



Learning through the Arts

Board Meeting Materials

Board Mission Statement

AS BOARD MEMBERS, WE AGREE AND UPHOLD THE FOLLOWING STATEMENTS AS OUR MISSION:

- ★ **WE WILL GOVERN, NOT MANAGE THE SCHOOL DIRECTOR OR EMPLOYEES.**
- ★ **WE WILL MAKE ARTS INTEGRATION A KEY ELEMENT OF OUR SCHOOL.**
- ★ **WE WILL MAINTAIN A STABLE AND WORKABLE FINANCIAL BUDGET.**
- ★ **WE WILL SPEAK AS ONE VOICE.**

October 2, 2025

Syracuse Arts Academy

Board of Directors Meeting Agenda

Thursday, October 2, 2025

Location: North Campus, 357 S 1550 W, Syracuse, UT 84075



NOTE: *It is possible that the SAA Board of Directors may be utilizing an electronic meeting component with one or more of their members.*

SAA Mission Statement

The purpose of Syracuse Arts Academy is to develop respectful, confident citizens in a solid educational environment enriched by artistic expression.

Agenda

2024-2025 Board Priorities

Data Equivalent
Development of Teachers
Alignment of Curriculum
Building Expansion Vision

5:30 PM – INTRODUCTORY ITEMS (5 minutes)

- Welcome & Roll Call – Mary Johnston
 - Board Mission – Mary Johnston
 - School Mission – Nate Schow

5:35 PM – PUBLIC COMMENT (Comments will be limited to 3 minutes each)

5:35 PM – REPORTS

- Academica West
 - Introduction to Student Data – Kelsey Richardson (10 minutes)
- Board of Directors
 - Present Next Steps for SAA – Mary Johnston (10 minutes)
 - Update on School Bonding – David Robertson/Brad Taylor (10 minutes)
 - [Financial Update](#) – Rene Dreiling/Jon McQueary (2 minutes)
- Administration
 - State of the School – Kellie Mudrow (20 minutes)
 - [Current Enrollment](#)
 - TSI Update
 - Celebrations!
 - [Amended Dress Code Admin Procedures](#)

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

6:27 PM – CONSENT ITEMS

- [September 18, 2025, Electronic Board Meeting Minutes](#)
- [Ratify School Student Meal Prices](#)

6:28 PM – VOTING ITEMS

- [Reimbursement Resolution](#) – David Robertson/Brad Taylor (2 minutes)
- [1-Year Vision Plan](#) – Mary Johnston (2 minutes)
- [Snow Removal Services](#) – Kellie Mudrow (2 minutes)
- [Hotline Complaint Policy](#) – Heidi Bauerle (2 minutes)
- Policy Amendments (6 minutes)
 - [Building Rental Policy](#) – Kellie Mudrow
 - [SLT Council Membership & Election Procedures](#) – Kellie Mudrow
 - [Wellness Policy](#) – Kellie Mudrow
 - [Bullying and Hazing Policy](#) – Heidi Bauerle
 - [Child Abuse & Neglect Reporting Policy & Admin Procedures](#) – Heidi Bauerle

6:42 PM – DISCUSSION ITEMS

- Calendaring Items – ALL (5 minutes)
 - Schedule Electronic Board Meeting on October 9th
 - Holiday Social on November 6th TBD
 - Next Pre-Board Meeting on December 4th
 - Next Board Meeting on December 18th
 - NCSC26 New Orleans, LA June 24-26 (Wed-Fri)

6:47 PM – CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual and/or to discuss deployment of security personnel, devices, or systems pursuant to Utah Code 52-4-205(1)(a) & (f) [IF NEEDED]

6:47 PM – ADJOURN

SAA UPCOMING CALENDAR ITEMS

November

S&P Annual Fee [Due November]
Bond Investor Call Notice (Jon)

December

Audit Review
2025-2026 School Calendar
2025-2026 School Fees [1st Public Comment Period]
Landscaping Quotes
Schedule A
Sex Ed/Maturation Curriculum [if changing]
Prepare Teacher Survey

February

Ratify New Hires
Board Vacancies
SLT Training Assurance
Annual Open Meetings Act Training
2025-2026 School Fees [2nd Public Comment Period]
RFP for IT services [3 yrs Exp. 4-25-26]
SpEd Contracted Services Agreements (RFP – if needed)
NEW Curriculum Purchases [2 Public Comment Periods Required]

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April

Prepare Parent Survey
School LAND Trust Plans [Due May 1]
Positive Behavior Plan [*if changing*]
Director Evaluation
Director Bonus/Salary

Title IX Athletics Reporting [if you have athletics in your Jr. High]

May

2025-2026 TSSA Plan
Audit Engagement Letters
Property & Liability Insurance Renewal

June

2024-2025 Final Amended Budget
2025-2026 Annual Budget
Ratify Board Members & Terms
Ratify Board Officers
2025-2026 Board Meeting Schedule
Mental Health Screening Determination (*if changing*)
Annual PPP Training & Review
Fraud Risk Assessment/Ethical Behavior
Review Board Communication Guidelines
Review Board Member Expectations/Board Member Agreement
Ratify Lead Director & Employment Agreement
Sex Education Instruction Committee [Due Aug 1]

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Syracuse Arts Academy Statement of Activities

Created on September 10, 2025
For Prior Month

	Annual June 30, 2026 Budget	Year-to-Date August 31, 2025 Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	1,186,000	195,428	16.5 %
Revenue From State Sources	24,460,000	4,330,190	17.7 %
Revenue From Federal Sources	676,500	0	0.0 %
Revenue from Other Sources	1,200,000	0	0.0 %
Total Income	27,522,500	4,525,618	16.4 %
Expenses			
Instruction/Salaries	13,350,000	791,523	5.9 %
Employee Benefits	4,250,000	223,563	5.3 %
Purchased Prof & Tech Serv	1,345,000	232,561	17.3 %
Purchased Property Services	2,787,700	419,070	15.0 %
Other Purchased Services	476,000	118,575	24.9 %
Supplies & Materials	2,225,000	677,932	30.5 %
Property	713,000	1,679,069	235.5 %
Debt Services & Miscellaneous	2,374,999	1,109	0.0 %
Total Expenses	27,521,699	4,143,402	15.1 %
Total Net Income	801	382,216	47,743.0 %

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**Syracuse Arts Academy
Statement of Financial Position
Created on September 10, 2025
For Prior Month**

	Period Ending 08/31/2025 <small>Actual</small>	Period Ending 08/31/2024 <small>Actual</small>
Assets & Other Debits		
Current Assets		
Operating Cash	8,427,470	8,881,411
Accounts Receivables	3,057	193,476
Other Current Assets	131,457	131,457
Total Current Assets	8,561,984	9,206,344
Restricted Cash	3,796,362	3,731,142
Net Assets		
Fixed Assets	44,053,684	42,878,979
Depreciation	(10,629,518)	(9,130,420)
Total Net Assets	33,424,166	33,748,559
Total Assets & Other Debits	45,782,512	46,686,045
Liabilities & Fund Equity		
Current Liabilities	409,905	438,033
Long-Term Liabilities	33,763,463	34,658,757
Fund Balance	11,226,928	9,571,817
Net Income	382,216	2,017,438
Total Liabilities & Fund Equity	45,782,512	46,686,045

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Syracuse Arts Academy LEA

▼ 2025 **2026** 2027

[Reports](#)

[Groups](#)

[Setup](#) ▼

[Codes](#) ▼

Enrollment														Schools	Status	Race	Sex
Active Students		Grade:	K	1	2	3	4	5	6	7	8	9	Total				
Syracuse Arts Academy - Antelope			54	71	75	72	67	82	72				493				
Syracuse Arts Academy - North			86	99	108	107	103	106	106				715				
Syracuse Arts Academy - South			120	65	52	44	29	48	30				388				
Antelope Jr High										160	150	142	452				
Effective 9/29/2025			260	235	235	223	199	236	208	160	150	142	2048				

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Updated Dress Code Administrative Procedures Summary

“Dress Your Way Day” has been discontinued and replaced with “Special Dress Days.” These designated days will include specific guidelines communicated by the school administration and may include events such as Dot Day, School Spirit Day, and Field Day.

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Dress Code Administrative Procedures

These procedures are established in accordance with the Dress Code Policy adopted by the School's Board of Directors.

The School's Dress Code is as follows:

Colors



Tops

- ★ Shirts must be of a collared style and of a solid color, either white, red, dark green, navy blue, black, or light or dark gray (see above) with standard buttons.
- ★ Appropriate collared styles are blouse, polo, oxford, turtleneck, or dress shirt.
- ★ No screen printing or logo shirts should be visible unless they are on School shirts or logos.
- ★ Collared style shirts with the School name or logo are acceptable and available for purchase.
- ★ Sweaters or vests may be worn in solid white, red, dark green, navy blue, black, or light or dark gray.

- ★ Hoodies: Hoodies must be solid white, red, dark green, navy blue, black, or light or dark gray sweatshirts with hoods (hereafter referred to as “hoodies”). Both pullover and zip-up styles may be worn in class for physical comfort. No logos may be on the hoodies unless they are the official School name/logo.
- ★ School shirts must be worn under hoodies at all times.
- ★ Hoods may not be worn on the head while in the School building.

Acceptable Bottoms

- ★ Dresses, skirts (may be approved green plaid), jumpers, skorts, shorts, capris or pants that are solid white, red, dark green, navy blue, tan, black, or light or dark gray.
- ★ Skirts, shorts or skorts are to be no shorter than two inches above the kneecap.
- ★ No denim or athletic wear.

Accessories

- ★ Socks or tights should be worn at all times for health and safety reasons and should not be distracting in nature.
- ★ Smooth opaque and/or light weight tights in School colors may also be worn.
- ★ Inconspicuous shorts may be worn under skirts and jumpers.
- ★ If leggings are worn, they must be worn under a skirt, skort or top of the appropriate length (the skirt, skort or top must be no more than two inches above the knee). Leggings will not be allowed to replace pants.
- ★ Plain white, red, dark green, navy blue, black, or light or dark gray undershirts may be worn under School shirts to provide for additional modesty and for warmth.
- ★ Belts are recommended and should not be distracting in nature.
- ★ Ties/scarves are optional and must be in a School approved color.
- ★ Shoes must not be open-toed, backless, lighted, rolling or otherwise designed to make a sound.

Dress & Grooming

Dress and grooming standards are part of the SAA Dress Code Policy and are mandatory.

- ★ Students must follow the Dress Code during school hours, except under specially designated circumstances which will be communicated to parents and students.
- ★ Students must also follow the Dress Code for all before and after school programs, except where activities permit alternate attire (i.e. sports, dances, special events, etc.).
- ★ Students must present a modest, clean, and neat appearance at all times. All clothing must be clean, appropriately sized, and worn correctly. Shirts must be buttoned. Bottoms must be worn at the waist. Shoes must be tied or fastened. Clothing must be worn right-side-out.
- ★ Clothing shall not be excessively worn or have holes.
- ★ Jewelry or hair accessories that are appropriate for wear at School and are not a distraction may be worn.
- ★ Hair must be kept neat and have a combed appearance and be appropriate for school. Hair that is considered an extreme distraction to the academic learning environment is not allowed; this will be determined by School administration.
- ★ Any makeup worn should be appropriate for school.
- ★ No hats or head coverings may be worn in the building.

- ★ Outer wear that is worn for warmth to and from school and at outside recess is not considered a Dress Code item. Any sweaters or hoodies worn inside the classroom must be consistent with School Dress Code colors, and requirements.
- ★ Distracting drawings on the skin, tattoos, or visible piercing, other than the ear, will not be allowed.
- ★ Sunglasses should not be worn in the building.
- ★ Costume Wear is not permitted.

Dress items not specifically listed above but considered inappropriate or contrary to the purpose statement in the School Dress Code Policy are subject to review, interpretation, and final disposition by the School administration.

Spirit Wear

- ★ Students may be allowed to wear a designated School spirit shirt or hoodie on select days determined by the School administration.
- ★ Spirit shirts may be worn for Jr. High P.E but not under uniform shirts as part of the daily Dress Code.

P.E. & Sports Practice Dress Code

7-9 grade students must change for their P.E. class.

- ★ **Shirt:** Plain white t-shirt without logo or screen print. Students may wear the Spirit Shirt. (No sleeveless shirts, open sides, or spaghetti straps. Must not be skin tight.)
- ★ **Shorts:** Need to be appropriate for P.E. activities.
- ★ **Shoes:** Non-marking gym shoes must be worn with socks.

Field Trip Attire

This specific School uniform should be worn for all field trips and other specifically designated occasions.

- ★ K-6 grade students wear a solid red top (with or without the School logo) and solid navy blue uniform bottoms.
- ★ 7-9 grade students wear a solid red top (with or without the School logo) and solid tan uniform bottoms.

~~Dress Your Way Day~~ Special Dress Days (i.e. Dot Day, Field Day, School Spirit Day, etc.)

On ~~Dress Your Way Days~~ Special Dress Days ~~and other~~ specified by the School administration ~~occasions~~ this Dress Code will be used. Students are still expected to dress in a manner that positively impacts the learning environment. Clothing must be modest, tasteful, and must not compromise safety standards for our students. ~~Students may wear clothing of their choice as long as they are within the guidelines below.~~ Specific dress attire will be communicated by the School administration.

The following clothing will **not** be permitted:

- ★ **Tight clothing.**

- ★ **Baggy or sagging** pants or shorts.
- ★ **Excessively oversized** jackets or coats, including trench coats.
- ★ **Slippers or bare or stocking feet.** No open toe or heeled shoes.
- ★ **Open toe or heeled shoes.**
- ★ **Clothing that is torn, ripped or frayed.**
- ★ **Short shorts/skirts.** The length must be no shorter than 2 inches above the knee.
- ★ **Tank tops.**
- ★ **Shirts without sleeves.**
- ★ **Sheer material.** Must have modest clothing underneath.
- ★ **Clothing with exposed midriffs, buttocks, or cleavage.**
- ★ **Clothing which displays obscene, vulgar, lewd or sexually explicit** or implicit words, messages or pictures.
- ★ **Clothing that advertises a substance a student cannot legally possess** or use.
- ★ **Clothing that advertises or may represent gang affiliation,** including colors, numbers, or brand names.
- ★ **Pajamas.**
- ★ **Costume Wear.**

Best Dress Code for Teams, Clubs, Groups, Performances, Dances, Etc.

Coaches, teachers, advisors, or administration may choose to allow teams, groups, clubs, etc. or the general student body to attend school in “Best Dress.” Students are expected to dress up in professional attire such as pants or slacks, dress shirt and tie, a dress, skirt, or dress pants and a blouse.

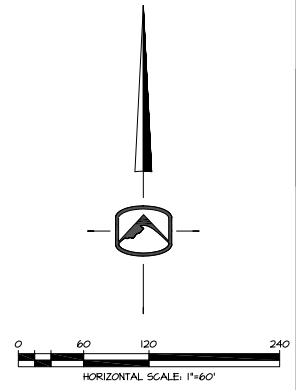
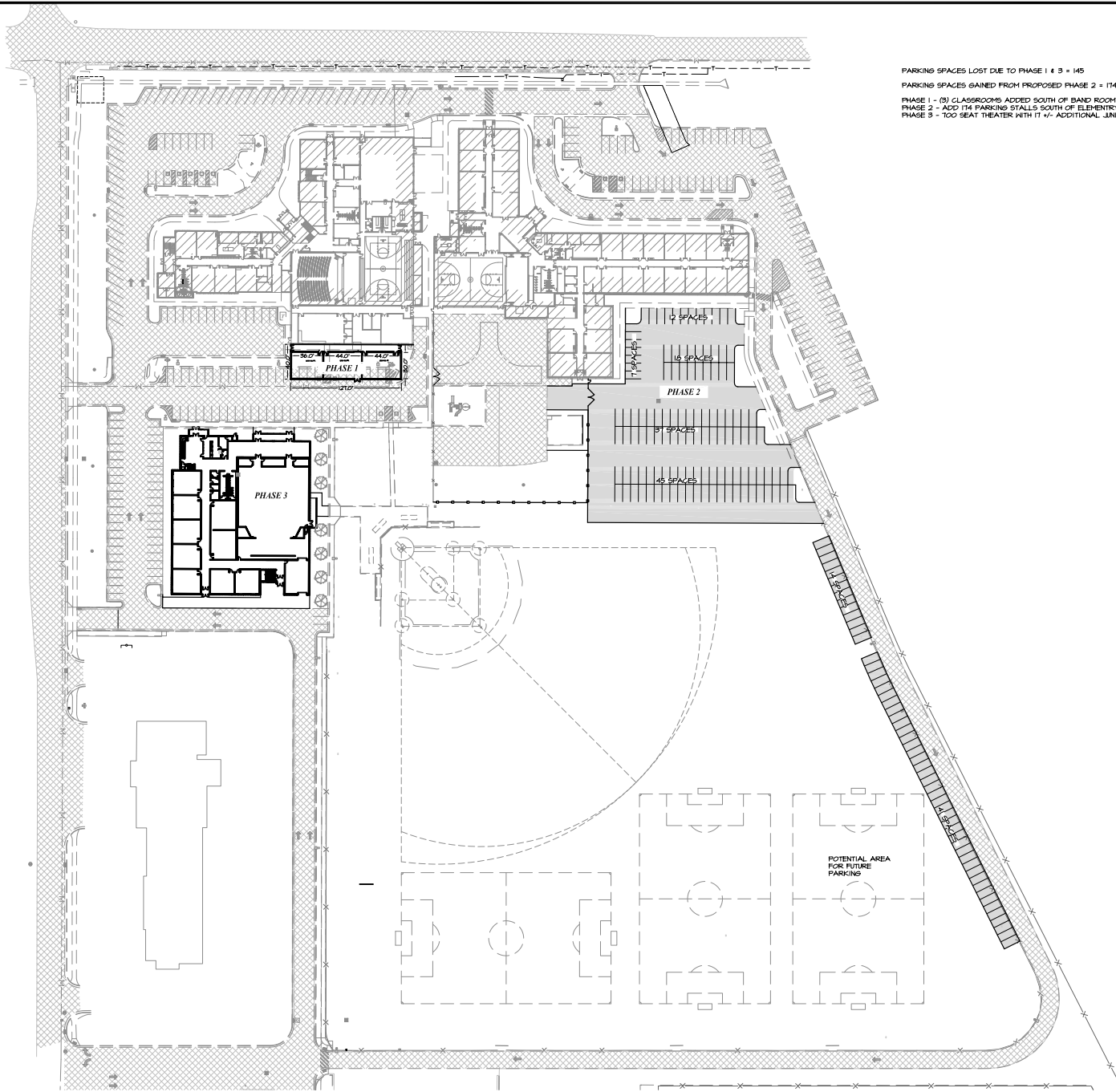
Inappropriate dress under this Dress Code includes but is not limited to:

- ★ **Denim**
- ★ **Bare shoulders or backs.**
- ★ **Revealing clothing.**

Administrative Discretion

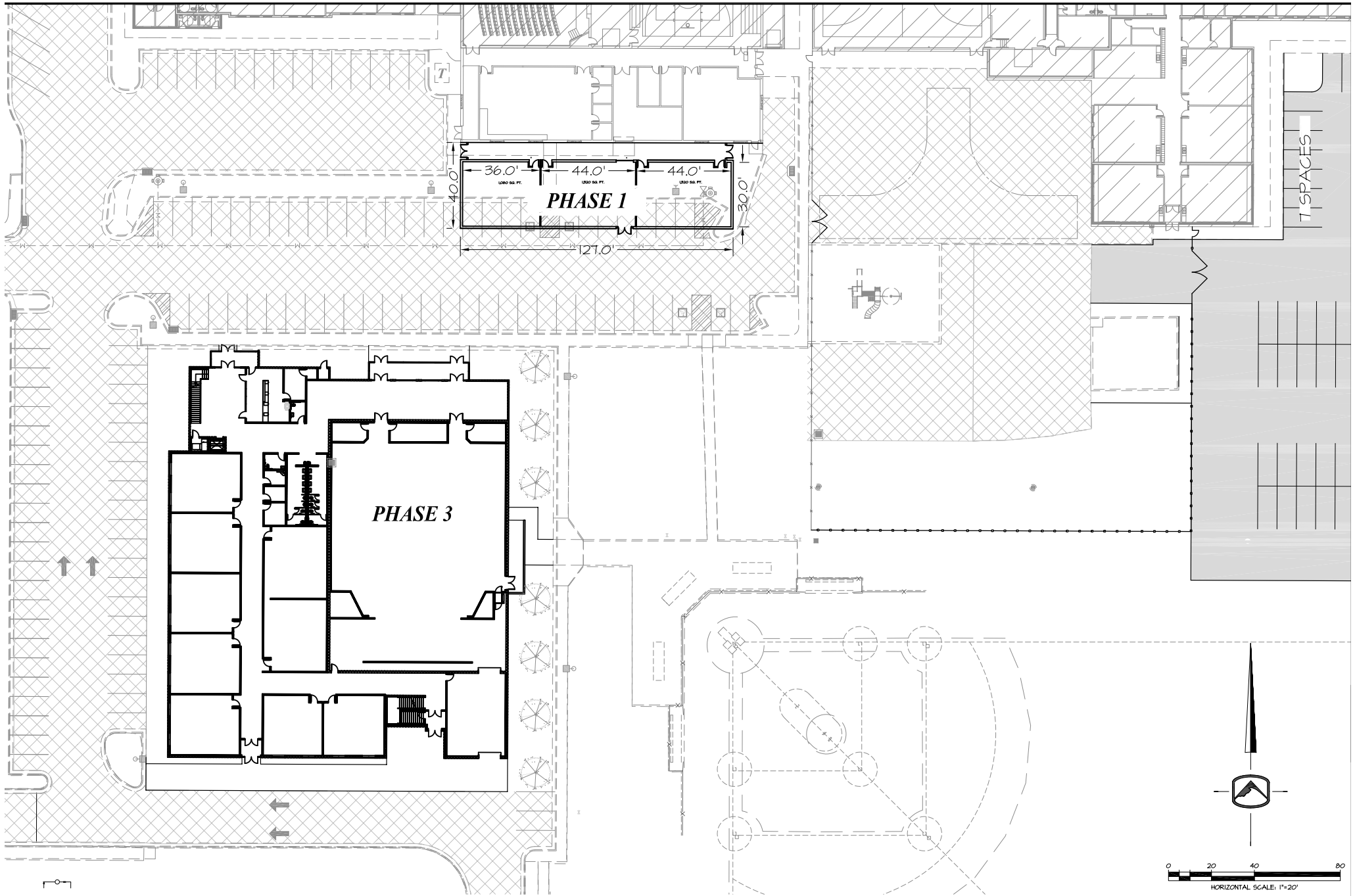
This Dress Code is intended to create a framework to meet the purpose as stated at the beginning of the School’s Dress Code Policy. As styles change, or if questions arise, the School administration, as the Board of Directors’ designee, has the authority to determine if a student’s dress is in keeping with this Dress Code and the School’s Dress Code Policy.

PARKING SPACES LOST DUE TO PHASE 1 & 3 = 145
 PARKING SPACES GAINED FROM PROPOSED PHASE 2 = 174
 PHASE 1 - (3) CLASSROOMS ADDED SOUTH OF BAND ROOM
 PHASE 2 - ADD 174 PARKING STALLS SOUTH OF ELEMENTARY BUILDING
 PHASE 3 - 700 SEAT THEATER WITH 17 +/- ADDITIONAL JUNIOR HIGH CLASSROOMS



SITE PLAN



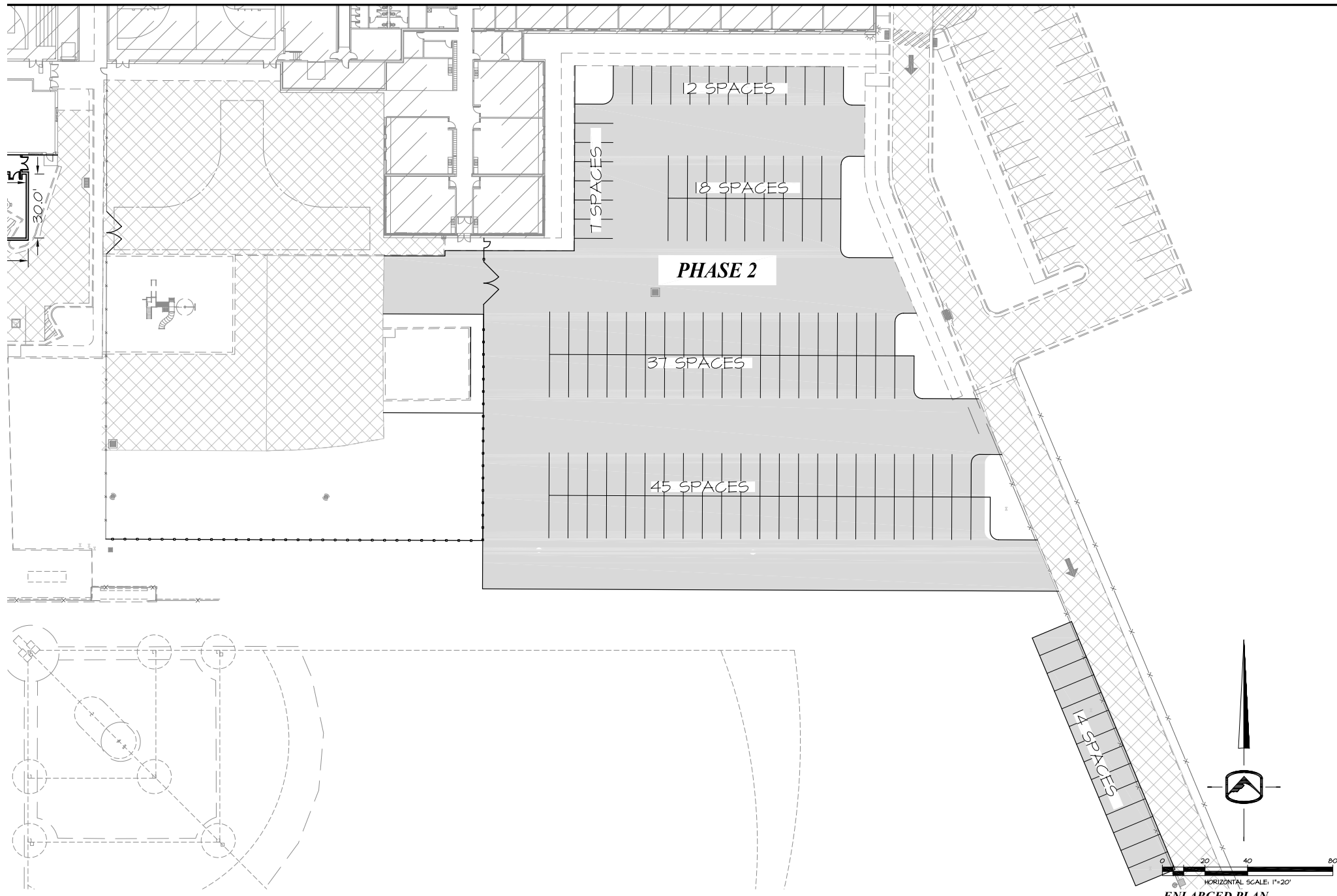


0 20 40 80
HORIZONTAL SCALE: 1"=20'

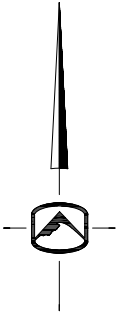
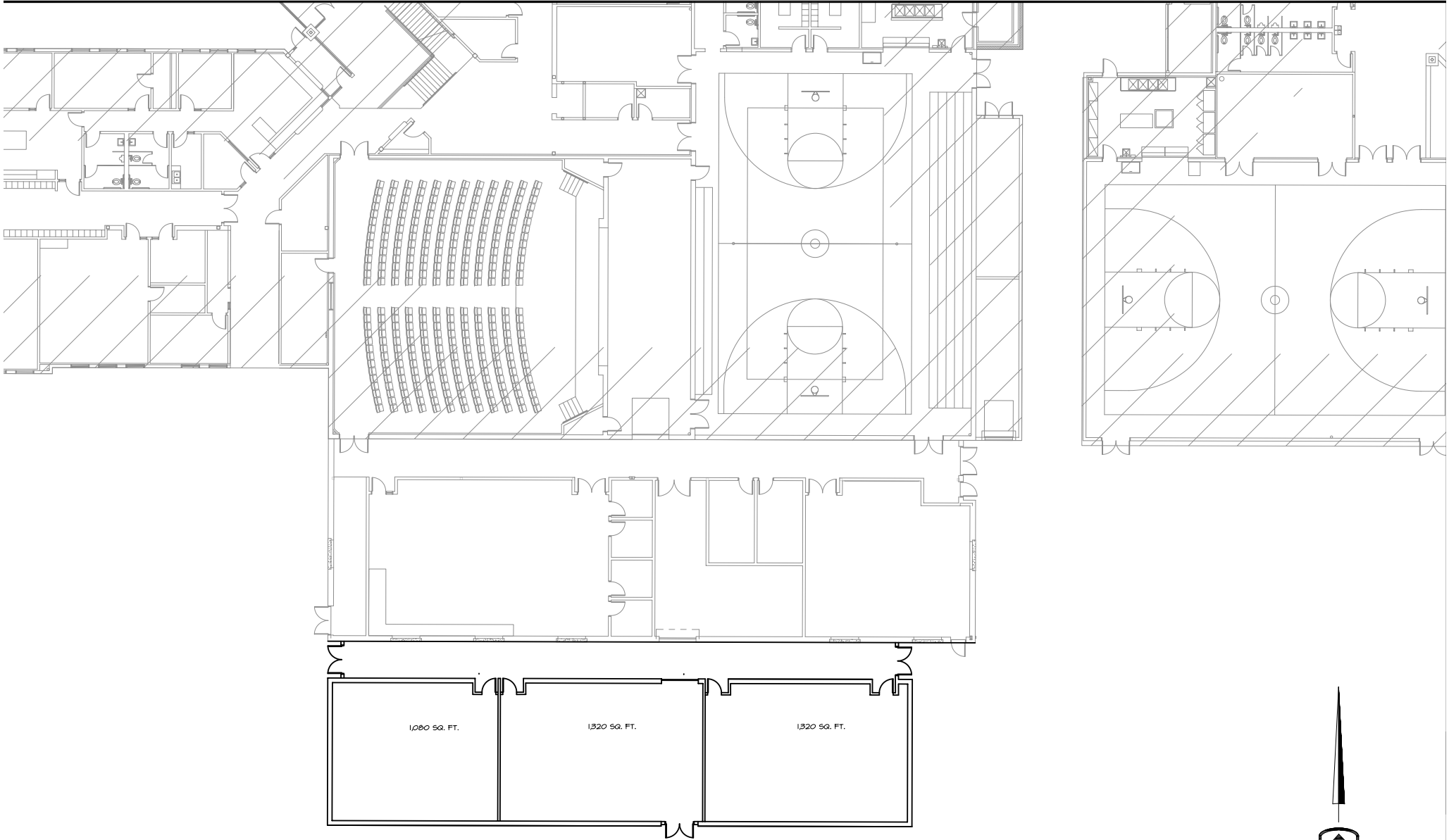
ENLARGED PLAN



CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS
PRIOR TO COMMENCING
ANY CONSTRUCTION



CALL BLUESTAKES
 @ 1-800-662-4111
 AT LEAST 48 HOURS
 PRIOR TO COMMENCING
 ANY CONSTRUCTION



0 20 40 80
HORIZONTAL SCALE: 1"=20'

PHASE 1 PRELIM FLOOR PLAN



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Syracuse Arts Academy

Electronic Board of Directors Meeting Minutes

Thursday, September 18, 2025

Zoom Link: <https://us02web.zoom.us/j/81654982787?from=addon>

Meeting ID: 816 5498 2787

Mobile: (669) 900-9128



In Attendance: Mary Johnston, Neil Garner, Nate Schow, Rene Dreiling (5:36 p.m.)

Excused: Art Hansen,

Others in Attendance: Kellie Mudrow, Dawn Kawaguchi, Joe Dunlop [ESS rep]

SAA Mission Statement

The purpose of Syracuse Arts Academy is to develop respectful, confident citizens in a solid educational environment enriched by artistic expression.

Minutes

2024-2025 Board Priorities

Data Equivalent
Development of Teachers
Alignment of Curriculum
Building Expansion Vision

5:32 PM – INTRODUCTORY ITEMS

- Welcome & Roll Call – Mary Johnston

There was no PUBLIC COMMENT.

CONSENT ITEMS

- August 7, 2025 Board Meeting Minutes – There was no further discussion. **Neil Garner made a motion to approve the consent item. Nate Schow seconded the motion. The roll call votes were as follows:**

Mary Johnston – Yes

Nate Schow – Yes

Neil Garner – Yes

Motion passed unanimously.

VOTING ITEMS

- LEA-Specific Educator License(s) – Kellie Mudrow presented the LEA-specific educator licenses for 15-16 individuals who need endorsements in specific areas or are working

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toward teaching licenses. The information was in the board packet and there were no further questions from the members. **Nate Schow made a motion to approve the LEA-Specific Educator Licenses as presented in the board packet** *[Request for an LEA-specific educator license for the individuals the following, all for three years: Ashlee LaRocco, Elementary License; Garret Atkin, Secondary License, C&C Awareness & Digital Literacy Endorsement; Laura Bayn, Multimedia Endorsement, Commercial Art Endorsement; Aileigh Hansen, Secondary License, Library Media (K-12) Endorsement; Jarron Hess, Technology & Software Development Endorsement; Foster John, Science Integrated Endorsement; Sarah Johnson, Production Graphics Endorsement; Anne Pappas Reyes, Production Graphics Endorsement, Commercial Art Endorsement, Commercial Photography Endorsement; Jennifer Polander, Mathy Level 4 Secondary Math; Kristy Smith, Math–SpEd Endorsement; Heidi Stone, Comp Science Level 2 Endorsement; Amanda Viall, Web Development Endorsement; Amber Thirkill, Elementary License, PE (K-12) Endorsement; Morgan Daich, Elementary License; and Carlissa Moyano, Elementary License.]* **Neil Garner seconded the motion. The roll call votes were as follows:**

Mary Johnston – Yes

Nate Schow – Yes

Neil Ganer – Yes

Rene Dreiling – Yes

Motion passed unanimously.

DISCUSSION ITEMS

➤ Calendaring Items – ALL

- Next Board Meeting – October 2nd
- Holiday Social – November 6th @ Timbermine
- NCSC26 New Orleans, LA June 24-26 (Wed-Fri)

5:38 PM – Rene Dreiling made a motion to ADJOURN. Neil Garner seconded the motion. The roll call votes were as follows:

Mary Johnston – Yes

Nate Schow – Yes

Neil Ganer – Yes

Rene Dreiling – Yes

Motion passed unanimously.

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SAA Board of Director's Meeting Thursday, October 2, 2025

Consent Item: *Ratify School Student Meal Prices*

Issue

The Board approves the student and adult meal prices.

Background

Breakfast and lunch prices at SAA have remained unchanged for over a decade. In order to maintain the long-term sustainability of our school lunch program—and to avoid drawing from general fund resources—we are recommending an increase in meal prices as outlined below.

Meal	SY 2024-2025	SY 2025-2026
Breakfast (All Students)	\$1.40	\$1.50
K-6 Lunch	\$2.00	\$2.20
7-9 Lunch	\$2.40	\$2.60

The price increases were implemented at the start of the school year. Due to the transition in leadership, the usual process for securing board approval was inadvertently bypassed. We are now bringing this item forward for formal ratification to ensure alignment with board governance protocols.

Recommendation

It is recommended that the board ratify the 10¢ increase to the student breakfast price and the 20¢ increase to the student lunch prices as presented.

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SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Reimbursement Resolution*

Issue:

SAA has a lease in place for the South Campus that allows the School to purchase the building after one year of occupancy. In addition, the Series 2017 Bonds have an optional redemption at the School's discretion that begins on April 15, 2026. The Board is also pursuing bids to add additional square footage to the Antelope Campus and may also look at renovating or updating other amenities at its campuses (HVAC, parking, etc.). Adopting a reimbursement resolution allows the school to receive reimbursement for qualified expenditures related to these additional from the proceeds of this near future financing. Among other voting items, it is requested that the Board review and approve the attached reimbursement resolution.

Background:

SAA is planning to finance the purchase of the South Campus, refinance the 2017 Series Bonds, and expanding and/or improving facilities at its other campuses. The school intends to secure funding through the issuance of Charter School Revenue Bonds (expected to close in 2026) via the Utah Charter School Finance Authority or another eligible issuer. This resolution expresses SAA's intent to reimburse itself for qualified project expenditures using bond proceeds. Per IRS regulations, reimbursement must occur within 18 months of expenditure or project completion, and no more than three years after payment. The anticipated bond issuance amount could be up to \$75,500,000, but the majority of these proceeds will go towards the purchase of the South Campus and refinance of the 2017 Series Bonds.

This resolution ensures compliance with reimbursement regulations and preserves the school's ability to fund project expenses efficiently through bond financing. Approving this resolution will provide financial flexibility while moving forward with the project.

Recommendation:

It is recommended that the Board approve the Reimbursement Resolution and authorize the Board President to sign on behalf of the School.

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SYRACUSE ARTS ACADEMY

REIMBURSEMENT RESOLUTION OF THE BOARD OF DIRECTORS

The majority of the Members of the Board of Syracuse Arts Academy (the “School”), a Utah nonprofit corporation, take the following action on _____, 2025.

WHEREAS, the School has determined that it is in its best interests to enter into a loan agreement between the School and the Utah Charter School Finance Authority, or any other eligible issuer (the “Issuer”), whereby the School will borrow the proceeds of the Issuer’s Charter School Revenue Bonds (Syracuse Arts Academy Series 2026, or the “Bonds”) to finance the costs of acquiring, improving and/or equipping of certain charter school facilities and/or land (the “Project”); and

WHEREAS, the School has determined that it is appropriate and necessary that the School express its intention to reimburse certain qualified expenditures incurred by the School with respect to the acquisition, improving and/or equipping of the Project with the proceeds of the Bonds; and

WHEREAS, no costs of the Project to be reimbursed were paid more than 60 days prior to the date of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL AS FOLLOWS:

The School hereby declares its intention and reasonable expectation to use the proceeds of Bonds of the Issuer to reimburse itself for expenditures for costs of the Project. The School intends that the Bonds are to be issued, and the reimbursements made, by the later of 18-months after the later of (a) the payment of the costs or (b) after the Project is placed in service, but in any event, no more than three years after the date the expenditure was paid. The School anticipates that the maximum principal amount of Bonds which will be issued to finance the Project will not exceed \$75,000,000. The particular amount, maturities, fixed or variable interest rates, redemption terms and other terms and provisions of the Bonds will be determined by a resolution of the Issuer.

If any provisions of this resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this resolution.

The appropriate officials of the School, including without limitation the Board Chair or in his absence any available Board member of the School, the Chief Administrative Officer, and/or the Treasurer of the School, are hereby authorized and directed to execute and deliver for and on behalf of the School any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution.

All resolutions of the School or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

This resolution shall become effective immediately upon its adoption.

Signature: _____
Print Name: _____
Title: _____

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SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: 2025-2026 Vision Plan

Issue:

SAA Board of Directors have created a one-year and five-year vision plan.

Background:

The Board and Lead Director have been actively engaged in developing a strategic vision plan for the school. Utilizing the TOWS analysis and the balanced scorecard framework, Matt has contributed to the creation of both one-year and five-year plans focused on revenue growth, financial stability, leadership development, and responsible fiscal planning. Below are the areas they would like to focus on for the first year.

- CTE/CCA Pathway Funding Access Policy Project
- Lunch & SPED Budget Management
- Close Specific Curriculum & Learning Gaps; ELL TSI Improvement; Curriculum Vetting & Selection Process
- Build a Business Case for Phased-In Campus Expansions
- Engaging Externally: Promote Learning Proficiency/MGP; Parent Engagement

Recommendation:

It is recommended that the Board approve the Vision Plan for the 2025-2026 school year.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

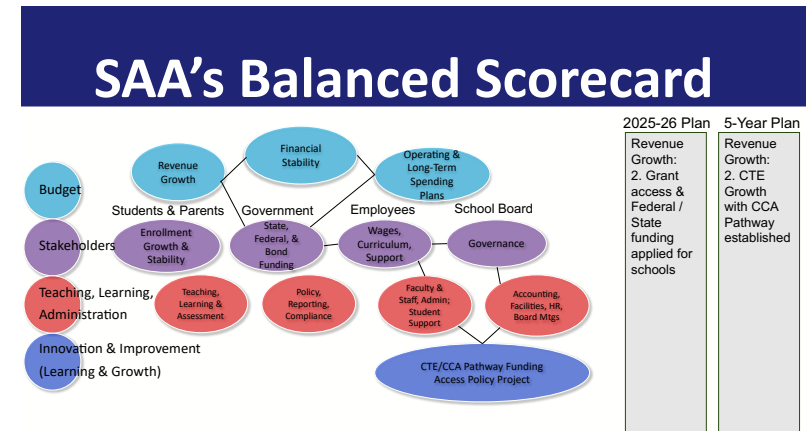
In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

SAA's 2025-26 1-Year Vision Plan

1. CTE/CCA Pathway Funding Access Policy Project

Category: Revenue Growth

Goal: Grant access & Federal/State funding applied for schools

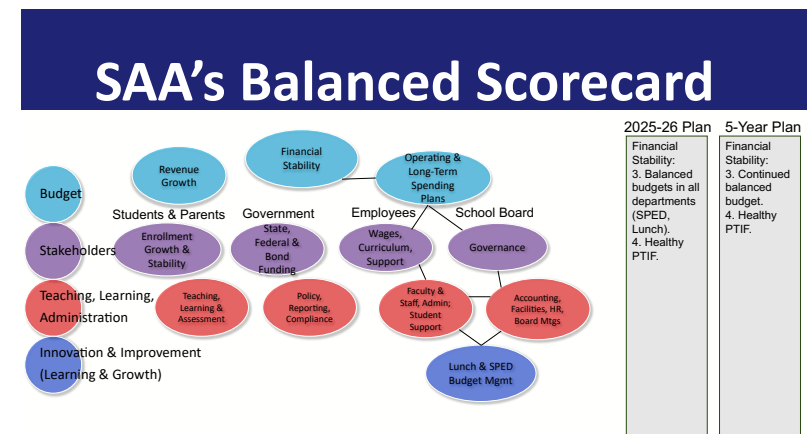


2. Lunch & SPED Budget Management

Category: Financial Stability

Goal: Balanced budgets in all departments (SPED, Lunch).

Goal: Healthy PTIF balance.



3. Close Specific Curriculum & Learning Gaps; ELL TSI Improvement; Curriculum Vetting & Selection Process

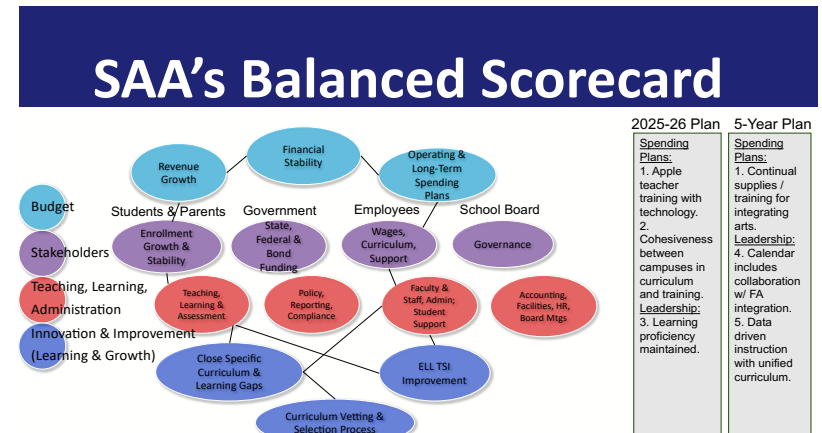
Category: Spending Plans

Goal: Apple teacher training with technology.

Goal: Cohesiveness between campuses in curriculum & training.

Category: Leadership

Goal: Learning proficiency maintained.



4. Build a business case for phased-in campus expansions

Category: Financial Stability

Goal: South Campus at full capacity.

Category: Spending Plans

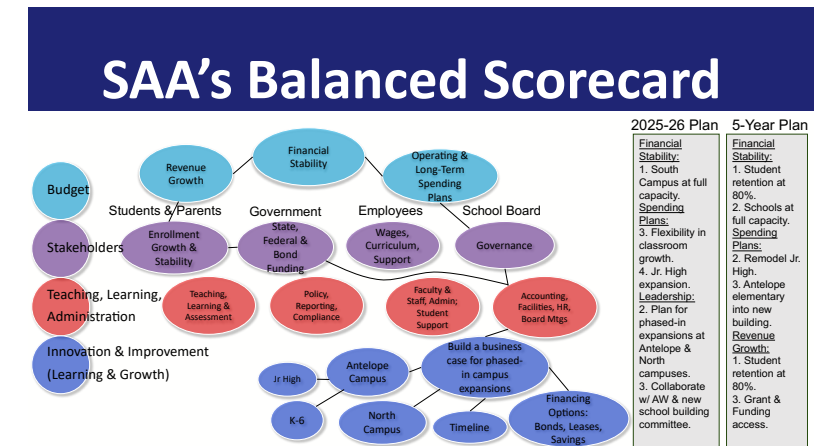
Goal: Flexibility in classroom growth.

Goal: Jr. High expansion

Category: Leadership

Goal: Plan for phased-in expansions at Antelope & North campuses.

Goal: Collaborate w/ AW & new school building committee.



5. Engaging Externally: Promote Learning Proficiency/MGP; Parent engagement

Overcoming Internal misperceptions: Salary Comparisons & Tangibles; Unity Across Campuses, Board, and AW

Category: Financial Stability

Goal: Marketing essentials setup for all schools.

Category: Revenue Growth

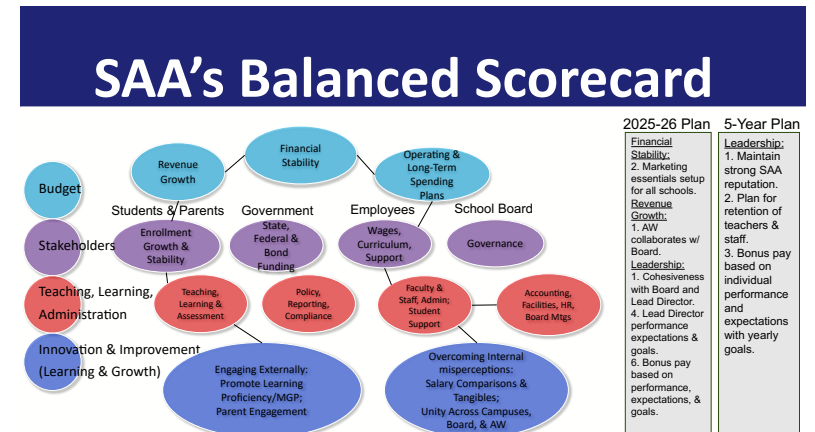
Goal: AW collaborates w/ Board.

Category: Leadership

Goal: Cohesiveness with Board and Lead Director.

Goal: Lead Director performance expectations & goals.

Goal: Bonus pay based on performance, expectations, & goals.





SAA Board of Directors Meeting Thursday, October 2, 2025

Action Item: 2025-2026 Snow Removal Rate Sheet(s)

Issue:

It has been recommended by Academica West's legal team that the School go through the procurement process annually for the snow removal for both campuses if they do not enter into a contract with the snow removal company.

Background:

The School determined that the current snow removal vendor was not meeting performance expectations, despite prior discussions with the Director. To address this, Kirk Blake from AW facilitated a comprehensive procurement process across all four campuses.

Following a thorough evaluation, Landscape Solutions was selected as the most cost-effective and reliable provider. Rates vary by campus based on the size of the service area—please refer to the attached quotes for details. The agreement includes a monthly snow removal management fee for the five-month period from November through March. Snow removal services will be initiated upon accumulation of two inches or more. Additional optional services have also been proposed.

In accordance with the School's procurement policy, at least two competitive quotes were obtained as part of this year's selection process.

Recommendation:

It is recommended that the board approve Landscape Solutions rate sheets for the Antelope Elementary, Jr. High, North and South Campuses as presented and allow the Lead Director to sign on behalf of the school.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Snow Removal 2025-2026

Prepared By: Jonathan Pooler

9/24/2025

For: Kirk Blake

Syracuse Arts Elementary

Thank you for contacting us about our snow removal services. Please review the following proposal which includes the services you requested, terms and conditions, and payment schedule (if applicable). We have also included pricing for optional services in the event of a heavy winter.

If you would like to meet with me at the site to further discuss your snow removal services, please reach out and we can schedule a meeting. If you have any questions or require additional information, please do not hesitate to call. I appreciate the opportunity to be of service to you and look forward to working with you in the future.

All proposals are subject to availability and valid until October 15th of current year. Proposals provided after October 15th are valid for 10 days.

Kind Regards,

Jonathan Pooler

801-870-4378

jon@letstalkdirt.com



Date: 09/24/2025

Syracuse Arts Elementary
2893 West 1700 South
Syracuse , UT 84075

Contact: Kirk Blake

Phone:

Email: kirk.blake@awservices.com

Prepared By: Jonathan Pooler

Email: jon@letstalkdirt.com

Phone:

Opportunity Number: 26602

<u>Contract Installment Services</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
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Snow Removal Management Fee

Snow Removal Management Fee	5	\$264.00	\$1,320.00
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Winter services preparation, management, and ongoing site monitoring of weather conditions. Includes items such as, snow staking property boundaries, building snow site maps for mobile crews, driver/operator training and pre-season property familiarization and truck & equipment pre-season preparation. Set up and staging of salt, ice melt, and brine products. 24/7 customer support and weather monitoring for dispatching crews at trigger amounts. Seasonal amount invoiced monthly during service contract.

Total Installment Services	\$1,320.00
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<u>Billed Upon Completion Services</u>	<u>Qty</u>	<u>Total \$</u>
---	-------------------	------------------------

Parking Lot Clearing

Snow clearing initiated at 2" accumulation.

Snow Plowing 1.0"-2.9"" accumulation	\$235.00
Snow Plowing 3.0"-5.9" accumulation	\$320.00
Snow Plowing 6.0"-11.9"" accumulation	\$425.00
Snow Plowing over 12" accumulation	\$540.00

<u>Time & Materials Services</u>	<u>Qty</u>	<u>Total \$</u>
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Sidewalk Clearing Rates

Snow clearing initiated at 2" accumulation.

Snow Clearing Walks Labor Rates

Invoiced at hourly rate with a 2 hour minimum charge.

<i>Shovel/Snow Blower</i>	1	\$65.00
<i>Side Walk ATV</i>	1	\$95.00



www.LetsTalkDirt.com
Phone: 801-261-1733 ~ Fax: 866-505-8620



Side Walk UTV

1

\$125.00

Ice Control Products

Sidewalk Ice Control Products

Applied during sidewalk clearing events.

Ice Melt per 50lb Bag

1

\$22.00

Liquid Brine Mix per gal

1

\$4.00

Bulk Road Salt

Minimum charge of \$85 per visit

Bulk Road Salt per lb

1

\$0.19

Optional

Qty

Total \$

Brine Application Drive Lanes and Parking Lots Pre-Treatment

1

\$250.00

Pre-treatment of anti-icing Liquid Brine solution on drive lanes and parking lots. Pre-treatment helps prevent snow and ice pack from bonding to surface from early traffic.

Liquid Brine Sidewalk Pre-Treatment

1

\$175.00

Pre-treatment of anti-icing Liquid Brine. Used on designated sidewalks and entryways. Pre-treatment helps prevent snow and ice pack from early traffic.

Snow Re-Stacking/Truck Loading Rate

1

\$140.00

Invoiced at hourly rate of **\$140.00 per hour**. (4 hour, \$560 minimum if equipment is not on site)

Snow Haul Off w/Dump Truck Rate

1

\$195.00

Invoiced at hourly rate of **\$195.00 per hour** for trucking. (2 hour minimum)



PAYMENT SCHEDULE

SCHEDULE	TOTAL PRICE
November	\$264.00
December	\$264.00
January	\$264.00
February	\$264.00
March	\$264.00
April	\$0.00
<hr/>	
\$1,320.00	

Terms and Conditions

It is agreed that Landscape Solutions, Inc. (hereinafter referred to as "LSI") shall provide Snow Removal Services for the Client. Snow Removal Services will be initiated when snow accumulation reaches the agreed upon depth of **2 inches** or more for the clients property. Client agrees to allow Landscape Solution's, Inc. to decide if services are warranted based upon snow accumulations and weather at the Clients particular location. Client understands that snow accumulations may vary throughout the city/area, and that accumulations in one section of the city/area are not necessarily indicative of the accumulation at the Clients particular location. Client also understands that drifting snow may necessitate services at their location, regardless of the total snowfall at the location.

It is agreed that, snow plowing fees are based on a per visit service or per monthly installment service, whichever is specified in contract. If multiple visits are required during a 24-hour period due to continuous snowfall, an additional service fee will be applied for per visit fee contracts only. Accumulations greater than 4" may result in additional charges to compensate for additional work required to clean the snow from lot for per visit fee contracts only.

Quoted rate is for services rendered during our regular service route, at which time all other accounts are being checked and/or serviced. Special requests for services (i.e. a request to plow a driveway or specific location mid-afternoon) will be subject to an additional charge.

Client agrees that plowing, shoveling, and/or the use of ice melt products at a particular location may not clear the area to "bare pavement", and that slippery conditions may continue to prevail even after being serviced. Client acknowledges that storms which bring snow, rain, sleet or ice, coupled with changing temperature conditions, can create dangerous and hazardous conditions which can occur suddenly, frequently and without warning, and that such conditions are difficult to prevent and/or correct. Client agrees that LSI shall not be held liable for any injury, medical and/or legal expenses resulting in accidents or injuries related to snow and/or ice to residents, tenants, pedestrians, animals, and/or vehicles visiting or passing through the property. Client also understands and agrees that LSI is not responsible and cannot be held liable for the thaw and freeze cycle, and that this naturally occurring event may cause ice to form or re-form on level and/or uneven surfaces.

It is agreed that LSI accepts no liability and shall not be held responsible for regular damage, such as wear and tear of speed bumps, protruding objects, and general scraping which is to be expected from snow removal services. If the Client elects to use deicing material on driveway or sidewalks, Client releases LSI from any obligation for damage to landscaping, plants, and/or hard surface areas.

Sidewalk snow plowing is selected as an option. Client understands that sidewalk crews may not be able to safely work if temperatures and wind conditions combine to make wind chill factors below zero (0) degrees Fahrenheit. Client agrees and understands that LSI reserves the right to stop working when severe conditions exist.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders. This estimate does not include material price increases, or additional labor and materials which may be required should any unforeseen problems arise after the work has started. In the event of an unforeseen increase in the price of fuel, LSI reserves the right to increase prices on contracts upon notification to client.

Terms: The terms of this agreement shall be from 11/1/2025 12:00:00 AM to 4/30/2026 12:00:00 AM . The parties agree that either party may terminate this agreement with or without cause upon 30 days written notice to the other party. Upon termination of this agreement, all monies for prorated services of monthly installment contracts, and regular services for per service/range billing contracts, that have already been rendered shall be due immediately.



Termination For Breach: The parties agree that either party may terminate this agreement in the event of a material breach. The breaching party will have thirty (30) days following receipt of written notice by the non-breaching party to remedy or desist the breach before the non-breaching party may terminate the agreement. Upon termination, all fees for services previously rendered will be due immediately. In the event of an early termination all prorated services will be billed according to the work that has been completed

Billing and Payment: For per service and range billing contracts Invoices will be submitted after each snow event. Monthly installment contracts will be billed at the first of each month. The total payment is due upon receipt of the invoice. A finance charge of 10% will be assessed on account balances after 30 days. A \$25.00 fee will be charged for all returned checks. We reserve the right to discontinue services at any time for any accounts that become past due.

Holiday Events: Client agrees that if a weather event occurs and requires services on any major Holiday (Thanksgiving, Christmas, Christmas Eve, New Years Eve, New Years Day, and/or Easter), Services will be billed at one and one-half times (1.5 times) the regular rate for all per service and range billing contracts.

Refusal of Services and Liability: If Client refuses services, LSI assumes no responsibility and/or liability for any injury or damages resulting from the refusal to remove snow or ice. LSI is also not responsible and/or liable for any injury or damages resulting from the removal of snow or ice by the Client and/or any other third party.

Mediation/Arbitration: Any dispute regarding the quality of Landscape Solutions, Inc.'s workmanship shall be referred to mediation or non-binding arbitration prior to the Client filing suit in a court of law.

Limitation of Liability: If any legal action arises out of this agreement, Landscape Solutions, Inc.'s liability to Customer shall be limited to the previous 60 days prior to the filing of the lawsuit. Customer shall not be entitled to recover from Landscape Solutions, Inc. any other type of damages whatsoever.

Attorney Fee Provision: Client understands and accepts that legal action may result in an attempt to enforce any provisions under this agreement. This includes without limitations: any lawyers' fees, and any costs and expenses of suit (or bringing suit), which may be passed on to the client.

Severability: In the event that any provision of this agreement is judged to be invalid by a court of competent jurisdiction, such judgment shall not affect the validity of any other provisions, and the remaining provisions shall remain in full force and effect.

Protection Against Liens and Civil Action: Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with either a real estate developer or an original contractor; (2) the original contractor was properly licensed or exempt from licensure under title 58, chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract. An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

Acceptance of Proposal: The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. Landscape Solutions, Inc. is hereby authorized to do the work as specified. Payment will be made as stated above

By _____

Jonathan Pooler

Date 9/24/2025

Landscape Solutions, Inc.

By _____

Date _____

Syracuse Arts Elementary



Snow Removal 2025-2026

Prepared By: Jonathan Pooler

9/24/2025

For: Kirk Blake

Syracuse Arts Jr.High Campus

Thank you for contacting us about our snow removal services. Please review the following proposal which includes the services you requested, terms and conditions, and payment schedule (if applicable). We have also included pricing for optional services in the event of a heavy winter.

If you would like to meet with me at the site to further discuss your snow removal services, please reach out and we can schedule a meeting. If you have any questions or require additional information, please do not hesitate to call. I appreciate the opportunity to be of service to you and look forward to working with you in the future.

All proposals are subject to availability and valid until October 15th of current year. Proposals provided after October 15th are valid for 10 days.

Kind Regards,

Jonathan Pooler

801-870-4378

jon@letstalkdirt.com



Date: 09/24/2025

Syracuse Arts Jr.High Campus
2965 West 1700 South
Syracuse , UT 84075

Contact: Kirk Blake

Phone:

Email: kirk.blake@awservices.com

Prepared By: Jonathan Pooler

Email: jon@letstalkdirt.com

Phone:

Opportunity Number: 26606

<u>Contract Installment Services</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
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Snow Removal Management Fee

Snow Removal Management Fee	5	\$465.00	\$2,325.00
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Winter services preparation, management, and ongoing site monitoring of weather conditions. Includes items such as, snow staking property boundaries, building snow site maps for mobile crews, driver/operator training and pre-season property familiarization and truck & equipment pre-season preparation. Set up and staging of salt, ice melt, and brine products. 24/7 customer support and weather monitoring for dispatching crews at trigger amounts. Seasonal amount invoiced monthly during service contract.

Total Installment Services	\$2,325.00
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<u>Billed Upon Completion Services</u>	<u>Qty</u>	<u>Total \$</u>
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Parking Lot Clearing

Snow clearing initiated at **2" accumulation**.

Snow Plowing 1.0"-2.9"" accumulation	\$386.00
Snow Plowing 3.0"-5.9" accumulation	\$535.00
Snow Plowing 6.0"-11.9"" accumulation	\$710.00
Snow Plowing over 12" accumulation	\$895.00

<u>Time & Materials Services</u>	<u>Qty</u>	<u>Total \$</u>
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Sidewalk Clearing Rates

Snow clearing initiated at **2" accumulation**.

Snow Clearing Walks Labor Rates

Invoiced at hourly rate with a 2 hour minimum charge.

<i>Shovel/Snow Blower</i>	1	\$65.00
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www.LetsTalkDirt.com
Phone: 801-261-1733 ~ Fax: 866-505-8620



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1

\$125.00

Ice Control Products

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Applied during sidewalk clearing events.

Ice Melt per 50lb Bag

1

\$22.00

Liquid Brine Mix per gal

1

\$4.00

Bulk Road Salt

Minimum charge of \$85 per visit

Bulk Road Salt per lb

1

\$0.19

Optional

Qty

Total \$

Brine Application Drive Lanes and Parking Lots Pre-Treatment

1

\$250.00

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\$330.00

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\$140.00

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Snow Haul Off w/Dump Truck Rate

1

\$195.00

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PAYMENT SCHEDULE

SCHEDULE	TOTAL PRICE
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By _____

Jonathan Pooler

Date 9/24/2025

Landscape Solutions, Inc.

By _____

Date

Syracuse Arts Jr.High Campus



Snow Removal 2025-2026

Prepared By: Victor Camargo

9/24/2025

For: Kirk Blake

North Campus

Thank you for contacting us about our snow removal services. Please review the following proposal which includes the services you requested, terms and conditions, and payment schedule (if applicable). We have also included pricing for optional services in the event of a heavy winter.

If you would like to meet with me at the site to further discuss your snow removal services, please reach out and we can schedule a meeting. If you have any questions or require additional information, please do not hesitate to call. I appreciate the opportunity to be of service to you and look forward to working with you in the future.

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Kind Regards,

Victor Camargo

801 906-3343

victor@letstalkdirt.com



Date: 09/24/2025

North Campus
357 South 1550 West
Syracuse , UT 84075

Contact: Kirk Blake

Phone:

Email: kirk.blake@awservices.com

Prepared By: Victor Camargo

Email: victor@letstalkdirt.com

Phone: 801-906-3343

Opportunity Number: 26594

<u>Contract Installment Services</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
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Snow Removal Management Fee

Snow Removal Management Fee	5	\$240.00	\$1,200.00
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Total Installment Services	\$1,200.00
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<u>Billed Upon Completion Services</u>	<u>Qty</u>	<u>Total \$</u>
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Parking Lot Clearing

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Snow Plowing 1.0"-2.9"" accumulation	\$199.00
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Snow Plowing 6.0"-11.9"" accumulation	\$399.00
Snow Plowing over 12" accumulation	\$510.00

<u>Time & Materials Services</u>	<u>Qty</u>	<u>Total \$</u>
--------------------------------------	------------	-----------------

Sidewalk Clearing Rates

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Phone: 801-261-1733 ~ Fax: 866-505-8620



Side Walk UTV

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Ice Control Products

Sidewalk Ice Control Products

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Ice Melt per 50lb Bag

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\$22.00

Liquid Brine Mix per gal

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\$4.00

Bulk Road Salt

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Bulk Road Salt per lb

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\$0.19

Optional

Qty

Total \$

Brine Application Drive Lanes and Parking Lots Pre-Treatment

1

\$200.00

Pre-treatment of anti-icing Liquid Brine solution on drive lanes and parking lots. Pre-treatment helps prevent snow and ice pack from bonding to surface from early traffic.

Liquid Brine Sidewalk Pre-Treatment

1

\$150.00

Pre-treatment of anti-icing Liquid Brine. Used on designated sidewalks and entryways. Pre-treatment helps prevent snow and ice pack from early traffic.

Snow Re-Stacking/Truck Loading Rate

1

\$140.00

Invoiced at hourly rate of **\$140.00 per hour**. (4 hour, \$560 minimum if equipment is not on site)

Snow Haul Off w/Dump Truck Rate

1

\$195.00

Invoiced at hourly rate of **\$195.00 per hour** for trucking. (2 hour minimum)



PAYMENT SCHEDULE

SCHEDULE	TOTAL PRICE
November	\$240.00
December	\$240.00
January	\$240.00
February	\$240.00
March	\$240.00
April	\$0.00
<hr/>	
\$1,200.00	

Terms and Conditions

It is agreed that Landscape Solutions, Inc. (hereinafter referred to as "LSI") shall provide Snow Removal Services for the Client. Snow Removal Services will be initiated when snow accumulation reaches the agreed upon depth of **2 inches** or more for the clients property. Client agrees to allow Landscape Solution's, Inc. to decide if services are warranted based upon snow accumulations and weather at the Clients particular location. Client understands that snow accumulations may vary throughout the city/area, and that accumulations in one section of the city/area are not necessarily indicative of the accumulation at the Clients particular location. Client also understands that drifting snow may necessitate services at their location, regardless of the total snowfall at the location.

It is agreed that, snow plowing fees are based on a per visit service or per monthly installment service, whichever is specified in contract. If multiple visits are required during a 24-hour period due to continuous snowfall, an additional service fee will be applied for per visit fee contracts only. Accumulations greater than 4" may result in additional charges to compensate for additional work required to clean the snow from lot for per visit fee contracts only.

Quoted rate is for services rendered during our regular service route, at which time all other accounts are being checked and/or serviced. Special requests for services (i.e. a request to plow a driveway or specific location mid-afternoon) will be subject to an additional charge.

Client agrees that plowing, shoveling, and/or the use of ice melt products at a particular location may not clear the area to "bare pavement", and that slippery conditions may continue to prevail even after being serviced. Client acknowledges that storms which bring snow, rain, sleet or ice, coupled with changing temperature conditions, can create dangerous and hazardous conditions which can occur suddenly, frequently and without warning, and that such conditions are difficult to prevent and/or correct. Client agrees that LSI shall not be held liable for any injury, medical and/or legal expenses resulting in accidents or injuries related to snow and/or ice to residents, tenants, pedestrians, animals, and/or vehicles visiting or passing through the property. Client also understands and agrees that LSI is not responsible and cannot be held liable for the thaw and freeze cycle, and that this naturally occurring event may cause ice to form or re-form on level and/or uneven surfaces.

It is agreed that LSI accepts no liability and shall not be held responsible for regular damage, such as wear and tear of speed bumps, protruding objects, and general scraping which is to be expected from snow removal services. If the Client elects to use deicing material on driveway or sidewalks, Client releases LSI from any obligation for damage to landscaping, plants, and/or hard surface areas.

Sidewalk snow plowing is selected as an option. Client understands that sidewalk crews may not be able to safely work if temperatures and wind conditions combine to make wind chill factors below zero (0) degrees Fahrenheit. Client agrees and understands that LSI reserves the right to stop working when severe conditions exist.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders. This estimate does not include material price increases, or additional labor and materials which may be required should any unforeseen problems arise after the work has started. In the event of an unforeseen increase in the price of fuel, LSI reserves the right to increase prices on contracts upon notification to client.

Terms: The terms of this agreement shall be from 11/1/2025 12:00:00 AM to 4/30/2026 12:00:00 AM . The parties agree that either party may terminate this agreement with or without cause upon 30 days written notice to the other party. Upon termination of this agreement, all monies for prorated services of monthly installment contracts, and regular services for per service/range billing contracts, that have already been rendered shall be due immediately.



Termination For Breach: The parties agree that either party may terminate this agreement in the event of a material breach. The breaching party will have thirty (30) days following receipt of written notice by the non-breaching party to remedy or desist the breach before the non-breaching party may terminate the agreement. Upon termination, all fees for services previously rendered will be due immediately. In the event of an early termination all prorated services will be billed according to the work that has been completed

Billing and Payment: For per service and range billing contracts Invoices will be submitted after each snow event. Monthly installment contracts will be billed at the first of each month. The total payment is due upon receipt of the invoice. A finance charge of 10% will be assessed on account balances after 30 days. A \$25.00 fee will be charged for all returned checks. We reserve the right to discontinue services at any time for any accounts that become past due.

Holiday Events: Client agrees that if a weather event occurs and requires services on any major Holiday (Thanksgiving, Christmas, Christmas Eve, New Years Eve, New Years Day, and/or Easter), Services will be billed at one and one-half times (1.5 times) the regular rate for all per service and range billing contracts.

Refusal of Services and Liability: If Client refuses services, LSI assumes no responsibility and/or liability for any injury or damages resulting from the refusal to remove snow or ice. LSI is also not responsible and/or liable for any injury or damages resulting from the removal of snow or ice by the Client and/or any other third party.

Mediation/Arbitration: Any dispute regarding the quality of Landscape Solutions, Inc.'s workmanship shall be referred to mediation or non-binding arbitration prior to the Client filing suit in a court of law.

Limitation of Liability: If any legal action arises out of this agreement, Landscape Solutions, Inc.'s liability to Customer shall be limited to the previous 60 days prior to the filing of the lawsuit. Customer shall not be entitled to recover from Landscape Solutions, Inc. any other type of damages whatsoever.

Attorney Fee Provision: Client understands and accepts that legal action may result in an attempt to enforce any provisions under this agreement. This includes without limitations: any lawyers' fees, and any costs and expenses of suit (or bringing suit), which may be passed on to the client.

Severability: In the event that any provision of this agreement is judged to be invalid by a court of competent jurisdiction, such judgment shall not affect the validity of any other provisions, and the remaining provisions shall remain in full force and effect.

Protection Against Liens and Civil Action: Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with either a real estate developer or an original contractor; (2) the original contractor was properly licensed or exempt from licensure under title 58, chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract. An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

Acceptance of Proposal: The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. Landscape Solutions, Inc. is hereby authorized to do the work as specified. Payment will be made as stated above

By _____

Victor Camargo

Date 9/24/2025

Landscape Solutions, Inc.

By _____

Date

North Campus





3955 West 700 South
Salt Lake City, UT 84104

Snow Removal 2025-2026

Prepared By: Jonathan Pooler

9/24/2025

For: Kirk Blake

South Campus Syracuse Arts Academy

Thank you for contacting us about our snow removal services. Please review the following proposal which includes the services you requested, terms and conditions, and payment schedule (if applicable). We have also included pricing for optional services in the event of a heavy winter.

If you would like to meet with me at the site to further discuss your snow removal services, please reach out and we can schedule a meeting. If you have any questions or require additional information, please do not hesitate to call. I appreciate the opportunity to be of service to you and look forward to working with you in the future.

All proposals are subject to availability and valid until October 15th of current year. Proposals provided after October 15th are valid for 10 days.

Kind Regards,

Jonathan Pooler

801-674-0808

jon@letstalkdirt.com



www.LetsTalkDirt.com
Phone: 801-261-1733 ~ Fax: 866-505-8620



Date: 09/24/2025

South Campus Syracuse Arts Academy
2211 West 3060 South
Syracuse , UT 84075

Contact: Kirk Blake

Phone:

Email: kirk.blake@awservices.com

Prepared By: Jonathan Pooler

Email: jon@letstalkdirt.com

Phone:

Opportunity Number: 26605

<u>Contract Installment Services</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
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Snow Removal Management Fee

Snow Removal Management Fee	5	\$386.00	\$1,930.00
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Winter services preparation, management, and ongoing site monitoring of weather conditions. Includes items such as, snow staking property boundaries, building snow site maps for mobile crews, driver/operator training and pre-season property familiarization and truck & equipment pre-season preparation. Set up and staging of salt, ice melt, and brine products. 24/7 customer support and weather monitoring for dispatching crews at trigger amounts. Seasonal amount invoiced monthly during service contract.

Total Installment Services	\$1,930.00
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<u>Billed Upon Completion Services</u>	<u>Qty</u>	<u>Total \$</u>
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Parking Lot Clearing

Snow clearing initiated at 2" accumulation.

Snow Plowing 1.0"-2.9"" accumulation	\$335.00
Snow Plowing 3.0"-5.9" accumulation	\$460.00
Snow Plowing 6.0"-11.9"" accumulation	\$610.00
Snow Plowing over 12" accumulation	\$770.00

<u>Time & Materials Services</u>	<u>Qty</u>	<u>Total \$</u>
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Sidewalk Clearing Rates

Snow clearing initiated at 2" accumulation.

Snow Clearing Walks Labor Rates

Invoiced at hourly rate with a 2 hour minimum charge.

<i>Shovel/Snow Blower</i>	1	\$65.00
<i>Side Walk ATV</i>	1	\$95.00



www.LetsTalkDirt.com
Phone: 801-261-1733 ~ Fax: 866-505-8620



Side Walk UTV

1

\$125.00

Ice Control Products

Sidewalk Ice Control Products

Applied during sidewalk clearing events.

Ice Melt per 50lb Bag

1

\$22.00

Liquid Brine Mix per gal

1

\$4.00

Bulk Road Salt

Minimum charge of \$85 per visit

Bulk Road Salt per lb

1

\$0.19

Optional

Qty

Total \$

Brine Application Drive Lanes and Parking Lots Pre-Treatment

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Acceptance of Proposal: The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. Landscape Solutions, Inc. is hereby authorized to do the work as specified. Payment will be made as stated above

By _____

Jonathan Pooler

Date 9/24/2025

Landscape Solutions, Inc.

By _____

Date

South Campus Syracuse Arts
Academy



[Back to Agenda](#)



SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Hotline Complaint Policy*

Issue:

The School is required to have a Hotline Complaint Policy.

Background:

R277-123 requires each school to have on its website a link to the school's local education hotline or a link to the USBE's public education hotline so that the public can report alleged violations. The school does not have its own local hotline but does have a link on its website to the USBE's public education hotline. R277-123 also now requires each school to adopt a hotline complaint policy.

Per R277-123, this policy must establish how a school will respond to hotline complaints and contain steps a school must go through when responding to such complaints. The proposed Hotline Complaint Policy tracks the requirements in R277-123. It also explains that if a hotline complaint received by the school should have been addressed via the school's applicable grievance policy, the school may inform the USBE's Internal Audit Department (the department who handles USBE hotline complaints). This policy emphasizes that complainants should not use the hotline to bypass the school's grievance policies.

Recommendation:

It is recommended that the Board approve the Hotline Complaint Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Syracuse Arts Academy Hotline Complaint Policy



PURPOSE

The purpose of this policy is to outline, in accordance with Utah Administrative Code R277-123-7, how Syracuse Arts Academy (the “School”) responds to and resolves Utah State Board of Education (“USBE”) public education hotline complaints received as referrals from the USBE Internal Audit Department.

POLICY

After the School receives a hotline complaint, if contact information for the complainant is available, designated School personnel will contact the complainant promptly and document (a) the School personnel that contacted the complainant; (b) the type of contact made (phone, email, etc.); (c) the date of the contact; and (d) the resolution of the concern or action steps to be taken.

The School will make at least two good faith attempts to contact a complainant when contact information is available.

The School will investigate, respond to, and attempt to resolve hotline complaints in accordance with the requirements set forth in R277-123-7 and School policy. If the School determines that a hotline complaint should have been addressed by way of the School’s applicable grievance policy, the School may inform the USBE Internal Audit Department. To the extent allowed by R277-123 and applicable law, complainants should not use the hotline to bypass the School’s grievance policies.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



HOTLINE TRAINING ACKNOWLEDGEMENT

Training Link: <https://www.youtube.com/watch?v=gwbqoAHS0rI>

This training explains the requirements of Utah Board Rule [R277-123](#), which establishes an optional process for reporting violations of statute and rule in public education. It outlines how the Public Education Hotline and LEA-level hotlines function, the responsibilities of the Utah State Board of Education's Internal Audit Department, and the duties of local boards and LEA administrators in receiving, investigating, and resolving hotline complaints.

ACKNOWLEDGMENT

By signing below, I confirm that I have completed this training.

Signature _____
Mary Johnston

_____ *Date*

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)



SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Amending Building Rental Policy*

Issue:

Amending the School's Building Rental Policy.

Background:

The school seeks greater flexibility in its Buildings & Facilities Rental Policy and would like to make modest increases in supervisory staff and other staff fees to ensure that the school does not operate at a financial loss with respect to its building rentals. The proposed amendments to the policy include giving administration the discretion to allow school employees to use the facilities at a reduced fee or for no fee; specifying that the POEC may use the school's buildings free of rental charges but may be expected to pay for supervisory staff required for the event (this is already occurring); giving administration more discretion with respect to what type of supervision will be required during building rentals; increasing the hourly rate by \$5 per hour for supervisory and other staff; and allowing the Lead Director or Board to authorize individual exceptions to the policy if they feel an exception is appropriate under the circumstances.

Recommendation:

It is recommended that the Board approve the Amended Building Rental Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Syracuse Arts Academy

Buildings & Facilities Rental Policy



PURPOSE

The purpose of this policy is to establish procedures for the use of Syracuse Arts Academy's (the "School") buildings and facilities by outside individuals and groups.

POLICY

In accordance with state law, the School's facilities are available for use as a "civic center" when such use does not interfere with a School function or purpose, does not violate any applicable law or regulation, and does not otherwise impose an unreasonable burden on the School or expose the School or participants to unreasonable risk.

Any permission to use School facilities is granted pursuant to Utah Code § 53G-7-209 and -210 and is considered a permit for governmental immunity purposes under Utah Code § 63G-7-201(4)(c). The School therefore has full governmental immunity under the Governmental Immunity Act of Utah for claims arising in connection with such use of the facilities. In addition, in accordance with Utah Code § 78B-4-517, the School is immune from civil liability for damages or an injury resulting from exposure of an individual to COVID-19 on the premises owned or operated by the School or during an activity managed by the School. However, the School's immunity under Utah Code § 78B-4-517 does not apply to any willful misconduct, reckless infliction of harm, or intentional infliction of harm by the School. In an effort to maintain this immunity, the School will comply with Davis County Health Department and Utah Department of Health orders, regulations, and guidelines related to COVID-19 and applicable to the School.

PROCEDURES

Fees for the use of facilities shall be charged as outlined in this ~~P~~policy. A down payment may be collected prior to use, with the outstanding balance due at the conclusion of the rental.

A Buildings and Facilities Use Agreement must be signed by the user prior to the date of use.

Usage time shall initially be computed from the time of requested opening to anticipated closing of the doors. Closing time shall be the time when all persons associated with the use have left the building, and the fee will be adjusted for additional time used. Persons lingering in the building are the user's responsibility.

Equipment, keys, and property shall not be loaned or removed from the building.

Facilities such as computer lab, media center, or kitchen shall not be used unless approved by the Campus Principal and School personnel are present during the entire time of the function.

Buildings and facilities may not be used without adequate School supervision as determined by the Campus Principal. The assigned supervisor is responsible for oversight of the buildings and facilities while in use.

In addition to the staff supervision provided by the School, all use groups must provide supervision to maintain order and prevent damage to or loss of School property.

Any individual or entity using the buildings or facilities for commercial purposes must provide, before the use, a Certificate of Insurance evidencing public liability coverage of one million dollars (\$1,000,000) per occurrence and naming the School as an additional insured. For purposes of this policy, commercial purposes includes any event for which admission is charged.

The user must comply (and ensure that all its guests and patrons comply) with any applicable standards of safety and behavior of the School; current Davis County Health Department and Utah Department of Health orders, regulations, and guidelines; and Utah law. Violation of any of these standards is grounds for termination of the use agreement and the immediate removal of individuals associated with the use. Violation may result in the forfeiting of all deposits, and additional charges may be assessed.

Additional fees may be charged for use of School equipment (spotlights, DVD players and televisions, microphones, etc.) and supplies.

The Lead Director may establish conditions of use intended to protect the buildings and facilities from damage or unreasonable wear and tear.

Users shall pay for any damage to the facilities or School equipment caused by their use.

FEES

Except where the administration has discretion under this ~~P~~policy, users will be charged fees as set forth in the Fee Schedule below, which is subject to periodic review and revision.

The school's Parent Organization and individual classes may use the buildings and facilities free of rental charges for qualifying school-related activities, but the Parent Organization may be expected to pay for the supervisory school staffing required for the event. Such use must be approved by and coordinated with the School's Campus Principal. These activities must be approved by the Campus Principal before notice of the event is distributed.

Commercial rates apply to any entity or individual that charges admission to the event. Charitable and nonprofit rates apply to nonprofit organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, and any other entity or individual that does not charge admission to the event. Rates for public agencies such as cities, counties, school districts, and other charter schools will be determined by an interlocal agreement. The Campus Principal may grant free use of the buildings and facilities to public agencies and nonprofit organizations at the Campus Principal's discretion when the use will not create additional expense for the School. The Campus Principal also has discretion to allow School staff to use the buildings and facilities for a reduced fee or no fee.

Security Deposit

At the discretion of the Campus Principal, the user may be charged a refundable security deposit of up to \$500. The Campus Principal shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved. Security deposits shall be paid by the user in a separate check and deposited by the School.

Following the use period, the Campus Principal or designee shall inspect the building or facility for damage or mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit, and the remaining security deposit shall be refunded to the user. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded.

Personnel

At least one School staff member must be present during any use of the buildings and facilities unless the Campus Principal determines that this is not necessary or an exception in this policy applies. The Campus Principal will set the fee based on the number and type of personnel required for a particular activity. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

Users must pay for any additional custodial services that are required, which services are charged at up to \$25 per hour.

At least one staff member is required for use of the kitchen.

At least one School tech crew advisor is required for use of School sound and lighting equipment. Users requiring greater tech support will require the use of the School's tech crew.

COMMERCIAL, CHARITABLE/NONPROFIT, AND PUBLIC AGENCY BUILDINGS AND FACILITIES USE FEE SCHEDULES

Buildings and Facilities Use Fee Schedule				
FACILITY	Commercial Rate	Charitable/Nonprofit Rate	Public Agency Rate	Supervisory Staff Fees
Amphitheater (see attached Amphitheater Fee Schedule)	\$200/hr	\$100/hr	By Agreement	\$35 40/hr/supervisor
Parking Lot	\$40/day	\$10/day	By Agreement	N/A
Junior High Auditorium	\$175/hr	\$75/hr	By Agreement	\$35 40/hr/supervisor
Cafeteria (Seating Area Only)	\$125/hr	\$50/hr	By Agreement	\$35 40/hr/supervisor

Buildings and Facilities Use Fee Schedule				
FACILITY	Commercial Rate	Charitable/Nonprofit Rate	Public Agency Rate	Supervisory Staff Fees
Gymnasium	\$125/hr	\$50/hr	By Agreement	\$35 40/hr/supervisor
Outdoor Athletic Field	\$40/hr	\$20/hr	By Agreement	N/A
Outdoor Restrooms (Antelope Campus Only)	\$50/flat rate	\$50 flat rate	By Agreement	\$35 40/hr/supervisor
Kitchen	\$125/hr	\$50/hr	By Agreement	\$35 40/hr/supervisor & \$20 25/hr/kitchen staff
Classroom (each)	\$40/hr	\$20/hr	By Agreement	\$35 40/hr/supervisor

ADDITIONAL INFORMATION AND REQUIREMENTS FOR BUILDINGS AND FACILITIES RENTALS

Supervisory and Other Staff Fees

Supervisory staff fees are in addition to the normal rental fee. If additional staff beyond one supervisory staff member is needed for an event, users must pay ~~\$25~~30 per hour per additional staff member.

Parking Lot

Users must provide their own supervision for parking lot rentals. No supervision will be provided by the School. Users will not be allowed access to the inside of the building during parking lot rentals. If access to an exterior restroom is needed during a parking lot rental, the outdoor restrooms rental fee must be paid as well as ~~\$35~~40 per hour for a staff supervisor. Parking lot area must be cleaned after the event or a custodial fee will be added at ~~\$20~~25 per hour.

Outside Athletic Field

Users must provide their own supervision for outside athletic field rentals. No supervision will be provided by the School. Users will not be allowed access to the inside of the building during outside athletic field rentals. If access to an exterior restroom is needed during an outside athletic field rental, the outdoor restrooms rental fee must be paid as well as ~~\$35~~40 per hour for a staff supervisor. Outside athletic field area must be cleaned after the event or a custodial fee will be added at ~~\$20~~25 per hour.

Cafeteria (Seating Area Only)

Cafeteria rentals do not include the use of the kitchen or food preparation area. If the kitchen or food preparation area is needed in connection with a cafeteria rental, the kitchen rental fee must be paid as well as ~~\$35~~40 per hour for a staff supervisor and ~~\$20~~25 per hour for a School kitchen staff member. Also, the sound system in the cafeteria requires a trained staff member to provide tech support.

Junior High Auditorium

Junior High Auditorium rentals include ~~\$35~~40 per hour for a staff supervisor/tech support in addition to the rental fee. Maximum capacity of the auditorium is 336, as per Fire Code Regulations. If attendees reach that number, the supervising staff member will not allow additional attendees to enter the auditorium for the event. Latex items are not allowed in the auditorium as some attendees or supervising staff may have severe allergic reactions. Glitter or other “messy” items are also not allowed in the auditorium.

Gymnasium

Gymnasium rentals include ~~\$35~~40 per hour for a staff supervisor in addition to the rental fee. Users are required to supervise their attendees and not allow access to the rest of the building. Sound and video systems in the gymnasium requires a trained staff member to operate and provide tech support.

Insurance

For any individual or entity using the building or facilities for a commercial purpose, a certificate of insurance evidencing public liability coverage of one million dollars (\$1,000,000) per occurrence and naming the School as an additional insured must be provided before the use.

Exceptions

Either the Lead Director or the Board may authorize individual exceptions to this policy if they, in their sole discretion, feel an exception is appropriate under the circumstances



Syracuse
ARTS ACADEMY

AMPHITHEATER FEE SCHEDULE FACILITY RENTAL

<u>Commercial</u> \$200.00/hr.	<u>Charitable/Nonprofit</u> \$100.00/hr.
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- All rentals are charged on an hourly basis, with a three (3) hour minimum
- Rental hours are calculated based on when the facility will be in use
- Additional **\$50.00** cleaning/damage deposit; refundable upon favorable inspection at the close of the event
- Facility rental for both Commercial and Charitable/Nonprofit includes:
 - ★ Use of the stage, seating, grass area, loading area, inside facilities, and outside restrooms
 - ★ Basic Sound Package
 - ★ Basic Lighting Package
 - ★ Trash Receptacles

ADDITIONAL SET UP FEES

- A fee of \$25.00 hr. is charged for additional set up hours. The Technical Director will determine which hours will be classified as Rental and Set Up.

<u>Audio</u>	<u>Lighting</u>
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Basic Sound Package: Included in Rental Fee

- Installed PA system
- Connection for iPod, MP3, or phone to system
- One wireless handheld microphone

Basic Lighting Package: Included in Rental Fee

- Use of existing presets
- No special or follow spots
- Additional School Lighting: **\$50.00/hr.**
(based on time to program and run lights, etc.)

Medium Sound Package: \$50.00/day

- Includes Basic Sound Package
- Up to 10 inputs
- Two (2) stage monitors

LED Video Wall

- \$50 per LED panel
- Up to 60 LED panels
- Each LED panel is 2' x 2'

Large Sound Package: \$100.00/day

- Includes Basic Sound Package
- Up to 32 inputs
- Six (6) stage monitors

Additional Lighting/Sound

Additional professional lighting/sound equipment may be rented from a separate lighting/sound contractor at the expense of the individual/entity renting the facility.

Wireless Microphones:

- \$20.00/day on the first day
- \$15.00/day on subsequent days
- Limit eight (8)

Costs for Additional Staff: \$2530.00/hr. (per staff member)

- Ushers/Crowd supervisors
- Ticket sellers/takers
- Additional lighting/sound technicians
- Custodians
- Police (charged at the police hourly rate)
- Other staff as needed per agreement

PAYMENT/INSURANCE/CANCELLATION REQUIREMENTS

- If the amphitheater is being used by an individual or entity for a commercial purpose, a certificate of insurance evidencing public liability coverage of one million dollars (\$1,000,000) per occurrence and naming the School as an additional insured must be provided before the use.

- A deposit of 25% of estimated rental fees is required to hold future dates. Rental cost estimates will be available from the School within five (5) business days of “Show Ticket” being received by the School.
- 50% of the total rental fee and a \$50 cleaning deposit (refundable if inspection is favorable) are due at the time of signing the rental agreement. The down payment of the rental fee will go toward the total payment of the rental.
- The requested dates in the agreement will not be scheduled until the rental agreement is signed by both parties and the initial payment is paid.
- Cancellations or rescheduling may take place with a 48-hour prior notice from either party unless initiated by order of the Davis County Health Department or Utah Department of Health.

Additional services from Syracuse Arts Academy Amphitheater may incur added costs. All services must be approved by the Technical Director at least two (2) weeks prior to the start of the event.

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SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Amending SLT Council Membership & Election Procedures*

Issue:

Amending the School LAND Trust Council Membership and Election Procedures.

Background:

The Utah State Board of Education (USBE) recently updated its model Charter Trust Land Council Election Procedures and is recommending that Charter School Boards adopt them to ensure compliance. While the model procedures allows for some flexibility, the administration has collaboratively reviewed the options and developed a recommendation tailored to accommodate specific needs and operational context of the LEA.

Recommendation:

It is recommended that the Board approve the Amended School LAND Trust Council Membership & Election Procedures.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



School LAND Trust Council Membership & Election Procedures

Syracuse Arts Academy (the “School”) has established a Charter LAND Trust Council (the “LAND Council”) to prepare a plan for the use of School LAND Trust Program money in accordance with state law and administrative rule.

1. **LAND Council Size & Composition.** The LAND Council shall consist of no fewer than five (5) and no more than thirteen (13) members. The LAND Council shall determine the size of its membership by a majority vote. The number of LAND Council members who are parents or grandparents of students actively enrolled at the School *shall* exceed all other members combined by at least two.
 - a. If the School’s governing board meets the size and composition requirements above, the governing board will serve as the LAND Council.
 - b. If the governing board does not serve as the Council, the Council shall consist of the specific number of parents/grandparents. In addition, membership may also include Campus Principal, staff members, and/or Lead Director that desire to serve on the Council.
2. **Election Procedures for Parents/Grandparents.** On or before October 1st each year, the Campus Principal will notify parents/guardians about Council membership opportunities and the necessary steps to become a member. Notification will be posted on website and school newsletter as well as the Parent Teacher Conference in September.
 - a. If the number of interested individuals exceeds the number of open positions, an election will take place. If an election is required, the school will notify families of the election process at least ten (10) days before voting commences.
 - i. Only parents of students currently attending the school are eligible to vote.
 - ii. Each parent will be given one (1) vote regardless of the number of family members that attend the school.
 - iii. Voting by secret ballot will be done through Google Forms and instructions for voting (including when voting opens/closes, submission information as well as the candidate list will be included in the election notice described in paragraph 2(a) above.

- iv. Absentee voting is not allowed.
 - v. If two or more candidates receive the same number of votes, the person who informed the Campus Principal of their desire to serve first, based on date and time of email to Campus Principal, will be given the place on the Council. Notice of desire stated in paragraph 2(a) above.
 - vi. The Campus Principal will oversee the election to ensure compliance with these election procedures.
- b. If the number of interested individuals is less than or equal to the number of open positions, an election is not required. Appointments by Campus Principal will be made to fill any open seats.
3. **Parent/Grandparent Terms.** Terms shall be a 2-year term, and members are eligible for re-election. See paragraph (1) for eligibility to serve.
4. **Staff and Other Members Terms.** Terms shall be a 1-year term, and members are eligible for re-election.
5. **Officers.** Once established, the Council members shall elect from its membership a parent or grandparent of a student enrolled at the school to serve as Chair. The Campus Principal may not hold an officer position.
6. **Filling Vacancies.** If a Council member resigns a replacement will be appointed by the Campus Principal using the elections list if an election was held. If no election was held then the Campus Principal will appoint a willing parent/grandparent to finish the incomplete term if the Council is not a parent majority or less than five (5) Council members.
7. **Quorum.** A quorum consists of a majority of the current members of the Council.
8. **Meetings.** The Chair shall schedule, provide notice, and convene the meetings of the Council consistent with the School Community Council Open and Public Meeting Act, 53G-7-1203.
9. **Council Responsibilities.** In accordance with state board rule regarding Charter Trust LAND Council expenditures and funding limits, a Council shall:
- a. Prepare a plan for the use of School LAND Trust Program money.
 - b. Work with students, families, and educators and hold at least an annual discussion with charter school administrators to develop and incorporate safety principles at the school level.
 - c. Provide input to the Campus Principal on a Positive Behaviors Plan.

- ~~2. **Election Procedures.** If the School's governing board does not serve as the LAND Council, membership shall consist of the required number of parents or grandparents of students, the School's director, and may also include other School employees.~~
- ~~3.—~~
- ~~4. The School will notify parents/guardians about the LAND Council and provide information on becoming a member of the School's LAND Council.~~
- ~~5.—~~
- ~~6. If the number of interested individuals exceeds the number of open positions, an election will take place. Families will be notified of the election process at least ten (10) days before voting commences, and each family will be given the opportunity to vote. Voting will be anonymous. The School's director will oversee the elections.~~
- ~~7.—~~
- ~~8. If the number of interested individuals is less than or equal to the number of open positions, an election is not required.~~
- ~~9.—~~
- ~~10. Terms shall be for a period of one (1) year, and members are eligible for re-election.~~

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SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Amending Wellness Policy*

Issue:

Amending the School's Wellness Policy.

Background:

This policy contains a broad prohibition that states the school cannot withhold recess or other physical activity as a form of punishment for any reason. The administration would like this provision stricken from the policy because sometimes withholding recess or other physical activities as a form of non-academic punishment is appropriate, such as if a student has exhibited unsafe behaviors.

Recommendation:

It is recommended that the Board approve the Amended Wellness Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Syracuse Arts Academy

Wellness Policy



Preamble

Syracuse Arts Academy (the “School”) is committed to the optimal development of every student. The School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, it needs to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture’s (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism and better performance on cognitive tasks. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This policy outlines the School’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the School have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after school;
- The School engages in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the School in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.

This policy applies to all School students and staff. Specific measureable goals and outcomes are identified within each section below.

School Wellness Committee

Committee Role and Membership

The School will convene a wellness committee (the “Committee”) that meets at least one time per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this wellness policy (the “wellness policy”).

The Committee membership will represent all school levels and include, to the extent possible, but not be limited to stakeholders such as: parents and caregivers; students; representatives of the School nutrition program (e.g., School nutrition director); physical education teachers; health education teachers; School health professionals (e.g., health education teachers, School health services staff, and mental health and social services staff); School administrators; School board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. To the extent possible, the Committee will include representatives from each School campus building and reflect the diversity of the community.

Leadership

The Lead Director or designee(s) will convene the Committee and facilitate development of and updates to the wellness policy, and will ensure compliance with the policy.

The Lead Director will make available to the School community each Committee member’s name, contact information, and role on the Committee.

The Lead Director will designate a wellness policy coordinator who will ensure compliance with the policy.

Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

The School will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the School campuses, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. The School will use the Healthy Schools Program online tools (<https://schools.healthiergeneration.org>) to complete an assessment based on the Centers for Disease Control and Prevention’s School Health Index, create an action plan that helps ensure implementation of the policy, and generate an annual progress report.

This wellness policy and the progress reports will be provided on the School’s website.

Recordkeeping

The School will retain records to document compliance with the requirements of the wellness policy at the School's main office and/or on the School's central computer network. Documentation maintained in this location(s) will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the wellness policy; including an indication of who is involved in the update and methods the School uses to make stakeholders aware of their ability to participate on the Committee;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the wellness policy; and
- Documentation demonstrating the most recent assessment on the implementation of the wellness policy has been made available to the public.

Annual Notification of Policy

The School will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The School will make this information available via the School website and/or School-wide communications such as email, phone calls, texts, and school marquee. The School will provide information about the school nutrition environment, such as specific programs and activities along with lunch menus related to the wellness policy implementation. Annually, the School will also provide notice through the school website of the name and contact information of the School personnel leading and coordinating the Committee, as well as information on how the public can get involved with the School wellness committee.

Triennial Progress Assessments

At least once every three years, the School will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which the School is in compliance with the wellness policy;
- The extent to which the wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the School's wellness policy.

The Lead Director is responsible for managing the triennial assessment.

The Committee will monitor compliance with this wellness policy.

The School will notify households/families of the availability of the triennial progress report through the school's email and website.

Revisions and Updating the Policy

The Committee will update or modify the wellness policy based on the results of the annual School Health Index (<https://schools.healthiergeneration.org>) and triennial assessments and/or as School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach and Communications

The School is committed to being responsive to community input, which begins with awareness of the wellness policy. The School will actively communicate ways in which representatives of Committee and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means. The School will use electronic mechanisms, such as email or displaying notices on the School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy.

The School will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

Nutrition

School Meals

The School is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

The School participates in USDA child nutrition programs, including the National School Lunch Program (NSLP). The School is committed to offering school meals through the NSLP program that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;

Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The School offers reimbursable school meals that meet USDA nutrition standards (<https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>))

- The school will promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques (<https://healthy-food-choices-in-schools.extension.org/the-60-strategies-of-the-smarter-lunchrooms-scorecard/>):
- Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
- Sliced or cut fruit is available daily.
- Daily fruit options are displayed in a location in the line of sight and reach of students.
- All available vegetable options have been given creative or descriptive names.
- Daily vegetable options are bundled into all grab-and-go meals available to students.
- All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
- White milk is placed in front of other beverages in all coolers.
- Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
- A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
- Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
- Student artwork is displayed in the service and/or dining areas.
- Daily announcements are used to promote and market menu options.

Water

The school will promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. The School will make drinking water available where school meals are served during mealtimes. Students will be allowed to bring and carry water bottles filled with only water with them throughout the school day.

Competitive Foods and Beverages

The School is committed to ensuring that all foods and beverages available to students on School property during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <https://www.fns.usda.gov/tn/guide-smart-snacks-school>. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at <https://foodplanner.healthiergeneration.org/>.

These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, in-school fundraisers, School stores and snack or food carts.

Celebrations and Rewards

All foods offered, but not sold, on School property will meet or exceed the following requirements:

1. Celebrations and parties. The School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the Alliance for a Healthier Generation (https://www.healthiergeneration.org/take_action/schools/snacks_and_beverages/celebrations/) and from the USDA (https://www.cdc.gov/healthyschools/nutrition/celebrations_rewards.htm#print).
2. Classroom snacks brought by parents. The School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The School will provide teachers and other relevant School staff a list of alternative ways to reward children (https://www.healthiergeneration.org/take_action/schools/snacks_and_beverages/non-food_rewards/). Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout School buildings, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by School staff, teachers, parents, students and the community.

The School will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs. This promotion will occur by ensuring that 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the School may use are available at <https://foodplanner.healthiergeneration.org/>.

Nutrition Education

The School will teach, model, encourage and support healthy eating by all students. The School will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;

- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

Essential Healthy Eating Topics in Health Education

The School will include in the health education curriculum a minimum of 12 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention;
- Food guidance from MyPlate (<https://www.choosemyplate.gov>);
- Reading and using FDA's nutrition fact labels;
- Eating a variety of foods every day;
- Balancing food intake and physical activity;
- Eating more fruits, vegetables and whole grain products;
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain trans-fat;
- Choosing foods and beverages with little added sugars;
- Eating more calcium-rich foods;
- Preparing healthy meals and snacks;
- Risks of unhealthy weight control practices;
- Accepting body size differences;
- Food safety;
- Importance of water consumption;
- Importance of eating breakfast;
- Making healthy choices when eating at restaurants;
- Eating disorders;
- The Dietary Guidelines for Americans (<https://www.choosemyplate.gov/dietary-guidelines>);
- Reducing sodium intake;
- Social influences on healthy eating, including media, family, peers and culture;
- How to find valid information or services related to nutrition and dietary behavior;
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully;
- Resisting peer pressure related to unhealthy dietary behavior; and
- Influencing, supporting, or advocating for others' healthy dietary behavior.

Food and Beverage Marketing in the School

The School is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The School strives to teach students how to make informed

choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on School property that contains messages inconsistent with the health information the School is imparting through nutrition education and health promotion efforts. It is the intent of the School to protect and promote students' health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the School campus(es), consistent with the School's wellness policy.

Any foods and beverages marketed or promoted to students on School property during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards.

Food and beverage marketing is defined as advertising and other promotions. Food and beverage marketing often includes oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.
- Corporate brand, logo, name or trademark on School equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, the School will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is in financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the School.
- Advertisements in School publications or School mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

Physical Activity

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement. The School is committed to providing these opportunities and will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "*Physical Education*" subsection). The School may participate in *Let's Move! Active Schools* (www.letsmoveschools.org) in order to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld as punishment for any academic reasons, but administration may withhold or restructure a student's recess for safety reasons or**

disciplinary concerns. The School will provide teachers and other School staff with a list of ideas for alternative ways to discipline students. To the extent practicable, the School will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The School will conduct necessary inspections and repairs.

Physical Education

The School will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the “*Essential Physical Activity Topics in Health Education*” subsection). The curriculum will support the essential components of physical education.

All students will be provided equal opportunity to participate in physical education classes. The School will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

Elementary students will receive physical education for at least 60-89 minutes per week throughout the school year.

Secondary students are required to take the equivalent of one academic year of physical education.

The School physical education program will promote student physical fitness through individualized fitness and activity assessments (via the Presidential Youth Fitness Program (<http://www.pyfp.org>) or other appropriate assessment tool) and will use criterion-based reporting for each student.

Essential Physical Activity Topics in Health Education

Health education will be required in all elementary grades, and the School will require secondary students to take and pass at least one health education course. The School will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity;
- How physical activity can contribute to a healthy weight;
- How physical activity can contribute to the academic learning process;
- How an inactive lifestyle contributes to chronic disease;
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition;
- Differences between physical activity, exercise and fitness;
- Phases of an exercise session, that is, warm up, workout and cool down;
- Overcoming barriers to physical activity;
- Decreasing sedentary activities, such as TV watching;
- Opportunities for physical activity in the community;

- Preventing injury during physical activity;
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active;
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity;
- Developing an individualized physical activity and fitness plan;
- Monitoring progress toward reaching goals in an individualized physical activity plan;
- Dangers of using performance-enhancing drugs, such as steroids;
- Social influences on physical activity, including media, family, peers and culture;
- How to find valid information or services related to physical activity and fitness;
- How to influence, support, or advocate for others to engage in physical activity; and
- How to resist peer pressure that discourages physical activity.

Recess (Elementary)

The School's elementary campus(es) will offer at least **20 minutes of recess** on all days during the school year. If recess is offered before lunch, the campus(es) will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built in to the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather is feasible for outdoor play. In the event that the School must conduct **indoor recess**, teachers and staff will follow the indoor recess guidelines established by the administration that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Classroom Physical Activity Breaks (Elementary and Secondary)

The School recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered **periodic opportunities** to be active or to stretch throughout the day on all or most days during a typical school week. The School recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom time at least three days per week. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The School will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through USDA (<https://snaped.fns.usda.gov/resources/nutrition-education-materials/physical-activity>) and the Alliance for a Healthier Generation <https://www.healthiergeneration.org/take-action/schools/wellness-topics/physical-activity>.

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The School will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The School offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The School will encourage students to be physically active before and after school.

Active Transport

The School will support active transport to and from school, such as walking or biking, to the extent it is safe and feasible. The School will encourage this behavior by engaging in *six or more* of the activities below:

- Designate safe or preferred routes to the School;
- Promote activities such as participation in International Walk to School Week, National Walk and Bike to School Week;
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area);
- Instruction on walking/bicycling safety provided to students;
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper;
- Use crossing guards;
- Use crosswalks on streets leading to the School;
- Use walking school buses;
- Document the number of children walking and or biking to and from school; and
- Create and distribute maps of the School environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.).

Other Activities that Promote Student Wellness

The School will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work

Professional Learning

When feasible, the School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help School staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing academic improvement plans/efforts.

towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Teachers are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the School or the School's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the Committee.

All School-sponsored events will adhere to the wellness policy guidelines. All School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Community Partnerships

The School will develop relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

Community Health Promotion and Family Engagement

The School will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in School-sponsored activities and will receive information about health promotion efforts.

As described in the "*Community Involvement, Outreach and Communications*" subsection, the School will use electronic mechanisms (e.g., email or displaying notices on the School's website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in School-sponsored activities and receive information about health promotion efforts.

Staff Wellness and Health Promotion

The Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

The School will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The School promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

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SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Amending Bullying & Hazing Policy*

Issue:

Amending the School's Bullying & Hazing Policy.

Background:

SB 223 from the 2025 legislative session amended the definition of bullying and broke it down into "staff bullying" and "student bullying." Both of these bullying definitions require repeated misconduct or a single egregious act that involves an imbalance of power. In light of SB 223, the USBE amended its bullying rule in R277-613 to not only incorporate the new definitions of staff bullying and student bullying, but to make other changes as well. These other changes include, but aren't limited to, amending the definition of "civil rights violation," prohibiting students and employees from creating or distributing sexually explicit or nonconsensual intimate images, and adding "safe digital citizenship" to the list of bullying and hazing topics schools must train on. The school's Bullying and Hazing Policy has been revised to comply with the changes brought about by SB 223 and the revised rule in R277-613.

Recommendation:

It is recommended that the Board approve the Amended Bullying & Hazing Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Syracuse Arts Academy

Bullying & Hazing Policy



PURPOSE

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

POLICY

Prohibited Conduct

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

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

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

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

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

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

Students and School employees are prohibited from creating and distributing nonconsensual intimate images.

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

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

Definitions

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

Action Plan – For purposes of this policy, “action plan” means a process to address an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation that is prohibited, as described in Utah Code § 53G-9-605.5.

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

~~(1) causing physical or emotional harm to the School employee or student;~~

~~(2) causing damage to the School employee's or student's property;~~

~~(3) placing the School employee or student in reasonable fear of:~~

~~(a) harm to the School employee's or student's physical or emotional well-being; or~~

~~(b) damage to the School employee's or student's property;~~

~~(4) creating a hostile, threatening, humiliating, or abusive educational environment due to:~~

~~(a) the pervasiveness, persistence, or severity of the actions; or~~

~~(b) a power differential between the bully and the target; or~~

~~(5) substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.~~

~~This conduct constitutes bullying, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct. In addition, bullying is commonly~~

~~understood as aggressive behavior that is intended to cause distress and harm; exists in a relationship in which there is an imbalance of power and strength; and is repeated over time.~~

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

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

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

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

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

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

- (1) (a) endangers the mental or physical health or safety of a School employee or student;
(b) involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
(c) involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a School employee or student; or
(d) involves any activity that would subject a School employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a School employee or student to extreme embarrassment, shame, or humiliation; and

- (2) (a)(i) is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a School or School sponsored team, organization, program, club, or event; or
- (ii) is directed toward a School employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a School or School sponsored team, organization, program, club, or event in which the individual who commits the act also participates.
- (3) The conduct described above constitutes hazing, regardless of whether the School employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

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

Retaliate or Retaliation – For purposes of this policy, "retaliate or retaliation" means an act or communication intended:

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

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

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

Staff Bullying – For purposes of this policy, “staff bullying” means a School employee, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against a student or another School employee, or engaging in a single egregious act toward another employee involving an imbalance of power, that:

- (1) creates an environment that a reasonable person would find hostile, threatening, or humiliating; and
- (2) substantially interferes with a student’s or employee’s educational or professional performance, opportunities, or benefits.

Student Bullying – For purposes of this policy, “student bullying” means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that:

(1) creates an environment that a reasonable person would find hostile; and

(2) interferes with a student’s educational performance, opportunities, or benefits.

“Student bullying” and “staff bullying” do not mean instances of:

(1) ordinary teasing, horseplay, argument, or peer conflict;

(2) reasonable correction of behavior by a School employee; or

(3) reasonable coaching strategies and techniques by a School employee who is a coach.

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

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

Reporting Prohibited Conduct

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

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

Each report of prohibited conduct shall include:

(1) the name of complaining party;

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

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

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

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

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

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

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

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

Investigation of Alleged Incidents

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

The School will investigate these alleged incidents by interviewing:

- (1) the ~~students~~ individual who was allegedly targeted ~~subjected to the alleged incident;~~
- (2) the individual who is alleged to have engaged in the prohibited conduct;
- (3) the parents or guardians of the students who were allegedly targeted ~~subjected to the alleged incident~~ and the individual who is alleged to have engaged in prohibited conduct;
- (4) any witnesses;
- (5) School staff familiar with the student who was allegedly targeted ~~subjected to the alleged incident;~~

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

(7) Other individuals who may provide additional information.

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

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

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

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

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

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

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

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

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

Parental Notification

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

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

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

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

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

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

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

- (1) suicide prevention materials and information as recommended by the Utah State Board of Education in accordance with Utah Code § 53G-9-604(2)(b);
- (2) information on ways to limit a student's access to fatal means, including firearms or medication; and

- (3) information and resources on the healthy use of social media and online practices as provided in R277-613.

Action Plan to Address Incidents

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

- (1) with respect to the targeted student ~~to whom the incident was directed~~ and in direct coordination with the student's parent or guardian:
 - (a) a tailored response to the incident that addresses the student's needs;
 - (b) a mechanism to consider consequences or accommodations the student may need regarding decreased exposure or interactions with the student who caused the incident;
 - (c) notification of the consequences and plan to address the behavior of the student who caused the incident, to the extent allowed by FERPA;
 - (d) support measures designed to preserve the student's access to educational services and opportunities; and
 - (e) to the extent available, access to other resources the parent requests for the student; and
- (2) with respect to the student who caused the incident and in direct coordination with the student's parent or guardian:
 - (a) a range of tailored and appropriate consequences, making reasonable effort to preserve the student's access to educational services and activities;
 - (b) a process to determine and provide any needed resources related to the underlying cause of the incident;
 - (c) supportive measures designed to preserve the student's access to educational services and opportunities while protecting the safety and well-being of other students; and
 - (d) a process to remove the student from School in an emergency situation, including a description of what constitutes an emergency.

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

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

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

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

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

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

Consequences of Prohibited Behavior

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

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

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

Grievance Process for School Employees

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

Grievance Process for Parents and Guardians

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

Additional Provisions

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

- (1) Once the School knows or reasonably should know of possible student-on-student bullying, cyber-bullying, or hazing, the School must take immediate and appropriate action to investigate.
- (2) If it is determined that the bullying, cyber-bullying, or hazing of a student did occur as a result of the student's membership in a protected class, the School shall take prompt and effective steps reasonably calculated to:
 - (a) end the bullying, cyber-bullying, or hazing;
 - (b) eliminate any hostile environment; and
 - (c) prevent its recurrence.
- (3) These duties are the School's responsibilities even if the misconduct is also covered by a separate anti-bullying policy and regardless of whether the student makes a complaint, asks the School to take action, or identifies the bullying, cyber-bullying, or hazing as a form of discrimination.

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

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

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

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

Student Assessment

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

Training

The Campus Principal will ensure that School students, employees, coaches, and volunteers receive training on bullying, cyber-bullying, hazing, retaliation, and abusive conduct from

individuals qualified to provide such training. The training shall meet the standards established by the Utah State Board of Education's rules and include information on:

- (1) bullying, cyber-bullying, hazing, retaliation, and abusive conduct;
- (2) discrimination under the following federal laws:
 - (a) Title VI of the Civil Rights Act of 1964;
 - (b) Title IX of the Education Amendments of 1972;
 - (c) Section 504 of the Rehabilitation Act of 1973; and
 - (d) Title II of the Americans with Disabilities Act of 1990;
- (3) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination;
- (4) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes or conformance or failure to conform with stereotypes; ~~and~~
- (5) the right of free speech and how it differs for students, employees, and parents or guardians; and
- (6) safe digital citizenship.

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

The training shall be offered to:

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

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

The School will maintain training participant lists or signatures and provide them to the Utah State Board of Education upon request.

Liaison to Utah State Board of Education

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

Distribution of Policy and Signed Acknowledgement

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

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



SAA Board of Director's Meeting Thursday, October 2, 2025

Action Item: *Amending Child Abuse and Neglect Reporting Policy*

Issue:

Amending the School's Child Abuse and Neglect Reporting Policy.

Background:

Proposed revisions to the school's Child Abuse and Neglect Reporting Policy have been made to bring the policy into better compliance with Utah law and USBE rule. New language has been added and existing language amended to better explain the circumstances under which school employees must report suspected abuse or neglect to the authorities. Language has also been added to clarify that when there is reasonable cause to believe a student has been abused by a school employee or volunteer, such abuse should not only be reported to the authorities but also to the school's administration, who then must report the suspected abuse to the Utah State Board of Education. Updated language has also been added to the school's Child Abuse and Neglect Reporting Procedures, including language with respect to new training requirements in this area required by HB 40 from the 2025 legislative session (this bill added school personnel training requirements with respect to sexual extortion).

Recommendation:

It is recommended that the Board approve the Amended Child Abuse and Neglect Reporting Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Syracuse Arts Academy

Child Abuse & Neglect Reporting Policy



POLICY PURPOSE

Syracuse Arts 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.

~~Utah law requires that w~~Whenever any person, including any s~~chool employee, contracted or temporary employee, or volunteer who has reason to believe that a child is, or has been, the subjected of incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in sexual abuse, physical abuse, or neglect, he/she shall immediately notify report the suspected abuse or neglect to the nearest peace officer, law enforcement agency, or the Division of Child and Family Services. The law provides serious penalties for failure to fulfill one’s duty to report.~~

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 Lead Director. The Lead 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 Lead Director shall establish administrative procedures that~~This policy is intended to~~comply with the provisions of Utah Code Ann. §§ 53E-6-701, 62A-4a-402, § 80-2-602 et seq., and Utah Administrative Code Rules R277-401 and to will help the School’s personnel to understand and fulfill their legal responsibilities concerning child abuse and neglect.

Administrative Procedures Child Abuse and Neglect Reporting Procedures

These procedures are established in accordance with the Child Abuse Neglect Reporting Policy adopted by the School's Board of Directors.

1. If a School employee or volunteer ***has reason to believe*** that a child is, or ~~may have~~ has been, the ~~subjected to incest, molestation, sexual exploitation, sexual abuse, physical of~~ abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in such, the ~~employee-person~~ shall immediately make an oral report to the nearest peace officer, law enforcement agency or Division of Child and Family Services ("DCFS"). The ~~employee-person~~ shall also make a report and to the School's Principal, but the requirement to notify the Principal does not satisfy the ~~employee-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 Principal present, but must be made by the person making the report.
 - b. The reporting ~~employee-person~~ must record the name of the individual and the agency contacted to make the required report.
 - c. The reporting ~~employee-person~~ must complete and provide a copy of the Child Abuse and Neglect Reporting Form to the Principal within twenty-four (24) hours. The Principal 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 ~~Principal-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 Principal 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 ~~the division~~ DCFS that is relevant to ~~the division~~ 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 Lead Director. ~~†The Principal~~ Lead Director shall immediately report the allegation to the Utah State Board of Education. Steps shall be taken to ~~assure~~ 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 Principal shall annually (a) provide each School employee with the ~~written~~ 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 Procedure and Utah Code ~~Sections~~ § 53E-6-701 and § 62A-4a-403 80-2-602. ~~Newly hired staff will be provided with the same training and/or written policy at the beginning of their employment. The training and/or distribution of materials will be documented.~~

7. The School, under the direction of the Principal, will provide School personnel once every other three years with training and instruction on child sexual abuse and human trafficking prevention and awareness, including (a) 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; ~~and~~ (c) the mandatory reporting requirements of this Policy, Utah Code § 53E-6-701 and ~~§ 62A-4a-403~~ 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 Principal, will provide the parents or guardians of elementary school students with training and instruction once every other 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; ~~and~~ (b) effective, age-appropriate methods for discussing the topic of child sexual ~~exploitation~~ 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.