full page ad
- Facebook engagement
 - 90 Days: 72,128 views
- Instagram engagement
 - 90 Days: 18,985 views
- Tours for accepted families
- New Banner for exterior installed!
- Virtual Community Event November 5th - Positive Discipline

PROGRAMS UPDATE

- **Preschool Program** - 14 preschool students enrolled. Students, teachers, and families are reporting success!
- **Academics**
 - [25-26 Early Learning Plan](#) approved by USBE
 - BOY Assessment window - Sep 3 - 30
- **Athletics** - Girls Soccer and Flag Football underway!
- **Musical Theater** - Sound of Music is cast and beginning practices! We're also polling families for interest in a separate theater club.
- **Family Teacher Association** - Fantastic working relationship and gearing up for the Fall Festival!
- **NSLP** - Program delay but still working toward serving food beginning in January. Lower elementary students begin to eat lunch in the gym/cafeteria.
- **Gifted and Talented** - beginning Sep. 22nd, 2x a month for elementary students. Four junior high students are attending Mountain Heights Academy for one or more advanced subjects.
- **Clubs** - Dungeons & Dragons underway, plus new clubs proposed.

- **Safety** - In search of a school guardian. Multidisciplinary team attending upcoming CSTAG training.

FACILITIES UPDATE

- Budgeting for carpet replacement in the Elementary building.
- Moving forward with replacement of the electrical panel in junior high to operate common area lightning by switches.
- Kitchen equipment installation coming along

FUNDRAISING

- Kitchen donations toward reusable trays and another oven.
- Microeconomy selling concessions at home sports games.
- Spirit Nights - Menchie's and Chipotle ~\$1000

CONTINUOUS IMPROVEMENT PLAN

SWOT analysis completed during Advisory Retreat. Identified five priorities areas:

- 1 - **Deepen Our Collective Understanding of Montessori Philosophy** Through Consistent, Engaging, and Inclusive Community Learning Opportunities
- 2 - **Enhance Academic Excellence** Through PLC Accountability, Student Ownership of Learning, and Clarity Around High-Quality Work
- 3 - **Strengthen Family Engagement** to Support Student Learning Through Classroom Connection, Home Partnership, and Meaningful Observation Opportunities
- 4 - **Foster Staff Satisfaction and Retention** Through Supportive Leadership, Clear Communication, Shared Expectations, and Manageable Responsibilities
- 5 - **Promote positive student behavior** through intentional design of individualized and challenging work, consistent implementation of expectations, and a shared commitment to trust in established systems and supportive adults.

UPCOMING

- September 15-19: HOPE Week
- September 26: Fall Festival
- October 6-9: Literacy Week
- October 10: At Home Learning/DDD
- October 13 & 14: Parent Teacher Conferences
- October 15-17: No School
- October 23: Fall Sports Banquet
- October 27-31: Red Ribbon Week
- October 29: Haunted House
- November 21: International Festival

PRESCHOOL CHILDREN REGISTRATION AGREEMENT

This **Preschool Children Registration Agreement** ("**Agreement**") is entered into effective _____, 2025 (the "**Effective Date**"), between **Maria Montessori Academy, Inc.**, a Utah nonprofit corporation ("**MMA**"), and **The Learning House, LLC**, a Utah limited liability company, dba "**The HOUSE of Children**" ("**Company**"). MMA and Company are individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

Recitals

- A. MMA owns, operates and manages a public Utah charter school serving students in grades K-9, located at 2505 North 200 East, North Ogden, UT 84414 ("**School**"), that employs Montessori methods of education, which emphasizes self-directed activities, hands-on learning, and collaborative play by allowing children to make creative choices in their learning within a carefully prepared environment that supports their individual development.
- B. Montessori methods include early childhood educational programs and activities designed to foster independence, curiosity, concentration, and respect for the child's natural development ("**Early Childhood Programs and Activities**").
- C. Montessori methods often encourage children who are 3 to 5 years old ("**Preschool Child/Children**") to attend or participate in Early Childhood Programs and Activities alongside kindergarten students, who are typically 5 or 6 years old.
- D. Because MMA does not receive public funds for Preschool Children educational programs or activities, MMA cannot enroll Preschool Children as students in the School.
- E. Despite this public funding restriction, MMA desires to enhance the Montessori educational experiences of the School's kindergarten students by including Preschool Children in the School's kindergarten classrooms and activities.
- F. Company provides parents of Preschool Children with the opportunity for their children to experience and participate in Montessori-based Early Childhood Programs and Activities.
- G. Company promotes such Early Childhood Programs and Activities through the Company's website which describes the long-term benefits associated with Montessori methods of education, including positive academic, cognitive, social and emotional development.
- H. MMA wishes to engage Company, and the Company wishes to be so engaged, to offer and invite the parents of Preschool Children to register their children to attend and participate in the School's Early Childhood Programs and Activities as authorized visitors.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the Parties agree as follows:

1. Preschool Children Registration.

- a. Company may register no more than twenty-one (21) Preschool Children in the School's Early Childhood Programs and Activities for any given school year.
- b. Each Preschool Child must be no younger than 3 years old, and no older than 5 years of age, as of September 2nd of the school year in which the Preschool Child is registered to attend and participate in the Early Childhood Programs and Activities
- c. Each registered Preschool Child may attend either the School's half-day or full-day kindergarten classes, along with the School's enrolled kindergarten students.
- d. Company shall pre-screen each prospective Preschool Child to ensure that each registered Preschool Child is capable of independently managing his or her toileting needs (*i.e.* each registered Preschool Child must be fully potty-trained).
- e. Company shall not register any Preschool Child if the Company is aware that such Preschool Child requires special assistance due to behavioral issues.

2. Attendance Fee.

- a. Company shall pay MMA \$330 per month for each Preschool Child who attends the School's half-day kindergarten class, and \$429 per month for each for each Preschool Child who attends the School's full-day kindergarten class ("**Attendance Fee**"). Company shall deliver the monthly Attendance Fee to MMA no later than the "**Attendance Fee Due Date**" which shall be the 15th day of each month of the school year (August through May), with the exception of the first month of the school year (August) when the Attendance Fee shall be paid no later than the first day the School's kindergarten classes begin. Company shall pay MMA a late charge of 1.5% per month on any Attendance Fee that is not paid by the Attendance Fee Due Date. Company shall deliver all Attendance Fees to MMA by electronic funds transfer, unless MMA agrees in writing to another payment method.
- b. Company shall pay MMA the Attendance Fee on a monthly basis for each Preschool Child who attends or participates in any of the School's Early Childhood Programs and Activities during such month. If any registered Preschool Child fails to attend or participate in any of the School's Early Childhood Programs and Activities for any given month, the Company shall not pay the MMA an Attendance Fee for that Preschool Child.
- c. The Parties acknowledge and agree that the Attendance Fee has been calculated in order to ensure that the Company pays any and all expenses associated with the presence of the Preschool Children in the School's kindergarten classes, including the Preschool Children's attendance or participation in the School's Early Childhood Programs and Activities, so that none of the School's public funds are used for such purposes.
- d. Beginning in May 2026 and continuing in the month of May of each subsequent school year during the Term of this Agreement, MMA may increase the Attendance Fee if MMA reasonably determines the Attendance Fee no longer covers all expenses associated with the presence of the Preschool Children in the School's kindergarten classes, including the Preschool Children's attendance or participation in the School's Early Childhood Programs and Activities.

- e. Company agrees to pay the Attendance Fee and shall not be responsible or liable for the payment of any other fees or expenses, of any kind, to MMA or the School unless otherwise agreed upon in a writing that has been signed by the Company's Manager.
- f. The Parties acknowledge and agree that the Company may register the children of MMA staff members as Preschool Children, but the Company will not pay MMA any Attendance Fee whatsoever for any such children.

3. **Programs and Activities.**

MMA shall be solely responsible for causing the development, selection, implementation, and oversight of the Early Childhood Programs and Activities (as well as any other programs, curricula, events, or activities the Preschool Children may be permitted or required to use, attend, or participate in) by employees or contractors that have been hired or engaged by MMA, including School teachers, volunteers and support staff (collectively "**MMA Personnel**"). MMA will also be solely responsible for ensuring that any such Early Childhood Programs and Activities (as well as any such other programs, curricula, events, or activities) are compliant with any applicable laws, rules, regulations or requirements, including, for example but without limitation, any applicable health or safety regulations or any Montessori certification requirements MMA may choose to fulfill.

4. **MMA Responsibilities.**

MMA shall:

- a. Develop, implement and manage Early Childhood Programs and Activities that are appropriate for the Preschool Children.
- b. Require and cause any MMA Personnel who work or interact with any Preschool Children to undergo a criminal background check consistent with Utah state law and MMA policies, which background check must include verification that no such persons are listed on any sex offender registries in any jurisdiction.
- c. Provide the Preschool Children with a safe and organized environment consistent with applicable federal, state and local laws, rules, regulations and ordinances.
- d. Make available and provide to the Preschool Children the same emergency services, such as nurse or first aid staff, that MMA makes available and provides to the School's enrolled students.
- e. Immediately notify Company, in writing, of any communications with the parents of any Preschool Child regarding any injury, illness, behavioral incident, or safety breach involving such parents' Preschool Child. MMA shall also report to the Company MMA's response to any injury, illness, behavioral incident, or safety breach involving any Preschool Child.

5. **Company Responsibilities.**

The Company shall:

- a. Apply for and receive a childcare license exemption from the Utah Department of Health & Human Services prior to the start of each school year.
- b. Register Preschool Children to attend or participate in the School's Early Childhood Programs and Activities.

- c. Bill the parents of any Preschool Children attending or participating in any of the School's Early Childhood Programs and Activities, and collect from such parents any payments for such bills.
- d. Provide MMA with birth certificates and proper documentation demonstrating that each registered Preschool Child has received all immunizations, in the same manner as such documentation is required for the School's enrolled students. Company is solely responsible for providing timely notice of this requirement to the parents of all Preschool Children, obtaining necessary immunization documentation, and providing such immunization documentation to MMA.
- e. Establish reasonable expectations with the parents of the Preschool Children regarding the following key issues:
 - i. Preschool Children are not enrolled as students of the School.
 - ii. Preschool Children attend the School exclusively as authorized visitors.
 - iii. Preschool Children are not entitled to a Free Appropriate Public Education (FAPE) or an Individualized Education Program (IEP) from the School under the Individuals with Disabilities Education Act (IDEA) while attending the School's Early Childhood Programs and Activities.
 - iv. Preschool Children will not receive any special preference for enrollment in the School as a result of their attendance or participation in any of the School's Early Childhood Programs and Activities.
 - v. Preschool Children will be expected to follow all of MMA's policies and procedures related to conduct, behavior, and dress to the same extent as students enrolled in the School.
 - vi. While on School property, parents of Preschool Children shall conduct themselves with dignity and respect, shall communicate with and treat others in a civil and courteous manner, and shall abide by MMA policies and rules applicable to visitors.
 - vii. Preschool Children and their parents do not have all of the rights and privileges of students enrolled in the School and the parents of such enrolled students.
 - viii. MMA does not provide transportation services to any Preschool Children.
 - ix. Although parents' contractual relationship is with Company and not with MMA, the School's administration has the authority to determine disciplinary consequences for Preschool Children at the School and, if MMA determines it is in its best interest, to exclude any Preschool Children from attending or participating in any of the School's Early Childhood Programs and Activities.
- f. Require and cause any Company member, owner, employee, staff member or volunteer who will work or interact with any Preschool Children at the School to undergo a criminal background check consistent with Utah state law and MMA policies, which background check must include verification that no such persons are listed on any sex offender registries in any jurisdiction. MMA shall be provided with the results of any such background checks.
- g. Obtain consent from the parents of the Preschool Children to share with MMA certain personal information regarding the Preschool Children, provided that the use of such personal information must comply with any applicable federal or state laws, rules and

regulations, and shall also be consistent with MMA's then current policies regarding the use of personal information of any students that are enrolled in the School.

- h. Assist as requested by MMA in preparing for and conducting parent-teacher conferences with the parents of Preschool Children, although neither MMA, nor any member of the School administration, is obligated to conduct parent-teacher conferences with the parents of Preschool Children.

6. Miscellaneous Matters.

- a. Company and MMA shall cooperate in good faith to determine procedures for coordinating communication between MMA, Company, and the parents of Preschool Children regarding various matters such as student pick-up and drop-off, behavior issues, injury, or illness.
- b. The Parties acknowledge that any MMA Personnel involved in the day-to-day kindergarten classroom instruction of any Preschool Children at the School will be hired, employed and paid by MMA, and that all expenses that MMA incurs in connection with such MMA Personnel, and any Early Childhood Programs and Activities, shall be the sole responsibility of MMA, provided, however, that the Company shall pay the Attendance Fee as described under Section 2, above.
- c. The Parties mutually acknowledge and agree that MMA must determine, no later than May 1st of each year, whether the School will provide Early Childhood Programs and Activities for Preschool Children for the upcoming school year commencing in August of that same year. Unless MMA notifies the Company, in writing no later than May 1st of any given year, that the School will not provide Early Childhood Programs and Activities for Preschool Children during the upcoming school year commencing in August of that same year, the Company shall be permitted to register Preschool Children for such upcoming school year, and any such registered Preschool Children will be permitted to attend and participate in the School's Early Childhood Programs and Activities for that school year regardless of how many Preschool Children have been registered by the Company, provided the number of registered Preschool Children does not exceed the maximum number permitted under Subsection 1(a), above, subject to the termination for cause provision in Subsection 9(c) below.

7. Insurance Requirements.

MMA and the Company shall each, at their respective and sole expense, obtain and maintain during the term of this Agreement the following insurance coverage from carriers licensed in Utah:

- i. General Liability – Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for bodily injury, property damage, contractual liability, and abuse/molestation.
- ii. Professional Liability (if applicable) – Minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.
- iii. Workers' Compensation – As required by Utah law, with Employers' Liability limits of at least \$500,000.

All such policies obtained and maintained by MMA shall name the Company as an additional insured, be primary and non-contributory, and provide at least thirty (30) days' notice prior to cancellation or material change. MMA shall provide Company with certificates of insurance upon request. Failure to maintain the required coverage constitutes a material breach of this Agreement.

Likewise, all such policies obtained and maintained by the Company shall name MMA as an additional insured, be primary and non-contributory, and provide at least thirty (30) days' notice prior to cancellation or material change. Company shall provide MMA with certificates of insurance upon request. Failure to maintain the required coverage constitutes a material breach of this Agreement.

8. Mutual Indemnification.

Each Party agrees to indemnify, defend, and hold harmless the other Party, including its shareholders, members, officers, directors, employees, agents and volunteers from any and all claims, losses, damages, liabilities, or expenses (including reasonable attorney's fees) arising out of:

- (a) any negligent or wrongful acts or omissions of the indemnifying Party or its agents; or
- (b) breach of any representation or obligation under this Agreement; or
- (c) any act, error, or omission on the part of the indemnifying Party or its shareholders, members, officers, directors, employees, agents or volunteers.

This indemnity does not apply to claims resulting from the sole negligence, gross negligence or willful misconduct of the other Party.

9. Term.

- a. The initial term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years ("**Initial Term**"). This Agreement may be renewed for an additional one (1) year ("**Renewal Term**") upon the Parties' mutual written agreement. The Initial Term and Renewal Term are collectively referred to as the "**Term**" of this Agreement.
- b. This Agreement may be terminated by either Party, without cause, upon thirty (30) days' written notice, no later than May 1st of each year during the Term of this Agreement.
- c. This Agreement may be terminated, at any time and by either Party, for cause, upon thirty (30) days' written notice.

10. Company and MMA Websites.

MMA acknowledges Company's website located at www.thehouseofchildren.com, and Company acknowledges MMA's website located at www.mariamontessoriacademy.org, each of which includes certain descriptions of the Early Childhood Programs and Activities and related information and materials including forms, policies, and procedures. If either Party has any questions or concerns regarding the content of the other Party's website, the concerned Party shall provide written notice to the other Party. Upon delivery of any such notice, the Parties shall cooperate in good faith to address and resolve the identified questions or concerns.

11. Confidentiality.

Company agrees that if during the course of performing its duties under this Agreement it becomes acquainted with confidential information at or from MMA, including but not limited to personally identifiable information of students enrolled in MMA, Company shall not disclose any such confidential information, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter.

12. **Non-Disparagement.**

During the Term of this Agreement and thereafter, Company shall not publish any oral or written statement or representation about MMA, the School or any MMA Personnel that are slanderous, libelous, or defamatory.

13. **Independent Status.**

Each Party is an independent entity. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties

14. **Notices.**

All notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if delivered or if mailed by registered or certified mail, postage paid, addressed to the following:

If to MMA:

Maria Montessori Academy, Inc.
Kacee Weaver, Director
2505 North 200 East
North Ogden, UT 84414

If to Company:

The Learning House, LLC
Nicole Householder, Manager
P.O. Box 412
Eden, UT, 84310

Either Party shall have the right to specify in writing, another address to which subsequent notice to such Party shall be given. Any notices given hereunder shall be deemed to have been given as of the date delivered or mailed.

15. **Assignment.**

Company shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder without MMA's prior written consent.

16. **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior agreements, representations or understandings between the Parties relating to the subject matter hereof.

17. **Amendments.**

Any amendments or modifications to this Agreement must be in a writing signed by the Parties.

18. **Governing Law / Venue.**

This Agreement shall be interpreted and construed and enforced according to the laws of the State of Utah. Venue for the resolution of any disputes related to this Agreement shall be Weber County, Utah.

19. **Attorney Fees.**

In the event any action or proceeding is brought by either Party against the other under this Agreement the prevailing Party shall be entitled to recover attorney's fees in such amounts as the court may be adjudged reasonable.

20. **Severability**

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

21. **Counterparts.**

This Agreement may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by the Parties, shall constitute one and the same Agreement.

The Parties have entered into this Agreement as of the Effective Date first set forth above.

"MMA"

Maria Montessori Academy, Inc.,
a Utah nonprofit corporation

Kacee Weaver, Director

"Company"

The Learning House, LLC,
a Utah limited liability company

Nicole Householder, Manager

Maria Montessori Academy

Insurance Coverage Comparison



Coverage	2023 WSI	2024 WSI	2025 WSI	Notes
LIABILITY COVERAGES	QUOTE	QUOTE	QUOTE	
Coverage Territory	USA, T&P, Canada	USA, T&P, Canada	USA, T&P, Canada	
General Liability	Yes, separate	Yes, separate	Yes, separate	
Occurrence	1,000,000	1,000,000	1,000,000	
Aggregate	3,000,000	3,000,000	3,000,000	
Property Damage	Included	Included	Included	
Incidental Malpractice Included	Yes	Yes	Yes	
Counseling Professional Liability	1,000,000 / 3,000,000	1,000,000 / 3,000,000	1,000,000 / 3,000,000	
Employee Benefits Liability	1,000,000 / 2,000,000	1,000,000 / 2,000,000	1,000,000 / 2,000,000	8/10/2010 RD
Number of Students	379	407	402	
Cyber Liability Policy	CFC/Lloyds of London	CFC/Lloyds of London	CFC/Lloyds of London	
Cyber Liability Limits	1,000,000	1,000,000	1,000,000	
Cyber Crime Limits	250,000	250,000	250,000	
Misconduct and Molestation				
Each Occurrence	1,000,000	1,000,000	1,000,000	
Aggregate	3,000,000	3,000,000	3,000,000	
Innocent Party Defense	500,000 / 1,000,000	500,000 / 1,000,000	500,000 / 1,000,000	
Automobile Liability	Included	Included	Included	
Limit	1,000,000	1,000,000	1,000,000	
Hired & Non-Owned Liability	Included	Included	Included	
Owned Auto Liability	None	None	None	
Educator's Legal Liability	Yes, separate	Yes, separate	Yes, separate	
Each Claim	1,000,000	1,000,000	1,000,000	
Aggregate	3,000,000	3,000,000	3,000,000	
Defense Outside Limits	Yes, unlimited	Yes, unlimited	Yes, unlimited	
Directors & Officers as Insureds	Yes	Yes	Yes	
Deductible	10,000 Loss and Defense	10,000 Loss and Defense	10,000 Loss and Defense	
Non-Monetary Relief Defense (Injunction)	100,000 and 5K deductible	100,000 and 5K deductible	100,000 and 5K deductible	
Retroactive Date	8/10/2010	8/10/2010	8/10/2010	
Director's & Officer's Coverage	Included within ELL	Included within ELL	Included within ELL	
Each Claim	1,000,000	1,000,000	1,000,000	
Defense Outside Limits	Yes, unlimited	Yes, unlimited	Yes, unlimited	
Deductible	10,000 Loss and Defense	10,000 Loss and Defense	10,000 Loss and Defense	
Supervision or management vicarious	Implied (part of duties)	Implied (part of duties)	Implied (part of duties)	
Employment Practices Liability	Included within ELL	Included within ELL	Included within ELL	
Each Claim	1,000,000	1,000,000	1,000,000	
Aggregate	Shared with ELL	Shared with ELL	Shared with ELL	
Defense Outside Limits	Yes, unlimited	Yes, unlimited	Yes, unlimited	
Wage & Hour Defense	100,000 (Breach Fid Duty)	100,000 (Breach Fid Duty)	100,000 (Breach Fid Duty)	Sep 5K ded
Deductible (Loss Only)	10,000 Loss and Defense	10,000 Loss and Defense	10,000 Loss and Defense	
Umbrella Liability	1,000,000	1,000,000	1,000,000	
Underlying Coverages	GL, EL, AL, EBL, SAM, D&O, EPL	GL, EL, AL, EBL, SAM, D&O, EPL	GL, EL, AL, EBL, SAM, D&O, EPL	
PROPERTY COVERAGES				
Building and Personal Property Coverage	11,928,308	12,614,969	13,341,959	
Portables	Included	Included	Included	
Computer Equipment	Included	Included	Included	
Blanketed Limits	Yes	Yes	Yes	
Ordinance and Law	A=Incl, B&C=250,000	A=Incl, B&C=250,000	A=Incl, B&C=250,000	
Data Breach	-	-	-	
Emergency Event Expenses	300,000	300,000	300,000	
Equipment Breakdown	Included	Included	Included	
Employee Theft	100,000	100,000	100,000	
Computer and Funds Transfer Fraud	100,000	100,000	100,000	
Covers Outdoor School Equipment	Yes	Yes	Yes	
Extra Expense	300,000	300,000	300,000	
Deductible	1,000	1,000	1,000	
Earthquake	2,000,000 Ded: 100K	2,000,000 Ded: 100K	2,000,000 Ded: 100K	
Flood	1,000,000 Ded: 25K	1,000,000 Ded: 25K	1,000,000 Ded: 25K	
Premium Summary				
Property Premium	\$ 13,630.00	\$ 12,753.00	\$ 14,564.00	
Liability Premium	\$ 6,021.00	\$ 6,503.00	\$ 7,890.00	
SUBTOTAL	\$ 19,651.00	\$ 19,256.00	\$ 22,454.00	
D&O (estimated allocation)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Umbrella Premium	\$ 1,305.00	\$ 1,369.00	\$ 1,500.00	
Earthquake Premium	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Flood Premium	\$ 1,130.00	\$ 1,130.00	\$ 1,130.00	
Cyber Liability Policy	\$ 3,247.00	\$ 3,247.00	\$ 3,247.00	
GRAND TOTAL	\$ 29,333.00	\$ 29,002.00	\$ 32,331.00	

This is a summary for informational purposes. Actual policy governs coverage.

This is just a summary of coverage for information purposes.

Maria Montessori Academy
Policy: Child Abuse and Neglect Reporting Policy
Adopted:



Purpose

Maria Montessori Academy (the "School") takes seriously the legal responsibility of its personnel to protect the physical and psychological well-being of its students. We believe that the School's personnel have an important role to play in the elimination of child abuse because they are in a unique position to observe children over extended periods of time on a daily basis.

Policy

School personnel shall report suspected child abuse and neglect in accordance with Utah Code § 80-2-602, § 53E-6-701, and Utah Administrative Code Rule R277-401. The law provides serious penalties for failure to fulfill one's duty to report.

Whenever any school employee, contracted or temporary employee, or volunteer has reason to believe that a child is, or has been, the subject of abuse or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, he/she shall immediately report the suspected abuse or neglect to the nearest peace officer, law enforcement agency, or the Division of Child and Family Service ("DCFS").

In addition, whenever any School employee, contracted or temporary employee, or volunteer has reasonable cause to believe that a student may have been physically or sexually abused by a School employee or volunteer, he/she shall immediately report that belief and all other relevant information to the Director. The Director, after having received such a report or otherwise having his/her own reasonable cause to believe that a student may have been physically or sexually abused by a School employee or volunteer, shall immediately report that information to the Utah State Board of Education.

All reports made regarding child abuse or neglect shall be documented in writing.

The Director shall establish administrative procedures that comply with the provisions of Utah Code § 53E-6-701, Utah Code § 80-2-602 *et seq.*, and Utah Administrative Code Rule R277-401 and will help the School's personnel to understand and fulfill their legal responsibilities concerning child abuse.

Administrative Procedures
Child Abuse and Neglect Reporting Procedures

1. If a School employee or volunteer ***has reason to believe*** that a child is, or may have been, the subject of abuse or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in such, the person shall immediately make an oral report to the nearest peace officer, law enforcement agency or Division of Child and Family Services ("DCFS"). The person shall also make a report to the School's Director, but the requirement to notify the Director does not satisfy the person's personal duty to report to law enforcement or DCFS.
 - a. The oral report to law enforcement or DCFS may be made with the Director present, but must be made by the person making the report.
 - b. The reporting person must record the name of the individual and the agency contacted to make the required report.
 - c. The reporting person must complete and provide the Child Abuse and Neglect Reporting Form to the Director within twenty-four (24) hours. The Director will keep the form in a separate file, and it shall not be placed in the student's permanent file. The form should also be sent to the agency to which the oral report was given.
 - d. The School will preserve the anonymity of the person making the report and any others involved in any investigation.
2. To determine whether or not there is ***reason to believe*** that abuse or neglect has occurred, School employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.
 - a. Investigations by staff prior to submitting a report shall not go beyond what is minimally necessary to support a reasonable belief that a reportable problem exists.
 - b. It is not the responsibility of the Director or any other School employees to prove who the abuser is or that the child has been abused or neglected, or to determine whether the child is in need of protection.
 - c. School employees shall not contact the parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.
 - d. School employees shall not conduct interviews with the child or contact the suspected abuser.
 - e. Notes of voluntary or spontaneous statements by the child shall be given to the investigational agency.

3. Investigations of reports of abuse for children seventeen (17) years of age and younger are the responsibility of DCFS.
 - a. School employees shall not contact the child's parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.
 - b. School personnel shall cooperate with DCFS and share all information with DCFS that is relevant to DCFS's investigation of an allegation of abuse or neglect. Additionally, School employees shall cooperate with DCFS and law enforcement employees authorized to investigate reports of alleged child abuse and neglect, including:
 - i. allowing appropriate access to students;
 - ii. allowing authorized agency employees to interview children consistent with DCFS and local law enforcement protocols;
 - iii. making no contact with the parents or legal guardians of children being questioned by DCFS or law enforcement authorities; and
 - iv. maintaining appropriate confidentiality.
 - c. If School officials are contacted by parents about child abuse reports, School personnel shall not confirm or deny that a contact or investigation is taking place. A School employee should refer the caller to law enforcement or DCFS.
4. If the suspected perpetrator of child abuse or neglect is a School employee or volunteer, that report shall be made immediately to the Director. The Director shall then immediately report the allegation to the Utah State Board of Education. Steps shall be taken to ensure that further abuse or neglect is prevented by the suspected perpetrator.
5. Persons making reports or participating in good faith in an investigation of alleged child abuse or neglect are immune from any civil or criminal liability that otherwise might arise from those actions, as provided by law.
6. The Director shall annually (a) provide each School employee with the School's Child Abuse and Neglect Reporting Policy and Procedures, including a copy of the Child Abuse and Neglect Reporting Form and (b) notify each School employee of the mandatory reporting requirements of this Policy and Utah Code § 53E-6-701 and § 80-2-602.
7. The School, under the direction of the Director, will provide School personnel once every three years with training and instruction on child sexual abuse prevention and awareness, including responding to a disclosure of child sexual abuse in a supportive, appropriate manner; (b) identifying children who are victims or may be at risk of becoming victims of human trafficking or commercial sexual exploitation; (c) the mandatory reporting requirements of this Policy, Utah Code § 54E-6-701 and § 80-2-602; and (d) appropriate responses to incidents of sexual extortion, including connecting victims with support services. Newly hired staff will be provided with the same training and the written policy at the beginning of their employment.

8. The School, under the direction of the Director, will provide the parents or guardians of elementary school students with training and instruction once every three years on child sexual abuse and human trafficking prevention and awareness, including (a) recognizing warning signs of a child who is being sexually abused or who is a victim or may be at risk of becoming a victim of human trafficking or commercial sexual exploitation; (b) effective, age-appropriate methods for discussing the topic of child sexual abuse with a child; and (c) resources available for victims of sexual extortion.
9. The training and distribution of materials will be documented.
10. Educational neglect means that, after receiving a notice of compulsory education violation under Utah Code Section 53G-6-202, the parent or guardian fails to make a good faith effort to ensure that the child receives an appropriate education.
 - a. When School personnel have reason to believe that a child may be subject to educational neglect, School personnel shall submit the report described in Utah Code Subsection 53G-6-202(8) to DCFS.
 - b. When School personnel have a reason to believe that a child is subject to both educational neglect and another form of neglect or abuse, School personnel may not wait to report the other form of neglect or abuse pending preparation of a report regarding educational neglect.

*****CONFIDENTIAL*****

Child Abuse and Neglect Reporting Form

ORAL REPORT MADE TO DIRECTOR:	
Date:	Time:

CHILD'S INFORMATION:			
Name:	Age:	Sex:	Birth Date:
Address:			

PARENT/GUARDIAN INFORMATION:	
Father Name:	Mother Name:
Father Address:	Mother Address:
Father Phone:	Mother Phone:
Guardian #1 Name:	Guardian #2 Name:
Guardian #1 Address:	Guardian #2 Address:
Guardian #1 Phone:	Guardian #2 Phone:

CIRCUMSTANCES LEADING TO THE SUSPICION THAT THE CHILD IS A VICTIM OF ABUSE OR NEGLECT:

DATE AND TIME OF OBSERVATIONS	
Date:	Time:

ADDITIONAL INFORMATION:

Oral Report Made To:	Written Report Made To:
Agency:	Agency:
Individual's Name:	Individual's Name:
Date:	Date:
Time:	Time:

Reporting Individual:		Director:	
Name:		Name:	
Date:		Date:	
Signature		Signature:	

*****DO NOT PLACE THIS FORM IN THE STUDENT'S FILE*****

Maria Montessori Academy
Policy: Electronic Resources Policy
Adopted: February 11, 2014
Renewed: June 28, 2022
Renewed: May 9, 2023



Purpose

Maria Montessori Academy (the “School”) recognizes the value of computer and other electronic resources to facilitate student learning and help the School’s employees accomplish the School’s mission. The School has therefore made substantial investments to establish a network and provide various electronic resources for its students’ and employees’ use. Because of the potential harm to students and the School from misuse of these resources, the School requires the safe and responsible use of computers; computer networks, including e-mail and the Internet; and other electronic resources. This policy is intended to ensure such safe and responsible use and to comply with Utah Administrative Rule R277-495, Utah Code § 53G-7-227, Utah Code § 53G-7-1001 *et seq.*, the Children’s Internet Protection Act, and other applicable laws.

Electronic Devices

The School recognizes that various forms of electronic devices are widely used by both students and employees and are important tools in today’s society. The School seeks to ensure that the use of electronic devices, both privately-owned devices and devices owned by the School, does not cause harm or otherwise interfere with the learning, safety, or security of students or employees.

Definitions

“**Electronic device**” means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including but not limited to: a cellphone or smartphone, a smart or electronic watch, a tablet, or a virtual reality device.

“**Privately-owned electronic device**” means an electronic device that is not owned or issued by the School to a student or employee, including any emerging technology (which includes any device that has or will be able to act in place of or as an extension of an individual’s cellphone).

“**School-owned electronic device**” means an electronic device that is owned, provided, issued, or lent by the School to a student or employee.

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

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

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

Student Use of Electronic Devices

Electronic devices may only be possessed and used by students during the School day and during School-sponsored activities in accordance with the following standards:

- Electronic devices may not be used to view, access, download, store, or transmit pornography or other obscene or inappropriate material.
- Electronic devices may not be used to bully, threaten, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees.
- Electronic devices may not be used in ways that violate local, state, or federal laws.
- Electronic devices may not be used during quizzes, tests, and standardized assessments except as otherwise provided herein.
- Electronic toys are not allowed in the School.
- Students may have privately-owned electronic devices in their possession during the School day or at School-sponsored activities. However, privately-owned electronic devices must remain out of sight in a bag, backpack, or locker and be turned off or set to a mode where notifications can’t be received, unless an exception provided herein applies.
- Students may not use or respond to privately-owned electronic devices during the School day, unless an exception provided herein applies.

Exceptions

The Principal may give permission for a student to possess and use a privately-owned electronic device during the School day and during School-sponsored activities for good cause if the device does not distract from the instructional or educational process and is not otherwise used inappropriately.

Parents may request that the Principal allow a student to possess and use a privately-owned electronic device on active mode at all times during the School day and during School-sponsored activities, with the exception of during tests and standardized assessments, for good cause, including medical needs or unusual family situations. Students may use a privately-owned electronic device to address a medical necessity.

A student may possess and use a privately-owned electronic device on active mode at all times during the regular School day and during School-sponsored activities, including during assessments, if such an accommodation is specified in a written Section 504 plan, an Individualized Education Plan, or in connection with other legitimate circumstances determined by the Principal.

Privately-owned electronic devices may be possessed and used in the event of an emergency during the limited period of the emergency in order to protect the safety of a student or School employee, visitor or volunteer. This includes using a privately-owned electronic device to respond to an imminent threat to health or safety of an individual or to respond to a School-wide emergency.

Students may also use a privately-owned electronic device during the School day and during School-sponsored activities to use the SafeUT Crisis Line.

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

Consequences for Violation

A student will receive one warning prior to discipline for violating this policy unless the violation involves cheating or constitutes a violation of the School's Safe Schools Policy or Bullying and Hazing Policy or at the discretion of the Principal. On the second violation of this policy, if the violation involves a privately-owned electronic device, the privately-owned electronic device will be confiscated, labeled, and held in a secure location. The Principal, teachers, and other individuals designated by the Principal may confiscate privately-owned electronic devices under this policy.

Despite the foregoing, a privately-owned electronic device may be confiscated after an initial or other violation of this policy if the violation is deemed serious by the Principal, teacher, or another individual designated by the Principal. Serious violations include but are not limited to a student using a privately-owned electronic device to:

- Threaten, harass, bully, or intimidate another person;
- Access pornography or obscene material;
- Engage in academic dishonesty;
- Participate in criminal behavior; or
- Repeatedly or egregiously disrupt classroom or other School instruction.

An individual other than a student that finds or confiscates a privately-owned electronic device may search the device for the purpose of determining the device's owner. Students may not search privately-owned electronic devices that do not belong to them. Privately-owned electronic devices that are used inappropriately may be subject to search by the Principal or other individuals designated by the Principal if there is a reasonable suspicion that the device contains obscene or pornographic material or has been used to cheat or to threaten, embarrass, harass, or intimidate other students.

teachers, volunteers, School guests, or School employees. School-owned electronic devices may be searched at any time by School officials, with or without cause.

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

The Principal may, subject to applicable law, impose additional disciplinary consequences for a student's violation of this policy, considering the nature of the violation and other disciplinary actions in which the student has been involved. Such disciplinary actions may include:

- Loss of the privilege to possess or use electronic devices
- Disciplinary letter to the student's parent/guardian that is placed in the student's file
- Detention
- In-School suspension
- Suspension
- Expulsion
- Loss of the privilege of participating in School-sponsored activities or of receiving honor recognition

The School may contact law enforcement if School employees believe that a student has used an electronic device in connection with a violation of criminal law, and criminal penalties may arise from inappropriate use of electronic devices.

Notice of the Policy

The School will give parents and students written notice of this policy annually. Written notice will be satisfied by posting the policy on the School's website in the same location as the School's Data Governance Plan required in R277-487. The School may also provide notice by publishing the policy in a School handbook, sending the policy to the student's home, or any other reasonable means.

Complaints about this policy or its enforcement, or complaints about observed behavior regarding the policy, should be addressed in accordance with the School's grievance policies.

Creative and Innovative Uses for Electronic Devices

Teachers and other School employees are encouraged to use electronic devices creatively in order to effectively communicate with students and parents/guardians and

to enhance instruction. Creative uses might include notifying absent students of assignments, communicating with parents when students excel or if they are behind or absent, notifying students and parents of news articles or events that would enhance the learning experience, providing feedback to students on tests and assignments, parents notifying the School when students are absent or tardy.

Other Provisions

Picture taking or sound or video recording by students is prohibited in School unless authorized by a teacher or the Principal. Picture taking or sound or video recording by students is prohibited in private areas of the School such as locker rooms, counseling sessions, washrooms, and dressing areas. Violations of this may subject students to discipline, and any suspected illegal activity may be reported to law enforcement.

Students bring privately-owned electronic devices on School property at their own risk. The School is not responsible for lost, stolen or damaged privately-owned electronic devices.

Students are responsible for their privately-owned electronic devices and may be subject to discipline if their device is misused by another.

Parents, guests and visitors to the School may use electronic devices at School and at School-sponsored activities only in accordance with rules established by the Principal. Such individuals who use the School's electronic resources may not use such resources to access inappropriate material or information.

Internet Safety

It is the School's policy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (section 254(h) of title 47, United States Code).

Definitions

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

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

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

3- Harmful to minors.

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

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

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

Access to Inappropriate Material

To the extent practical, the School will employ technology protection measures (or “Internet filters”) to block or filter Internet access to—or other forms of electronic communications containing—inappropriate information over the School’s network or by School-owned electronic devices.

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

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes. Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of the Principal or designated representatives.

Inappropriate Network Usage

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

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

Education, Supervision and Monitoring

It shall be the responsibility of all School employees to educate, supervise and monitor appropriate usage of the School’s online computer network and access to the Internet in accordance with this policy, the Children’s Internet Protection Act, the Neighborhood

Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. This includes educating students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as cyberbullying awareness and response. The School will also provide information regarding these matters to parents/guardians.

Student Acceptable Use of School Electronic Resources

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

Electronic resources can provide access to a multitude of information and allow communication with people all over the world. Along with this access comes the availability of materials that may be considered inappropriate, unacceptable, of no educational value, or even illegal. The School has initiated safeguards to restrict access to inappropriate materials, and use of the Internet and other electronic resources is monitored as well.

In order to use the School's electronic resources, students must be willing to abide by the rules of acceptable use. Use of the School's electronic resources is a privilege, and students have no expectation of privacy in connection with their use of the School's electronic resources. Students who abuse this privilege by actions such as damaging the School's electronic resources; violating copyrights; bullying, hazing, intimidation, harassment and threats; accessing pornography or other obscene or inappropriate material; inappropriate language; gambling; unauthorized games; or other unauthorized or inappropriate use, will be subject to discipline. Violation of policies and rules regarding use of the School's electronic resources may also result in confiscation of School-issued devices and denial of access to the School's electronic resources. This may result in missed assignments, inability to participate in required assignments and assessments, and possible loss of credit or academic grade consequences.

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

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

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

The Principal shall ensure that additional rules and procedures regarding students' use of the School's electronic resources are established and clearly communicated to students and their parents/guardians. The Principal shall ensure that students receive appropriate training regarding these rules and procedures.

Staff Acceptable Use of School Electronic Resources

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

At-Will Employment

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

The School's Rights

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

1. All data, files, programs, and materials downloaded with or used, sent, received, or stored upon the School's electronic resources are the School's property, and the School may deal with such items as it deems appropriate.
2. The School may log network use and monitor server space utilization by users and assumes no responsibility or liability for files deleted due to violation of server space allotments.
3. The School may remove a user account on the network with or without notice.
4. The School may monitor all user activities on the School's electronic resources, including but not limited to real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
5. The School may provide internal and external controls of network usage as appropriate and feasible, including but not limited to restricting online destinations through software or other means.

6. The School may limit or restrict, with or without notice, access to the School's electronic resources for those who do not abide by this policy or other direction governing the use of the School's electronic resources.
7. The School may determine, in its sole discretion, what materials, files, information, software, communications, and other content or activity are permitted or prohibited.
8. The School may delete or remove, with or without notice, any files, programs, data or other materials from any of the School's electronic resources.
9. The School may provide additional policies or guidelines regarding acceptable use of electronic resources.

Employees' Responsibilities Regarding Students' Use of Electronic Resources

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

User Responsibilities

Use of the School's electronic resources is a privilege intended to help employees fulfill their responsibilities and promote the School's mission. In order to maintain this privilege, users must agree to comply with this policy. Users who are aware of any violation of this policy by any employee must report the violation to the Principal. Employees are responsible for any School electronic resources issued to them at all times and may be held responsible for any inappropriate use, regardless of the user.

Employees may use privately-owned electronic devices at School or at School-sponsored activities in accordance with rules and procedures established by the Principal.

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

Acceptable Use

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

1. All use of the School's electronic resources, including but not limited to use of computers and other electronic devices, use of e-mail, and network and Internet access must be consistent with the School's mission.

2. Network accounts are to be used only by the authorized user of the account for the authorized purpose.
3. Users must take reasonable steps to protect the privacy of students, School employees and other members of the School community and must strictly maintain the confidentiality of information regarding such individuals.
4. Use of the School's electronic resources, whether inside or outside the School, must comply with the School's employee handbook, as established from time to time.
5. Employees must comply with applicable copyright laws, ethical rules, and other applicable laws and regulations.
6. Users must exercise appropriate professional judgment and common sense when transporting files to and from school, keeping in mind copyright and other legal issues, as well as ensuring that the non-School to or from which files are being transferred are employing appropriate virus-control technologies.
7. Users must exhibit professionally appropriate behavior when using the School's electronic resources in order to professionally represent and preserve the image the School.
8. Users must take reasonable precautions to protect the School's electronic resources in order to reduce repair costs, maintain the integrity of the network, and protect the School's assets. Employees who damage School electronic resources may be financially responsible for the cost of repair or replacement.
9. From time to time, the School will make determinations on whether specific uses of the School's electronic resources are consistent with the intent of this policy.

Unacceptable Use

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

1. Excessive use of the School's electronic resources for personal matters. "Excessive use" includes but is not limited to use of electronic resources in a manner that interferes with an employee's performance of work-related responsibilities or with the functioning of the School's electronic resources.
2. Use of the School's electronic resources in connection with social networking sites for non-academic purposes is prohibited.
3. Use of the School's electronic resources for commercial or for-profit purposes.
4. Use of the School's electronic resources for product advertisement or political lobbying.
5. Personal electronic devices may only be connected to the School's network with appropriate authorization.
6. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users, or impersonating or misrepresenting other users of the School's network.
7. Unauthorized use or disclosure of personal student information in violation of the Family Educational Rights and Privacy Act, 34 CFR, Part 99.
8. Use of the School's electronic resources in a manner that disrupts the use of the network by others.

9. Destroying, modifying, or abusing the School's electronic resources in any way.
10. Use of the School's electronic resources in a manner that threatens or impairs the integrity or security of the network.
11. Use of the School's electronic resources for hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors.
12. Downloading or installation of any software, including shareware and freeware, for use on the School's electronic resources without the approval of the Principal or designee.
13. Use of any software on the School's electronic resources in violation of the applicable license or use agreement.
14. Use of the School's electronic resources to access, process, store, send or receive pornographic, sexually explicit or otherwise inappropriate material (as determined by the Principal).
15. Use of the School's electronic resources for downloading entertainment software, files or other material not related to the mission of the School. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the School.
16. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of federal copyright law.
17. Use of the School's electronic resources for any unlawful purpose.
18. Use of the School's electronic resources to intentionally access, process, store, send or receive materials containing profanity, obscenity, racist terms, or other harassing, abusive, intimidating, threatening, discriminatory or otherwise offensive language or images.
19. Use of the School's electronic resources for playing games unless it is for instructional purposes or otherwise approved by the Principal or designee.
20. Participating in activities, including but not limited to the preparation or dissemination of content, which could damage the School's professional image, reputation and/or financial stability.
21. Permitting or granting access to the School's electronic resources, including but not limited to granting use of an e-mail or network account or password, to another individual, including but not limited to someone whose access has been denied or terminated.
22. Portable data storage devices may only be used to backup or transport files and data between computers and use of such devices for the operation of unauthorized portable applications is prohibited.
23. Establishing connections to live communications, including text, voice, or video, may only be done in a manner approved by the Principal or designee.
24. Malicious use of the School's electronic resources to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system.

Disclaimer

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

Privacy

Use of and access to the School's electronic resources is provided to employees as a tool for the School's business. The School reserves the right to monitor, inspect, copy, review, store or remove, at any time, without prior notice, any and all usage of the School's electronic resources such as the network and the Internet, including but not limited to e-mail, as well as any and all materials, files, information, software, electronic communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of the School. Employees should have no expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this policy.

This policy will be reviewed periodically to ensure that it continues to meet the School's needs.

Training

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

- The contents of this policy;
- The importance of digital citizenship;
- The School's conduct and discipline related consequences as related to a violation of this policy;

- The School's general conduct and discipline policies;
- The benefits of connecting to the Internet and utilizing the School's Internet filters while on School property; and
- Any specific rules governing the permissible and restricted uses of privately-owned electronic devices while in a classroom.

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

The School will provide an annual notice to all parents of the location of information for in-home network filtering options (<https://consumerprotection.utah.gov/edu/filtering.html>) as provided for in Utah Code § 76-5c-402.

**Staff Acceptable Use of School Electronic Resources
Acknowledgement of Receipt and Understanding**

I hereby certify that I have read and fully understand the contents of the School's policies regarding use of the School's electronic resources. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I understand that my employment and continued employment is based in part upon my willingness to abide by and the School's policies, rules, regulations and procedures. I acknowledge that the School reserves the right to modify or amend its policies at any time, without prior notice. I acknowledge that these policies do not create any promises or contractual obligations between the School and its employees and that my employment with the School continues to be at will. My signature below certifies my knowledge, acceptance and adherence to the School's policies, rules, regulations and procedures regarding the use of its electronic resources. I acknowledge that violation of any of these policies may be grounds for discipline, up to and including termination.

Employee Signature

Employee Name

Date

Maria Montessori Academy
Policy: Toilet Training Policy
Approved:



Purpose

The purpose of this policy is to establish the toilet training requirements for students at Maria Montessori Academy (the “School”).

Definitions

“Toilet trained” means that a student can:

- (a) communicate the need to use the bathroom to an adult;
- (b) sit down on a toilet;
- (c) use the toilet without assistance;
- (d) undress and dress as necessary; and
- (e) tend to personal hygienic needs after toileting.

If an accident occurs, a “toilet trained” child can independently tend to hygienic needs and change clothes.

A student is not “toilet trained” if the student does not meet the criteria above or has accidents with sufficient frequency to impact the educational experience of the student or the student’s peers, as determined by the School.

Policy

General Rule

As required by Utah Code § 53G-7-203 and R277-631, the School shall not enroll a student unless the student is toilet trained.

Exceptions

The School may enroll a student who is not able to be toilet trained because of a suspected disability that:

- (a) is subject to federal child find requirements; or
- (b) is described in an IEP or Section 504 plan.

Assurance

The School shall, as part of its enrollment process, require the parent of an incoming student to complete an assurance as to whether the student is toilet trained.

Administrative Procedures

The Director shall establish administrative procedures regarding steps that School shall take in the event a student is not toilet trained.

SY25-26 LEA-S(pecific) Requests

Effective 8/2021, the followir

					Is this a RENEWAL Request from SY24- 25? (Y/N)
LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name	First Name	
<i>Granite SD</i>	<i>1/5/2021</i>	<i>999999</i>	<i>Example</i>	<i>Educator</i>	<i>N</i>
Maria Montessori Academy	9/11/2025	577492	Taylor	Todd	N
Maria Montessori Academy	9/11/2025	719655	Walker	Camie	N
Maria Montessori Academy	9/11/2025	547870	White	Suzanne	N

ing are NOT allowed for LEA-S: Audiologist, Deaf Education, Preschool Special Ed., School Psychologist, School

License	Endorsement		Endorsement	
Area 1	1	Endorsement 2	3	Rational/Motions
Secondary	Math Level 3	Chemistry		Educator is enrolling in EPP Fall 2021
N/A	Business & Mark	N/A		Educator is working towards adding the en
N/A	Business & Mark	N/A		Educator is working towards adding the en
N/A	Visual Art (K-12)	N/A		Educator is working towards adding the en

l Social Worker, Special Ed (K-12), Speech Language Pathologist, Speech Language Therapist

Is Educator's Assignment in CACTUS? (Y/N)	Has LEA Specific tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)	Does Educator Have a current ETHICS check? (Y/N)	Pedagogical Modules Completed and certificate received? (Y/N)	LEA Application Received? (Y/N)	PE ONLY: CPR Cert #
Y	Y	Y	Y	Y	Y	
Y	PW Will Enter	Y	Y	N/A	Y	N/A
Y	PW Will Enter	Y	Y	N/A	Y	N/A
Y	PW Will Enter	Y	Y	N/A	Y	N/A

Maria Montessori Academy

Statement of Activities

Created on August 10, 2025
For Prior Month

	Annual June 30, 2026 Budget	Year-to-Date July 31, 2025 Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	211,500	8,389	4.0 %
Revenue From State Sources	5,092,129	461,841	9.1 %
Revenue From Federal Sources	102,500	0	0.0 %
Revenue from Other Sources	50,000	0	0.0 %
Total Income	5,456,129	470,230	8.6 %
Expenses			
Instruction/Salaries	2,560,000	21,101	0.8 %
Employee Benefits	555,000	4,211	0.8 %
Purchased Prof & Tech Serv	626,000	24,958	4.0 %
Purchased Property Services	149,300	16,454	11.0 %
Other Purchased Services	333,500	1,257	0.4 %
Supplies & Materials	262,500	51,679	19.7 %
Property	55,000	9,910	18.0 %
Debt Services & Miscellaneous	742,500	65,176	8.8 %
Total Expenses	5,283,800	194,746	3.7 %
Total Net Income	172,329	275,484	159.9 %

Maria Montessori Academy
Statement of Financial Position
Created on August 10, 2025
For Prior Month

	Period Ending 07/31/2025 <small>Actual</small>	Period Ending 07/31/2024 <small>Actual</small>
Assets & Other Debits		
Current Assets		
Operating Cash	2,938,091	2,838,666
Accounts Receivables	1,643	111,367
Total Current Assets	<u>2,939,734</u>	<u>2,950,033</u>
Net Assets		
Fixed Assets	12,476,591	12,515,657
Depreciation	(3,364,048)	(3,048,199)
Total Net Assets	<u>9,112,543</u>	<u>9,467,458</u>
Total Assets & Other Debits	<u>12,052,277</u>	<u>12,417,491</u>
Liabilities & Fund Equity		
Current Liabilities	131,008	367,978
Long-Term Liabilities	<u>9,727,234</u>	<u>10,024,298</u>
Fund Balance	<u>1,918,550</u>	<u>1,720,436</u>
Net Income	<u>275,485</u>	<u>304,779</u>
Total Liabilities & Fund Equity	<u>12,052,277</u>	<u>12,417,491</u>

ISSUED TO

Maria Montessori Academy
2505 North 200 East
North Ogden UT 84414

DATE

7/1/2025

EXPIRATION DATE

7/31/2025

PROJECT DESCRIPTION

Server & Hypervisor Refresh

PROJECT MANAGER

Homer, Jordan R
jordan.homer@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Server Hardware	1	8,880.00	8,880.00
Dell PowerEdge R750 Server			
- (Qty. 2) Intel Silver 4310T 10C 2.3Ghz CPU			
- (Qty. 16) Dell 8GB DDR4 ECC RDIMM 3200Mhz			
- (Qty. 1) Dell H755 8GB NV 12Gb/s PowerEdge RAID Controller			
- (Qty. 12) Dell 4TB 7.2K 12Gbps NL SAS 3.5 HDD			
- (Qty. 1) Dell BOSS Controller Low Profile Card with 2x480GB M.2 SSD (RAID 1)			
- (Qty. 1) Dell Intel X710 Quad Port 10GbE SFP+ OCP 3.0			
- (Qty. 1) Dell iDRAC9 Enterprise License			
- (Qty. 1) Dell OpenManage Enterprise Advanced License			
- (Qty. 2) Dell 1100W Titanium AC Power Supply for 15G/16G Rack			
- 3 Year Warranty w/NBD Parts			
(Qty. 6) MM SFP+ Modules			
(Qty. 3) MM Fiber Cable			
Server Software	1	1,903.00	1,903.00
Windows Server 2025 Datacenter			
- 16 Core Pack EDU			
(Qty. 2) Windows Server 2025 Datacenter			
- 2 Core Pack EDU			
Camera Server Software	1	366.00	366.00
Windows Server 2025 Standard - 16 Core License Pack EDU			
(Qty. 2) Windows Server 2025 Standard - 2 Core Pack EDU			
Server Installation	1	1,609.00	1,609.00
Stage Server			
- Build RAID			
- Install Windows OS/Hyper-V			
- Configure Dell OpenManage for Event Log Monitoring			
Stage Server Onsite			
- Rack & Cable Server			
- Configure Networking			
- Configure iDRAC			
- Assign Static IP Addresses			
Migrate New Server Fiber Cabling to Router Post-VM Migration			
Migrate Old Server Fiber Cabling to Aggregation Switch Post-VM Migration			
*Migrating Fiber Cabling Will Require A Network Outage That Will Last 1-2 Hours and Will Be Coordinated With MMA Leadership			
Documentation of Server Installation			
Upload Photos of Server Rack			

ISSUED TO

Maria Montessori Academy
2505 North 200 East
North Ogden UT 84414

DATE

7/1/2025

EXPIRATION DATE

7/31/2025

PROJECT DESCRIPTION

Server & Hypervisor Refresh

PROJECT MANAGER

Homer, Jordan R
jordan.homer@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

VM Migration

1

5,225.00

5,225.00

Build New MMA-SVR01
- Transfer Roles and Services Including FSMO

Build New MMA-SVR02
- Transfer Features and Roles (DHCP, Split Horizon DNS, etc.)

Build New MMA-PBX

Build New MMA-FILESVR01

Migrate MMA-Bells

Migrate MMA-CAMERAS
- Transfer Licensing from Old Server to New Server

Migrate MMA-BLOGSERVER

Migrate MMA-FW01

Migrate MMA-PowerPanel0

Migrate MMA-PowerPanel1

Migrate MMA-WDS

Camera Server

1

950.00

950.00

Bare Metal Install of Windows Server 2025 Standard
- Configure Dell OpenManage for Event Log Monitoring

Install Avigilon Server
- Transfer Licensing from Old Server to New Server

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

Signature: _____

Date: _____

SUBTOTAL 18,933.00

SALES TAX 0.00

QUOTE TOTAL 18,933.00

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

SCHOOL E-SPORTS PROPOSAL AND PLAN

By: Sam Pejza

Proposal Overview:

Esports, or electronic sports is competitive and organized video-game play, typically popular on mass scales, both online and offline. It encompasses single players or groups of players competing against each other across several video-game genres, including real-time strategy, first-person shooter, and multiplayer online battle arena. Like every sport, esports also has an organized structure, including professional leagues, high-stake matches, and specialized commentators and broadcasters. Professional players, sponsors, and fans now constitute the industry, it being an international trend and, in most cases, accepted as a legitimate spectator sport.

Additional resources and links:

[Rocket League: Competitive](#)

Objectives

- Foster a community for gamers to connect and collaborate.
- Provide opportunities for competitive play in various esports titles.
- Promote teamwork, strategy, and sportsmanship among members.

Structure

- Due to the marvels of the modern day world we have something amazing, cloud gaming; Seeing as its free* with Nvidia GeForce NOW, cloud gaming is the go to option for an e-sports team seeing as it can run smoothly on chromebooks with no installation required working entirely on the web. (*With ads before the game starts)
- Membership: Define eligibility criteria and membership fees.
 - Who can join?
A max of 6 players will be allowed to join the ROCKET LEAGUE team every 2 months.
 - A 35 dollar fee will be required on the first day of the club.
- Choosing teams.

- In order to choose teams we have 24 people randomly split into teams; Teams will face off until the last two are left, these will be the teams for that term.
- Meeting spot: Schedule a regular meeting spot for planning and team practices.
 - I believe that the school's library would be a great meeting spot, as for how long we would spend practicing, I say around 45 minutes is reasonable.

Activities

- As for the game we will be playing: We would play, well look no further than Rocket League; Rocket League is a free-to-play* game developed by Epic Games, in the game you and two other players play as cars in a game of giant soccer, the team with the most points at the end of the game wins. (*In app purchases not counted)
 - And frequent tournaments and friendly matches.
 - About every 2 weeks.
 - Host workshops and training sessions to improve skills?

Required Resources:

- Chrome Books (already have)
- Computer mouses - 6
- Meeting location
-

Benefits

- There are many benefits of having a school e-sports team, two of the main upsides are improving your friendship with your teammates, and learning to listen to, and help build strategies.
 - Enhances social interaction and networking among members.
 - Develops skills in leadership, communication, and strategic thinking.
 - Provides a platform for potential scholarships and career opportunities in esports.

Funding

- Explore possible sponsorships from local businesses or gaming companies:
 - Gamers Asylum

- Code Ninjas
 - Entertainmart
 - Fizz
 - Eccles Foundation
 - Rush Fun Plex
 - Twisted Sugar
 - North Ogden City
 - Library
-
- Consider fundraising events or merchandise sales to support club activities.
 - T Shirts
 - Membership Fee
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Conclusion:

Having an esports team isn't just fun, it's also a great team building activity that kids could really enjoy, if the e-sports team gets approved.

Pickleball #2

1 message

Gabriel Maughan <gabriel.maughan@mmalions.org>
To: Kacee Weaver <KWeaver@mmautah.org>

Thu, Aug 21, 2025 at 3:20 PM

Pickleball Club Proposal
Pickleball Club

August 21 2025

This school is high achieving and often students are mentally worn out at the end of the day. Lots of students would love to have some time to move their muscles, socialize, and most importantly, have fun. Pickleball would be a good club for people who like sports and/or want to try a new sport. It's also not very intense or demanding. Pickleball is also a game where people go on teams and get to improve together. This gains trust and builds character. This is why we should start a pickleball club.

Logistics

- How: This is where it gets a bit tricky. In order for people to play pickleball, we are going to need courts, net(s), and materials (paddles, pickleballs, shoes) I can provide sixish paddles and the balls. (Participants can bring their own shoes) Some of the people who join will probably have their own paddles and balls. Here's the hard part. We'll have to either drive to the nearest courts (3-5 minute drive) or we'll see if anyone has a portable net and we can just put some tape on the floor of the gym.
- When: Right after school For an hour or two: During fall and summer, People can play on courts outside. During hot summer and cold winter, --If we have tape and a portable net--we can play inside the gym. This club will meet daily. If people don't want to go every day they can come when they want.
- Where: Either in the gym (big or small) Or at the Kitchen, Lomond View courts, Pleasant view courts, or some other place. (Some people have courts in their backyard)
- Who: Any one who wants to: This club will be student run, but if teachers or parents want to, and they get approved, They could join if they wanted to. If there is anyone playing at the public courts, they are welcome to play with our group. I am expecting around 6-10 people to join. (I make mistakes, I'm not perfect.) I will have members in charge of bringing water if we play outside, and if we have a portable net, I'll have people in charge of setting up the net and putting down the tape. The advisor is to be continued
- What: At Pickleball, our main goal is to have fun. We will be playing pickleball and we will be talking and socializing. We want people to join our club. I do not think it is likely anyone will have a portable net. I would appreciate it if this club could be supplied with a pickleball net. I don't have any major plans this school year except to have fun and play pickleball.
- Why: It seems like a fun thing to do. People will want to exercise and socialize and have fun. This is a great way to do it.

I hope you like this idea and support my goal. Please email back if you have any questions, comments, ideas, problems, suggestions, or thoughts.

Your loyal student

- Gabriel



Kacee Weaver <kweaver@mmautah.org>

Arts and Crafts

2 messages

Mary Horn <mary.horn@mmalions.org>

Wed, Aug 27, 2025 at 5:35 PM

To: Inewton@mmautah.org, kweaver@mmautah.org, Candice Cipullo <ccipullo@mmautah.org>

Dear Ms. Kacee,

Student Council would love to raise money to get new jerseys for both basketball and track, as well as to upgrade the sound system in the gym for theater performances. A fundraiser we came up with is an arts and crafts camp after school, one week a month, from 3:30 to 4:30. Parents would sign up the week prior and bring their kids to the commons for arts and crafts. It would cost \$8 per kid and \$12 for two kids. The parents would not have to stay with their kids, as the student council will be there to look after them. The student council will supply the materials along with snacks. Furthermore, we would reach out to teachers to see if they would come and supervise. They will not have to help with the crafts. We would also love to invite the elementary student council to come make crafts. The first days of this would be October 20, 21, 23, and 24.

Sincerely,

Jr.High Student Council

Kacee Weaver <kweaver@mmautah.org>

Thu, Aug 28, 2025 at 10:58 AM

To: Mary Horn <mary.horn@mmalions.org>

Cc: Inewton@mmautah.org, Candice Cipullo <ccipullo@mmautah.org>

Hi Mary,

I will present this idea to the board at our meeting on September 11th. I wonder though, because we have a Booster Club who is raising money for athletics, if we could focus Student Council's efforts on the theater improvement?

[Quoted text hidden]

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Kacee Weaver
Director

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