

# Board Meeting Materials

#### **BOARD MISSION:**

As the Board of Early Light Academy, it is our mission to oversee the school's strategic direction and vision. It is our role to govern as opposed to manage. Acting with a unified voice, we strive to support and ensure a lasting and sustainable future for ELA. We seek to inspire and promote an atmosphere of integrity, transparency and accountability. We serve to empower the school's administrative leadership to execute its mission of academic excellence, growth and achievement.

# November 19, 2025

# Early Light Academy Board of Directors Meeting Agenda Wednesday, November 19, 2025

Location: 11709 S. Vadania Drive, South Jordan, Utah 84009



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

SCHOOL MISSION: The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age to the Space Age, the Information Age and beyond.

**SCHOOL VISION:** Early Light Academy will empower students to become lifelong learners and inspiring leaders who know their actions today impact our tomorrow.

**WE** are what history books are made of!

# **AGENDA**

# 8:30 AM - INTRODUCTORY ITEMS

- Welcome & Roll Call Jenn Lund
- Board Mission
- School Mission
- School Vision

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

# **REPORTS**

- Administration
  - ✓ <u>Director Report</u> Stephanie Schmidt
    - ★ Toilet Training Administrative Procedures
- Board of Directors
  - ✓ Financial Update Erin Winterton

#### SCHOOL LAND TRUST COUNCIL

- Review SLT Timeline
- SLT Board Training Assurance
- Review SLT FY26 Plan Implementation

#### **CONSENT ITEMS**

• October 16, 2025, Electronic Board Meeting Minutes

#### **VOTING ITEMS**

• Kensington Theatre Company Agreement

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.

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- Hotline Complaint Policy
- Amended Instructional Materials Policy
- Amended Paid Parental & Postpartum Recovery Leave Policy

#### **DISCUSSION ITEMS**

- Calendaring Items ALL
  - ✓ Next PreBoard Meeting January 7<sup>th</sup> @ 10:30 a.m.
  - ✓ Next Board Meeting January 21st
  - ✓ NCSC26 New Orleans, LA June 24-26 (Wed-Fri)

**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]

# **ADJOURN**

# **UPCOMING CALENDAR ITEMS**

#### January

Audit Review

2026-2027 School Fees (1st Public Viewing)

2026-2027 School Fees

2026-2027 School Calendar

Gifted & Talented Grant Report (Due Jan 31) Curriculum Purchases (2 Public Comment Periods)

Board Vacancies

SLT Data Review/Identify Needs for Upcoming Plan

Present 2024-2025 SLT Final Report

SLT Training Assurances

Digital Citizenship & Safety Plans (if part of the prior year's plan)

#### March

2026-2027 School Fees (2nd Public Viewing)

Landscaping Service Contract [Above All annual]

2026-2027 School LAND Trust Plan (Due May 1st)

Annual Open Meetings Act Training

Review Positive Behavior Plan [Can email board or reapprove if changes]

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

#### May

Annual Comprehensive Guidance Data Review

Audit Engagement Letter

2026-2027 TSSA Plan

Director Evaluation

Property & Liability Insurance Renewal

Director Evaluation Prep

Director Bonus/Salary

#### June

2026-2027 Annual Budget

2025-2026 Final Amended Budget

Summer Purchasing Plan

2026-2027 Sex Ed Instruction Committee

Ratify Board Members & Terms

Ratify Board Officers

2026-2027 Board Meeting Schedule

Mental Health Screening Determination [if changed]

Annual Policies Review

Annual Fraud Risk Assessment/Ethical Behavior

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# DIRECTOR'S REPORT November 19, 2025

The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age, to the Space Age, the Information Age and Beyond.

ELA will empower students to become lifelong learners and inspiring leaders who know their actions today impact our tomorrows.

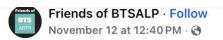
- Highlights
  - Sports
    - Girls Volleyball took first in state!
    - Girls Cross Country took first in state
    - Boys Cross Country took second in state
  - o Culture Fair- We celebrated America's National Parks!



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Veteran's Day program - BTS Arts shout out!



Yesterday, BTS Arts schools across Utah used the arts to help students honor and understand the meaning of Veterans Day.

↑ At Early Light Academy, BTS Music Educator Amy Hickenlooper led a beautiful celebration through song. We would love to hear how your school honored this important day with arts-integrated learning.

**#VeteransDay #BTSArts #UtahArtsEducation** 



- Safety PD for all staff to practice Emergency Operations Plan
- Reports
  - o Mid-cycle Cognia review
  - Title 1
    - Early Light Academy will implement research-based Tier I programs for both language arts and math designed to provide a well-rounded program of instruction to all students. The LEA uses EISP programs to support the building of reading levels for individual students.
  - SHiNE stipends for educators

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- SHiNE stipends are salary supplements for teachers in high-demand subjects in Utah, replacing the former TSSP program. Eligible teachers receive additional pay for filling challenging positions. The specific amount varies based on state funding, the number of applicants, and individual factors like Full-Time Equivalent (FTE). ELA is giving them to math, science, and sped teachers for the 25-26 school year.
- o 32 hour Paid Professional stipends
  - During the 2022 General Legislative Session, a law (House Bill 396) was passed that provides educators with self-directed, paid time for work-related duties performed outside contract hours. They are paid for up to 32 hours of extra time spent at their regular rate.
- Amended Toilet training administrative procedures

# **ELA's ANNUAL GOALS 2025-2026**

# ELA*RISE*

Goal Area	Specific Indicators
#1- Own and Share our Story	<ul> <li>By April 2026, Early Light Academy will design and install at least one semi-permanent, student-accessible display in each building that highlights key moments, figures, or themes from local, national, or school history—making history visibly integrated into the learning environment across campus.</li> <li>By December 1, 2025, Early Light Academy will develop and implement a written social media strategy that outlines platform use, content types, posting frequency, and engagement goals in order to increase community awareness, celebrate student learning, and strengthen stakeholder connection—measured by at least a 25% increase in follower engagement by the end of the 2026-2027 school year.</li> <li>Starting in October 2025, Early Light Academy will provide a minimum of monthly school-wide communications to stakeholders in both English and the second most commonly spoken language among families, ensuring accessible and inclusive engagement throughout the 2025–2026 school year.</li> </ul>
#2- Build Instructional Capacity and Professional Excellence of ELA Educators	<ul> <li>By the end of 25-26 school year, ELA will hold two PCBL-centered PD's</li> <li>PCBL Implementation:         <ul> <li>Teacher clarity for Junior High</li> <li>By the end of October 2025, all junior high teachers will have a YLP directly aligned to standards</li> <li>By the end of October 2025, all junior high teachers will have a standardized aspire template</li> <li>By the end of October 2025, a standardized proficiency scale will be established for both core and foundation junior high classes</li> <li>By the end of 25-26 school year teachers will have created standards-based proficiency scales for at least 50% of their standards in one content area</li> </ul> </li> <li>Teacher clarity for Elementary</li> <li>By the end of October 2025, teachers will have created grade-level, standards-based year-long plans for language arts</li> </ul>

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	■ By the end of October 2025, the elementary team will create a grading template in Aspire for K-6 ■ By the end of the 25-26 school year, elementary teachers across all grades will implement tiered interventions and focus groups during the Language Arts block  • Create an Internal Processes Handbook  • By Dec 1, 2025, common template(s) to build the Early Light Academy Master Processes Book will be created for use by all personnel  • By Nov 1, 2025, ELA will have in place professional development and program evaluation plans that formalize the use of data analysis and educator input.  • By the end of the 25-26 school year, Leadership roles will be articulated with descriptors linked to the roles and responsibilities document
#3- Deliver an ELA-branded Education	<ul> <li>Create "Journey of a Phoenix"         <ul> <li>By the end of the 2025-2026 school year, the PCBL</li></ul></li></ul>
#4- Financial	<ul> <li>By June 2026, maintain student enrollment at a minimum of 1,020 students by implementing targeted recruitment and retention strategies</li> <li>Days COH - end fiscal year at 95 days</li> <li>Maintain 1.1 or better debt ratio</li> </ul>



# Toilet Training Administrative Procedures

These procedures are established in accordance with the Toilet Training Policy established by the School's Board of Directors.

# Students Who are not Toilet Trained

In the event a student seeking to enroll in the School is not toilet trained, or if a student who is already enrolled in the School is found to not be toilet trained, the School shall:

- (a) consider whether the student's lack of toilet toileting may be a sign of a disability that could impact the student's education, including by conducting an initial evaluation consistent with the School's child find obligations, if appropriate; and
- (b) determine whether the student is not able to be toilet trained because of a disability that is described in the student's IEP or Section 504 plan.

The School may, consistent with its lottery and enrollment policies, enroll a new student or maintain the enrollment of an existing student who is found to not be toilet trained if the School determines that the student is not able to be toilet trained because of a suspected disability that is subject to federal child find requirements or that is described in an IEP or Section 504 plan.

However, if the School determines that neither of these exceptions apply with respect to the student, the School shall:

- (a) in the case of a student seeking to enroll in the School, not enroll the student in the School; and
- (b) in the case of a student who is already enrolled in the School, unenroll the student from the School.

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# Early Light Academy Statement of Financial Position As of October 31, 2025

		Period Ending 10/31/2025 Actual	Period Ending 10/31/2024 Actual
Assets & Other Debits		7101001	7.0.00
Current Assets			
Operating Cash			
Cash			
8111-06F-001 - ELA ZB OP	\$	2,037,475	\$ 1,317,371
8112-06F-001 - ELA ZB Petty		24,057	13,916
Total Cash		2,061,532	1,331,287
Investments			
8120-06F-001 - PTIF - ELA		1,768,339	1,690,416
Total Investments		1,768,339	1,690,416
Operating Cash		3,829,871	3,021,703
Accounts Receivables		8,110	25,041
Total Current Assets		3,837,981	3,046,744
Restricted Cash		2,308,908	2,306,583
Net Assets			
Fixed Assets		21,438,293	21,196,646
Depreciation		(5,756,748)	(5,178,649)
Total Net Assets		15,681,545	16,017,997
Total Assets & Other Debits	_\$_	21,828,434	\$ 21,371,324
Liabilities & Fund Equity			
Current Liabilities	\$	91,469	\$ 7,316
Long-Term Liabilities		21,426,860	21,795,621
Fund Balance		(712,072)	(1,260,261)
Net Income		1,022,177	828,648
Total Liabilities & Fund Equity	\$	21,828,434	\$ 21,371,324

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# Early Light Academy Statement of Activities 7/1/2025 - 10/31/2025

	Annual	Year-to-Date	
	6/30/2026	10/31/2025	
	Budget	Actual	% of Budget
Net Income			
Income	£ 504.000	ė 200 204	44.2.0
Revenue From Local Sources Revenue From State Sources	\$ 501,090 12,118,637	\$ 206,281 4,125,038	41.2 % 34.0 %
Revenue From Federal Sources	356,186	4,125,030	0.0 %
Total Income	12,975,913	4,331,495	33.4 %
Expenses	12,010,010	1,001,100	
Instruction/Salaries			
0121 - Salaries - Principals and Assistants	435,000	128,803	29.6 %
0131 - Salaries - Teachers	4,236,045	889,443	21.0 %
0132 - Salaries - Substitute Teachers	0	4,484	0.0 %
0142 - Salaries - Guidance Personnel	153,486	31,410	20.5 %
0145 - Salaries - Media Personnel - Licensed	0	11,224	0.0 %
0152 - Salaries - Secretarial and Clerical Personnel 0161 - Salaries - TAs and Paras	201,379	64,880	32.2 %
0161 - Salaries - LAS and Paras 0162 - Salaries - Media Personnel – Non-Licensed	1,041,770 47,080	199,211 15,694	19.1 % 33.3 %
Total Instruction/Salaries	6,114,760	1,345,149	22.0 %
Employee Benefits	0,114,100	1,040,140	22.0 /6
0220 - Social Security	535,944	112,641	21.0 %
0230 - Local Retirement	187,300	39,889	21.3 %
0240 - Group Insurance	152,900	70,290	46.0 %
0270 - Industrial Insurance	41,900	7,441	17.8 %
0280 - Unemployment Insurance	95,218	11,561	12.1 %
0290 - Other Employee Benefits	748,325	159,154	21.3 %
Total Employee Benefits	1,761,587	400,976	22.8 %
Purchased Prof & Tech Serv	444.000	00.007	40.7.0/
0320 - Professional - Educational Services	411,986	68,837	16.7 %
0330 - Professional Employee Training and Dev. 0340 - Other Professional Services	22,966 54,019	1,170 24,588	5.1 % 45.5 %
0345 - Business Services	476,000	200,632	42.1 %
0350 - Technical Services	116,850	45,847	39.2 %
Total Purchased Professional & Technical Serv	1,081,821	341,074	31.5 %
Purchased Property Services	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
0410 - Utility Services	40,000	4,191	10.5 %
0411 - Water/Sewage	0	1,662	0.0 %
0422 - Snow Removal Services	25,000	0	0.0 %
0423 - Custodial Services	171,850	55,000	32.0 %
0424 - Lawn Care Services	23,000	8,553	37.2 %
0430 - Repairs & Maintenance Services	258,300	18,232	7.1 %
0441 - Rental of Land & Buildings	1,300	20 7.764	1.5 %
0442 - Rental of Equipment & Vehicles 0450 - Construction Services	20,900 40,000	7,764 0	37.2 % 0.0 %
0490 - Other Purchased Property Services	10,000	632	6.3 %
Total Purchased Property Services	590,350	96,054	16.3 %
	550,550	,	

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# Early Light Academy Statement of Activities (continued) 7/1/2025 - 10/31/2025

	Annual	Year-to-Date	
	6/30/2026	10/31/2025	
•	Budget	Actual	% of Budget
Other Purchased Services			
0513 - Student Transportation Services - Comm.	35,430	4,231	11.9 %
0517 - Student Overnight Trips/Field Trips	25,725	10,834	42.1 %
0518 - Student Day Trips/Field Trips (incl. admission)	15,000	626	4.2 %
0521 - Property Insurance	75,000	67,801	90.4 %
0522 - Liability Insurance	2,500	0	0.0 %
0530 - Communication (Telephone & Other)	14,600	2,865	19.6 %
0540 - Advertising	8,500	664	7.8 %
0570 - Food Service Management	425,000	64,136	15.1 %
0580 - Travel/Per Diem	3,000	0	0.0 %
Total Other Purchased Services	604,755	151,157	25.0 %
Supplies & Materials			
0610 - General Supplies	170,990	75,447	44.1 %
0610-001 - Furniture and Fixtures (not capitalized)	5,500	4,667	84.9 %
0621 - Natural Gas	42,000	950	2.3 %
0622 - Electricity	112,000	43,299	38.7 %
0641 - Textbooks	17,028	10,068	59.1 %
0642 - E-Textbooks / Online Curriculum	109,434	104,644	95.6 %
0644 - Library Books	2,500	532	21.3 %
0650 - Supplies - Technology Related	56,639	16,892	29.8 %
0670 - Software	45,807	13,380	29.2 %
0680 - Maintenance Supplies and Materials	42,100	12,019	28.5 %
Total Supplies & Materials	603,998	281,898	46.7 %
Property			
0710 - Land and Site Improvements	0	10,095	0.0 %
0730 - Equipment	50,000	145,055	290.1 %
0733 - Capitalized Furniture and Fixtures	277,000	0	0.0 %
0734 - Technology Related Hardware	0	75,362	0.0 %
0736 - Technology Software	0	11,857	0.0 %
Total Property	327,000	242,369	74.1 %
Debt Services & Miscellaneous			
0810 - Dues and Fees	48,327	18,528	38.3 %
0830 - Interest	1,001,738	505,350	50.4 %
0840 - Redemption of Principal	390,000	390,000	100.0 %
0890 - Miscellaneous Expenditures	7,500	0	0.0 %
Total Debt Services & Miscellaneous	1,447,565	913,878	63.1 %
Total Expenses	12,531,836	3,772,555	30.1 %
Total Net Income	\$ 444,077	\$ 558,940	125.9 %

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**Back to Agenda** 

# **School LAND Trust (SLT) Program Timeline**

Charter School Governing Board Councils

# **Major Deadlines**



This is a recommended timeline to meet the requirements for the School LAND Trust Program (SLT) consistent with <u>Utah State Code & Administrative Rule</u>. Adjust it to fit your needs.

# Important Information

# Introduction

A Charter Trust Land Council (CTLC) can be formed through an independent election or by an existing governing board that meets the two-parent or grandparent majority without alteration. This timeline is intended for the latter.

Charter Trust Land Councils (CTLCs) meet throughout the year to monitor the current School LAND Trust (SLT) Plan's implementation, create the upcoming year's plan, and advise on school-specific issues. This timeline can be used to guide council meetings and set agendas that support the work of the CTLC. Please contact the USBE with any questions about CTLCs, elections, or related matters.

# **Budget & Plan Amendments**

Directors/Principals should frequently review their School LAND Trust budgets with their councils. Schools are not permitted to carry over more than 10% of a year's distribution. To avoid excessive carryover, CTLCs should submit SLT Plan amendments for spending changes. Notify the governing board early on to have the amendment placed on the upcoming board agenda for consideration and approval.



# August - October

Council Choice	August	September
Council's Choice		Throughout the Month:
Determining the CTLC Meeting Schedule for CTLC business    Establish a meeting schedule for the year to handle CTLC-specific business within regular board meetings. Identify which meeting(s) will be dedicated to:   Reviewing the current year SLT Plan   Reviewing the prior year SLT Plan   Developing the upcoming year's SLT Plan. (A suggested outline for this item is provided).   Discussing safety		At the First Council Meeting  Conduct annual training. Request training materials and resources from the USBE, and consider asking the Training Specialist for on-site support.  Remind the principal to complete the Council Membership Form and Principal Assurance by October 20, ensuring to indicate the board is serving as the CTLC.  Review current year SLT plan and implementation budget. Do this at every meeting.  The Governing Board CTLC is exempt from:  Website Posting
principles, a positive behaviors plan, and other items impacting the school		Requirements  • Rules of Order & Procedure



community/enviro nment.	

# October - December

October	November	December
October 20:	November 1st	<ul> <li>Some CTLCs choose not to hold a meeting this month</li> </ul>
Submit Fall Requirements  ☐ The Council Membership Form and the Principal	<ul> <li>New School Deadline</li> <li>New schools must have completed the current</li> </ul>	due to holidays and winter break.
Assurance Form are due. Principal submits.  During the Month:	year SLT Plan, fall requirements, and a <u>Council Signature Page</u> and had the governing board	
Review Current Year SLT Plan  Ensure the current year SLT plan is being implemented as planned.	and business administrator review them by this date.	
Submit a <u>Plan</u> <u>Amendment</u> for any necessary changes.  Begin Development of		
Upcoming Year SLT Plan  Review Teacher and Student Success Plan (TSSP) and determine the academic priorities for the year.		



Review student academic data and consider areas of need.		
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# January - March

January	February	March
During the Month:	During the Month:	March 1:
Remind Principal to Submit Final Report  Remind the principal to submit the Final Report for the prior year's plan and to coordinate when you will receive a copy of or summary of the Final Report prior to March 1.  Verify that the BA will assure that SLT funds were spent as planned by examining detailed financial records and comparing them to the original approved plan.  Continue SLT Plan Development for Upcoming Year  Assess success of prior year and current year plan.  Begin determining academic areas of focus,	Pay attention in the SLT Reporting Website to the BA's deadline for submitting the upcoming year's SLT Plan.  Be confident your plan will meet expectations by referencing the SLT Plan Rubric.	■ The BA must approve the school's Final Report in the SLT Reporting Website, and you must receive a copy or summary of that report by this date. Verify that the BA assured SLT funds were spent as planned.  Address Prior Year Carryover  □ Correct any carryover issues from the prior year as indicated from the carryover report sent by the USBE with corrective action plans.  By BA Due Date:  Approve Upcoming Year's SLT Plan  □ Approve the School LAND Trust (SLT) Plan for



goals, measurements, action plan, and expenditures.  Receive estimated funding amount for next	the upcoming year. There must be a quorum—a majority of the council—to vote on the plan. The Governing Board CTLC is
year from the USBE and the BA.	<ul><li>exempt from:</li><li>Council Signature Page</li></ul>



# April - School Year End

April	May	Before School Year End
Throughout the Month:	May 1:	Prior to School Year End:
Make Plan Edits	Upcoming Year SLT Plans Due	Wrapping Up
<ul> <li>Complete edits to the plan as required by the r BA. Revote on the plan, if necessary.</li> <li>To receive funding in July, the upcoming year's SLT Plan must be reviewed and approved by the BA by May 1. The plan will then need to undergo USBE Review.</li> <li>Reference the reviewer's requirements in LEA Review Guide for Final Reports</li> </ul>	<ul> <li>Upcoming Plans must be approved by BA on the SLT Reporting Website and ready for the USBE to review in order to receive funding in July.</li> <li>The USBE will review the plans and, if necessary, return for edits.</li> <li>Make Plan Edits</li> <li>Complete edits to the plan as required by USBE.</li> </ul>	Determine if the board will be able to continue serving as the CTLC. If not, develop Election Procedures.
<u>reports</u>	Comments left by the USBE will indicate if the plan needs to be voted on again. Your BA will review the plan again to finalize it.	



# **Digital Copy**

Scan the QR Code below to access a digital copy of this resource.



# **Training Resources**

You may visit <a href="mailto:schools.utah.gov/schoollandtrust">schools.utah.gov/schoollandtrust</a> for more training resources.

# Early Light Academy's 2025-2026 Land Trust Report

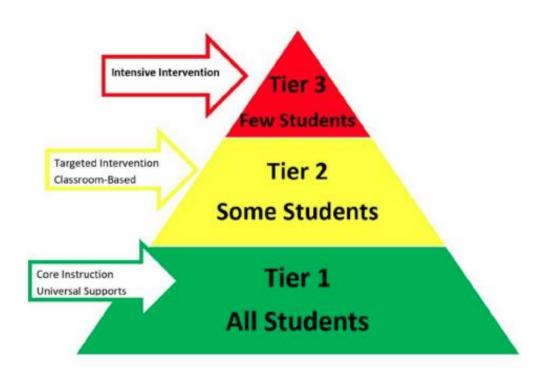
Early Light Academy is committed to strengthening our Culture of Learning through a sustainable, tiered instruction model that meets the needs of all learners. As we continue to develop a Personalized Competency Based Learning framework, our focus remains on differentiation, student engagement, and supporting all students in progressing toward proficiency.

Classroom educators and paraprofessionals play a critical role in providing this targeted support.

Tier 1: includes all students.

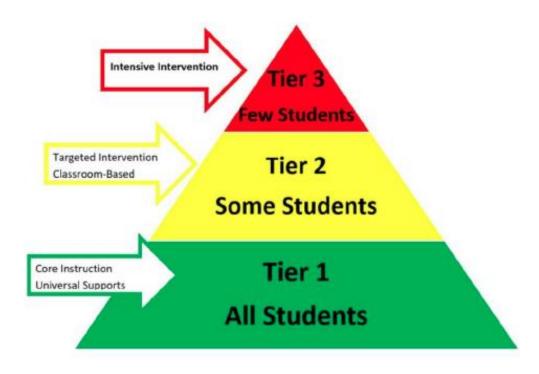
Classroom Teacher gives explicit whole group and small group instruction using evidence based curriculum.

Yearly goal: Effective Tier 1 instruction that has produced a year's worth of growth in 80% of students and 80% of students are proficient in grade level material.



Tier 2: includes students identified by Acadience Reading/Acadience Math as atrisk. Classroom Teacher/ Special Education Teacher/ Grade Level Aide reteaches targeted skills in small group using evidence based curriculum. This is in addition to Tier 1.

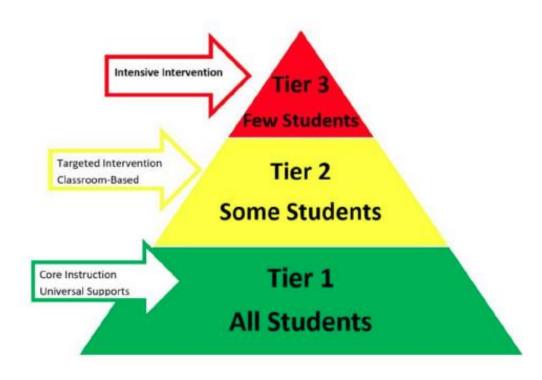
Yearly goal: Daily, immediate reteach sessions on targeted skills to support goal of a year's worth of growth in 80% of students and 80% of students are proficient in grade level material.



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Tier 3: includes students
identified by Acadience
Reading/Acadience Math and
the WIDA Screener and Access
as high-risk. Literacy
Paraprofessional/ELL Specialist
teaches intensive, targeted skills
in small group using evidence
based curriculum.

Yearly goal: Daily, immediate teaching sessions on targeted skills to support goal of a year's worth of growth or more to close the learning gaps in qualifying students.



# Aligned with our Strategic Goals, our plan is to:

- Reevaluate and refine our support systems to ensure equitable, inclusive, and engaging instruction.
- Secure funding for paraprofessional salaries to sustain tiered instructional support.

# Land Trust Goal:

Increase student proficiency in Language Arts on end-of-year RISE assessments by at least 1% annually across all grade levels over the next three years.

# **Proposed Expenditures:**

Land Trust funds will be used to hire and sustain elementary Literacy paraprofessionals and, as needed, ELL support personnel. These positions provide essential small-group reading and language instruction, ensuring students receive personalized support through our Multi-Tiered System of Supports. This investment is especially important given the uncertain future of federal funding sources such as Title I. By maintaining these critical roles, we can continue to help students—particularly those in upper grades—make meaningful growth toward proficiency on RISE assessments.

# Early Light's current numbers....

2025-2026:

**ELL Students: 118 (18)** 

**ELL Students K-2: 25** 

**ELL Students 3-6: 37 (7)** 

**ELL Students 7-9: 13 (3)** 

**ELL Pullouts: 5% of students** 

Tier 3 Pullouts: 15% of students

2025-2026 Tier 3:

Kinder: 28

First: 36

Second: 22

Third: 12

Fourth: 19

Fifth: 20

Sixth: 3

JH: 19

# School Plan 2025-2026 - Early Light Academy at Daybreak

Goal #1	close
Goal Statement Co.	close
Early Light Academy will increase student proficiency in Language Arts on end-of-year RISE assessments by at least 1% annually across all grade levels over the next three years.	
Academic Area	close
English/Language Arts	
Measurements	close

At Early Light Academy, we are committed to fostering a Culture of Learning through the structured, sustainable implementation of tiered instruction designed to meet the needs of all of our learners. This focus on differentiation and learner engagement continues to guide our efforts as we develop a Personalized Competency Based Learning framework. This model provides a clear path for making instruction more personalized and effective, supporting student agency and engagement while helping all learners progress toward proficiency. The most valuable support for our students comes from our classroom educators and the paraprofessionals who provide tiered instruction. Land trust money will be used for personnel salaries that assist with small group reading and ELL instruction. These instructional assistants help us ensure equitable, inclusive, and engaging instruction, providing what each student needs in order to become successful, proficient readers. We have found that our students, especially those in the upper grades, make great progress throughout the year through the year participating in the Multi-Tiered System of supports. This allows them to reach the overall goals of proficiency in end-of-year RISE assessments across all grade levels. Through these efforts, we will increase student proficiency in Language Arts on end-of-year RISE assessments by at least 1% annually across all grade levels over the next three years.

Action Steps close

- 1. We will regularly evaluate support systems to ensure equitable, inclusive, and engaging instruction.
- 2. We will hire elementary grade level literacy paraprofessionals and possible ELL support personnel (depending on the number of ELL students who qualify for services next school year) This will ensure continuous funding for the critical services our literacy paraprofessionals provide, especially given the current tenuous nature of federal funding for programs such as Title I. (\$158,739.64)

Planned Expenditures | close

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	2. We will hire elementary grade level literacy paraprofessionals and possible ELL support personnel (depending on the number of ELL students who qualify for services next school year) - This will ensure continuous funding for the critical services our literacy paraprofessionals provide, especially given the current tenuous nature of federal funding for programs such as Title I. (\$158,739.64)	\$158,739.64
	Total:	\$158,739.64

# Digital Citizenship/Safety Principles Component

close

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**Summary of Estimated Expenditures** 

Summary of Estimated Expenditures				
Category	Estimated Cost (entered by the school)			
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$158,739.64			
Total:	\$158,739.64			

# **Estimated Carry-over**

We do not plan on having any carry over but the form above did not allow me to update the summary of estimated expendiatures for 2025-2026. This should say \$0.00.

# **Publicity**

- Letters to policymakers and/or administrators of trust lands and trust funds
- School newsletter or website

**Council Plan Approvals** 

Number Approved	Number Not Approved	Number Absent	Vote Date
6	0	1	2025-04-23

#### **Back to Agenda**

# **Early Light Academy**

# Electronic Board of Directors Meeting Minutes Thursday, October 16, 2025

Zoom Link: <a href="https://us02web.zoom.us/j/88415917544?from=addon">https://us02web.zoom.us/j/88415917544?from=addon</a>

**Meeting ID:** 884 1591 7544 **Mobile:** (669) 900-9128

In Attendance: Jenn Lund, Brett Crockett, Candice Mitchell, Ann Khong, Ashley Leishman, Penny Ramirez,

Others in Attendance: Heidi Bauerle, Erin Winterton, Dawn Kawaguchi,

**SCHOOL MISSION:** The mission of the Early Light Academy is to deliver a high-quality education with a deep, rich and engaging curriculum utilizing effective instructional techniques and emphasizing history, taking our students from the Stone Age to the Space Age, the Information Age and beyond.

SCHOOL VISION: Understanding history sheds light on our future. Our actions today will impact our tomorrow.

# **MINUTES**

# 8:36 AM – INTRODUCTORY ITEMS

• Welcome & Roll Call – Jenn Lund

There was no PUBLIC COMMENT.

# **CONSENT ITEMS**

• <u>September 17, 2025 Board Meeting Minutes</u> – There was no further discussion. **Jenn** Lund made a motion to approve the consent items. Brett Crockett seconded the motion. The roll call votes were as follows:

Jenn Lund – Aye
Brett Crockett – Aye
Candice Mitchell – Aye
Ann Khong – Aye
Ashley Leishman – Aye
Penny Rameriz – Aye
Motion passed unanimously.

#### **VOTING ITEMS**

Award RFP for Landscaping & Snow Removal — Dawn Kawaguchi reported that
Landscape Solutions is the newly contracted provider currently handling landscaping
services. Jenn added that Director Schmidt has expressed satisfaction with their work. Prior
to this change, Brightview had been the vendor responsible for both snow removal and
landscaping. She explained that forecasting snow removal needs is inherently challenging
due to the unpredictability of snowfall, and that vendors typically charge for a minimum

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.

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ELA Board Meeting Materials 11-19-25

- of one snow removal service regardless of actual snowfall. Landscape Solutions offered more competitive pricing for both snow removal and landscaping services. The agreement will span a three-year term.
- <u>Amended Bullying & Hazing Policy</u> Heidi Bauerle provided a review of the revised Bullying & Hazing Policy, noting that the updates were prompted by recent legislative changes to HB 223. The primary revision involves distinguishing between the definitions of student bullying and staff bullying. Additional updates include a revised definition of civil rights violations and the incorporation of language promoting safe digital citizenship. **Jenn Lund made a motion to approve the following items.** 
  - ✓ Award the RFP for the School's landscaping and snow removal services provider to Landscape Solutions and authorize the director to negotiate and execute an agreement with Landscape Solutions for these services; and
  - **✓** Approve the Amended Bullying & Hazing Policy.

Ann Khong seconded the motion. The roll call votes were as follows:

Jenn Lund – Aye
Brett Crockett – Aye
Candice Mitchell – Aye
Ann Khong – Aye
Ashley Leishman – Aye
Penny Rameriz – Aye
Motion passed unanimously.

#### OTHER BUSINESS ITEMS

- <u>Calendaring</u> Jenn Lund
  - ✓ Next PreBoard Meeting November 5<sup>th</sup> @ 10:30 a.m.
  - ✓ Next Board Meeting November 19<sup>th</sup>
  - ✓ NCSC26 New Orleans, LA June 24-26 (Wed-Fri)

8:45 AM – Jenn Lund made a motion to ADJOURN. Brett Crockett seconded the motion. The roll call votes were as follows:

Jenn Lund – Aye
Brett Crockett – Aye
Candice Mitchell – Aye
Ann Khong – Aye
Ashley Leishman – Aye
Penny Rameriz – Aye
Motion passed unanimously.

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



# ELA Board of Director's Meeting Wednesday, November 19, 2025

Action Item: Kensington Theatre Company Agreement

# **Issue:**

When the School enters into an agreement with a company and the total amount incurred in one year has a potential to exceed the purchasing policy amount of \$25,000, the agreement must be approved by the Board.

# **Background:**

Early Light Academy and Kensington Theatre Company have had a mutually beneficial, ongoing relationship for ten years. Our current agreement is due for renewal. Relevant updates were made to the agreement based on input from both parties. The School wishes to continue this relationship with Kensington and is proposing a ten-year renewal of the updated agreement.

# **Recommendation:**

It is recommended that the board approve the Kensington Theatre Company Agreement and authorize the Board President to sign on behalf of the School.

#### **AGREEMENT**

This Agreement (the "Agreement") is entered into effective as of July 1, 2025, between Early Light Academy, a Utah nonprofit corporation ("ELA"), and Kensington Theatre Company, a Utah nonprofit corporation ("KTC").

#### Recitals

- A. ELA operates a charter school serving grades K-9 in South Jordan, Utah.
- B. KTC operates a nonprofit theatre company in South Jordan, Utah, to produce for the community quality, family-friendly performances in theatre and to provide educational and performing opportunities for children and adults to participate in theatre in a meaningful way that fosters self-esteem, respect for others, cooperative interaction, and commitment to family values.
  - C. Kensington Symphony Orchestra ("KSO") is the orchestral division of KTC.
- D. ELA and KTC have had a mutually beneficial, ongoing relationship in which ELA has provided KTC with the use of ELA's facilities for performances and KTC has provided ELA with the use of its theatre equipment, supported ELA's performing arts program, provided its expertise to ELA and its students, and provided enhanced opportunities for ELA students to be involved in both ELA-sponsored events and KTC's performances in a variety of ways.
- E. ELA facilities include an auditorium, stage, classroom space, cafeteria, choir room, box office, black box theatre, dressing rooms, scene shop, and theatre storage (the "**Theatre**").
- F. KTC desires to use the Theatre as the primary location for KTC's performances, and ELA desires to allow KTC to use the Theatre for this purpose.
- G. The parties therefore desire to document their agreement regarding the nature of their ongoing relationship as set forth herein.

# Agreement

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

# 1. Designated Representatives.

a. The designated representative for ELA for purposes of communication regarding the subject matter of this Agreement is ELA's Director or the Director's designee. KTC will provide ELA's Director or the Director's designee with contact information for their designated representative for purposes of communication regarding the subject matter of this Agreement. Each party will notify the other as soon as reasonably practicable in the event their designated representative changes.

b. The designated representatives will meet annually to address (i) the identity of each party's designated representatives and acknowledge who is using keys (Section 1.a), (ii) scheduling (Section 2.e.ii), (iii) future improvements (Section 3.b), (iv) updating Exhibits (Section 4.b & 4.c), and (v) current FMV of equipment and accounting (Section 5.d & 5.e).

# 2. Use of ELA Facilities.

# a. <u>ELA-Sponsored Events</u>.

- i. Use of the Theatre for ELA-sponsored events will take priority over KTC performances, subject to the annual schedule agreed upon under Section 2.e.i, below, and use of the Theatre by third parties. KTC will ensure that the stage is clear and operable for ELA events such as classes, class performances, choir performances, and assemblies except the two weeks prior to and during the run of scheduled KTC Performances. Sets on the apron should be removeable to accommodate ELA-sponsored events during this period unless agreed upon prior to the production. ELA will still be able to use the stage for ELA-sponsored events during this period.
- ii. ELA and KTC personnel will communicate in order to ensure that each party understands which events involving use of the Theatre are ELA-sponsored events, which events are KTC events, and which events are third party events.
- iii. ELA will be solely responsible for all activities related to ELA-sponsored events. However, KTC will make stage crew personnel available to assist ELA's stage crew class with ELA-sponsored events when necessary.
- iv. Although KTC personnel who are not ELA employees may agree to assist ELA in connection with ELA-sponsored events, any KTC personnel who are not ELA employees and who provide services in connection with ELA-sponsored events will be acting as ELA volunteers for those events.
- v. The parties acknowledge that some KTC personnel are also ELA employees. ELA's Director will coordinate with those individuals to ensure that the terms of their employment, including compensation, and job duties are clear with respect to ELA-sponsored events and activities involving the Theatre. Any change to the current employment arrangement would substantially change the dynamics between ELA and KTC and will therefore trigger a requirement to review the Agreement and ensure that it will be workable moving forward.
- vi. ELA will retain all revenue and proceeds from ticket sales for ELA-sponsored events involving the Theatre.
- vii. ELA may choose to have KTC sponsor any of their events using KTC's ticketing system, advertising, and personnel. Revenue received by KTC for such events will be used to pay for the expenses of the production first and then any remaining net proceeds will be added as a credit to ELA on the trade account under Section 5, below. If KTC's expenses for such an event exceed revenues, a credit to KTC will be added to the trade account under Section 5, below. KTC will provide ELA a production report, following each KTC-Sponsored ELA event, outlining revenue and production expenses within thirty (30) days after the close of the production. The report shall also include a detailed printout of tickets sold from the ticketing software.

# b. Use for KTC Performances.

i. The parties intend that the Theatre will serve as the primary location for KTC's performances during the term of this Agreement. The parties therefore intend to

cooperate in good faith in order to establish plans and schedules for use of the Theatre that will accommodate both KTC's needs as well as the needs of ELA.

- ii. KTC will take reasonable efforts to ensure that any ELA students or staff members that are involved with KTC events understand that those events are sponsored exclusively by KTC, are independent of ELA, and are therefore not school-sponsored events.
- iii. In order to help maintain a clear distinction between ELA-sponsored activities and KTC events and operations, with the exception of crew set design and building as part of the ELA Stage Crew class during the school day, KTC personnel who are employees of ELA will not conduct KTC-related business, including but not limited to activities related to KTC performances, during times the individual is being paid as an ELA employee.

# c. Use by Third Parties.

- i. When the Theatre is not scheduled for use by ELA or KTC, third parties may use the Theatre under the applicable terms of ELA's standard Building Use Policy and associated procedures.
- ii. ELA and KTC will coordinate the management of reservations of the Theatre by third parties.
- iii. ELA will collect from third parties fees for the rental of the Theatre and will collect from such third parties and remit to KTC any KTC fees for the usage of ticketing, sound, lighting, other equipment, and crewing for such usage. KTC's fees will be set forth in ELA's fee schedule for third party rentals of the Theatre. KTC will provide the school with an invoice for these fees within thirty (30) days after such third-party rental.
- iv. The parties will coordinate in order to ensure that each party understands the other party's procedures for scheduling usage and paying fees.
- v. The parties will provide each other with timely and accurate information about their respective fees in order to ensure effective coordination when dealing with third parties.
- vi. KTC will keep clear the loading dock/scene shop area to allow third party rentals access to the theatre according to the third-party's rental agreement with ELA .

# d. <u>Fee</u>.

- i. In exchange for the various contributions from KTC to ELA under this Agreement as documented in accordance with Section 5, below, KTC will be allowed to use the Theatre without any additional charge for rent but shall pay any actual janitorial fees incurred by ELA with each use for the events agreed upon pursuant to Section 2.e.i, below, for the term of this Agreement.
- ii. KTC and ELA will periodically review utility costs for the Theatre and work together in good faith to determine the amount of utility costs to be allocated to KTC based on the parties' respective usage of the Theatre. Utility costs allocated to KTC will be included on the trade account under Section 5, below.
- iii. For additional performances outside of the KTC events agreed upon pursuant to Section 2.e.i, below, KTC will pay ELA a mutually agreed upon amount of rent for each KTC performance held in the Theatre.
- iv. Third parties using the Theatre will pay ELA the amounts determined by ELA in its sole discretion from time to time for use of the Theatre, depending on the area used, plus additional amounts for the use of ELA equipment.

v. KTC may charge third parties additional fees for the usage of any of KTC's sound, lighting, or stage equipment and crewing for such usage, according to ELA's third party rental fee schedule.

# e. Scheduling

- i. KTC will be allowed to use the Theatre without any additional charge for the following guaranteed Productions each year: Four Main Stage or Black Box productions, four sessions of summer educational camps, semiweekly improv performances, one Black Tie event, and one Awards night. Each production is composed of several performances, rehearsals, scene construction, and technical crewing. The estimated number of days of use by KTC each year is 108 days in the Auditorium, 194 days in the Black Box, and 90 days in the Choir Room. This may include use of the Theatre for up to two performances by Kensington Symphonic Orchestra ("KSO") and access to a room in the Theatre for KSO to rehearse once each week in exchange for KSO's agreement to play for ELA-sponsored musicals and events as determined in annual scheduling meeting.
- ii. The designated representatives of each party will meet during the first quarter of each calendar year to coordinate by May 1 the schedule for use of the Theatre during the following school year, which shall run from August 1 through July 31 for the purposes of this Agreement. Scheduling will be coordinated and maintained using a shared calendar, such as Google Calendar, that the designated representatives can edit and add to. KTC will follow ELA procedure to reserve spaces for KTC usage.
- iii. In the event of a conflict in dates, the parties will work together in good faith to reach a mutually beneficial solution, but, if the parties cannot agree, ELA-sponsored events will take precedence in scheduling.
- iv. Scheduling of use of the Theatre by third parties will be coordinated by ELA in a manner that does not interfere with ELA's use of the Theatre for school purposes or KTC's scheduled use of the Theatre. KTC will manage third party rental of lighting and sound equipment and the crewing for such usage. ELA and KTC will coordinate in connection with third parties who request usage of lighting and sound equipment and the crewing for such usage.

# f. Access, Safety, Security and Supervision.

- i. ELA will have discretion to allocate space for storage of equipment in the Theatre. Certain areas of the theatre shall be reserved as storage for theatre equipment, sets, props, and costumes for KTC and ELA. These areas include the black box theatre, dressing rooms, scene shop, area above the dressing rooms, wings of the main theatre, lighting platforms, lighting booth, sound booth, orchestra pit, and storage rooms adjacent to the auditorium's side entrance.
- ii. ELA will provide KTC's designated representative with any keys and alarm codes necessary to access the Theatre. KTC may request to have two additional representatives that receive keys and alarm codes to access the Theatre. ELA's Director must approve such additional representatives. All KTC representatives must pass a BCI background check for ELA. KTC's designated representative will ensure that KTC maintains records that identify the KTC personnel responsible for supervising KTC daily activities at the Theatre in order to help facilitate any investigation undertaken in connection with use of the Theatre or damage to ELA or KTC property.
- iii. KTC's designated representative(s) will not share keys or alarm codes with any other individuals and will only access the Theatre for KTC-related or ELA-related business. KTC's designated representative(s) will not allow any individual to access the Theatre without supervision for any reason. KTC's designated representative(s) will be responsible for

ensuring that alarms are properly activated and that the facility is secure when leaving the Theatre after normal business hours.

- iv. KTC's designated representative(s) will ensure that all of KTC's operations and activities conducted on ELA property, especially any operations involving minors, are conducted in a safe and responsible manner with adequate supervision.
- v. The parties will cooperate to maintain the Theatre, including backstage areas, in a clean and orderly fashion and will ensure compliance with any applicable health and safety codes, including fire codes.
- vi. ELA recognizes that use of the Theatre by KTC and third parties may involve use of space in the facility other than just the auditorium and stage. The parties' designated representatives will communicate and reach a mutual understanding regarding which areas of the Theatre will be used for any given KTC or Third-Party event. Reasonable efforts will then be undertaken to ensure that access to other portions of the facility are limited to the maximum extent possible.

# g. <u>Cleaning and Janitorial</u>.

- i. Each party will be responsible for ensuring that the Theatre is returned to a clean and orderly condition following that party's events.
- ii. In the event that additional janitorial services are required following KTC events, the ELA Building Use policy for additional services will apply.
- iii. In the event that additional janitorial services are required prior to KTC's use of the Theatre, ELA will reimburse KTC for janitorial costs incurred by KTC required to prepare the space for use.
- iv. KTC may use ELA's dumpsters but will reimburse ELA for any additional dumpster service, in addition to the normal schedule, that is required as a result of KTC's use of ELA's dumpsters.
- h. <u>Mailing Address</u>. ELA will provide KTC with a U.S. mailing address at the physical location of the theatre. KTC will use this address as its permanent mailing address for its business communications and deliveries. KTC will cease using this mailing address upon termination of the Agreement.

# 3. Improvements to ELA Facilities.

- a. The parties acknowledge that KTC will, from time to time, pay for or perform improvements to the Theatre and associated facilities.
- b. All improvements to the Theatre and associated facilities must be approved in advance by and coordinated with ELA's Director or designee prior to the commencement of any work, and any substantial improvements, as determined by ELA's Board President in their discretion, must be approved by ELA's Board of Directors. All such improvements must be performed by qualified personnel and in a workmanlike manner according to applicable building codes.
- c. All improvements to the Theatre and associated facilities will be and remain the sole property of ELA, and ELA will be under no obligation to pay or reimburse KTC for any cost or expense associated with such improvements.
- d. KTC will provide to ELA's Director or designee in a timely manner accurate information regarding the cost and expense of all improvements to the Theatre and

associated facilities performed or paid for by KTC so that ELA may properly account for such items under Section 5, below.

# 4. Equipment and Fixtures.

- a. <u>Equipment Owned by KTC Prior to the Date of this Agreement</u>. The parties acknowledge that KTC owns certain equipment as of the date of this Agreement that will be stored in and used in connection with KTC, ELA, and Third-Party events in the Theatre. Exhibits A, B, and C contain an accurate itemized list of this equipment (indicated by an asterisk) as of the date of this Agreement.
- b. <u>Equipment Purchased After the Date of this Agreement</u>. Unless otherwise agreed by the parties in writing, KTC will retain ownership of equipment that it purchases for use in the Theatre that is not permanently affixed to the Theatre as a fixture. Exhibits A, B & C will be updated by the parties on an annual basis to maintain an accurate record of KTC's equipment going forward.
- c. <u>Fixtures</u>. Unless the parties agree otherwise in writing, any items permanently affixed to ELA's facilities, whether by ELA or KTC, will become and remain the sole property of ELA, and ELA will be under no obligation to pay or reimburse KTC for any cost or expense associated with such fixtures. Exhibits A, B & C will be updated by the parties on an annual basis to maintain an accurate record of ELA's fixtures going forward.
- d. <u>Use of Equipment and Fixtures</u>. KTC grants ELA the right to use any and all KTC equipment, including but not limited to costumes, props and set pieces, located on ELA property, and ELA grants to KTC the right to use any theatre-related equipment and fixtures owned by ELA. KTC will also ensure that ELA has the right to use any KSO equipment stored at the Theatre. Any third parties who desire to use ELA equipment in connection with their use of the Theatre will be required to pay additional fees determined by ELA from time to time.
- e. <u>Division of Costumes, Props, and Set Pieces</u>. The parties acknowledge that both parties have contributed to the acquisition and creation of property such as costumes, props, and set pieces. The parties further acknowledge that, given the nature of the arrangement, it is difficult to definitely account for the ownership of such items, which are often shared, modified, deconstructed, and repurposed. Therefore, the parties agree that, notwithstanding anything to the contrary in Exhibit B or C, upon the termination of the Agreement, representatives of the parties will meet and negotiate in good faith a reasonable division of such items in order to facilitate each party having a functioning theatre program moving forward.
- f. <u>Training</u>. Since much of the theatre-related equipment and fixtures are technical in nature, the parties will communicate and coordinate in order to ensure that both ELA and KTC personnel are properly trained regarding the safe and appropriate use of such equipment and fixtures.

# 5. Accounting.

- a. KTC will provide to ELA's Director or designee in a timely manner accurate information regarding the cost and expense of all equipment and fixtures paid for or provided by KTC so that ELA may properly account for such items.
- b. KTC and ELA will each account for the exchange of services and for the use of assets as follows:

- i. Expenses incurred by each party and documented as provided in Section 2.a.vii and Section 2.d.ii, above, will be booked.
- ii. Use of the Theatre facility by KTC will be booked monthly as a long-term operating lease at fair market value (FMV) of \$4,100.
- iii. The essential theatre equipment detailed in Exhibit A will be booked monthly as a seven (7) year operating lease with monthly payments of \$1,600.00. If either party terminates the Agreement prior to the expiration of the term, ELA will have the option to purchase the Exhibit A equipment for then-current FMV. At the completion of the term of the Agreement, ELA shall have the option to purchase the Exhibit A equipment for one dollar (\$1.00).
- c. The use of KTC owned equipment detailed in Exhibit B will be booked as equipment rent at FMV. Equipment, improvements, and fixtures purchased by KTC to be owned entirely by ELA, as detailed in Exhibit C, will be booked as a sale of assets at FMV between KTC and ELA.
- d. KTC and ELA will meet annually to decide on the current fair market values to be used. ELA will provide KTC with invoices for monthly rent reduced to zero by a "trade credit" entry on the invoice. KTC will provide ELA with invoices for services, equipment, fixtures, and improvements it provides, reduced to zero by a "trade credit" entry on the invoice. KTC and ELA will each maintain "Trade Clearing" accounts showing all exchange transactions between the two entities. KTC and ELA will periodically reconcile their respective Trade Clearing account with the other entity's Trade Clearing account.
- e. For financial reporting purposes, KTC or ELA may choose to report the Trade Clearing account balance as a receivable or payable. ELA acknowledges that the Agreement provides substantial benefit to ELA's students and educational programs that are difficult or impossible to quantify. Upon termination of this Agreement, the balance in the Trade Clearing account will be booked as a charitable donation between the two entities.

# 6. Advertising.

a. <u>Advertising for Events</u>. Each party will have full authority and discretion regarding advertising for their respective events. KTC will advertise ELA theatre events to its patrons, including but not limited to advertising on KTC's website and including information in playbills for KTC's events.

#### b. Advertising Sales Revenue.

- i. Each party will have full authority and discretion regarding the sale of advertising in connection with their respective events.
- ii. Each party may retain the revenue associated with ad sales in connection with its events.
- iii. However, ELA will retain full discretion regarding the sales of any on-site physical or electronic advertising such as posters, banners, or billboards placed on ELA's property, whether permanent or temporary. ELA will receive and retain all revenue from sales of such advertising.

## c. <u>Naming Rights</u>.

i. ELA's Board of Directors will have sole discretion regarding granting to any sponsor naming rights to the Theatre as well as any naming or sponsorship of fixtures in the Theatre, such as seats.

- ii. In the event the parties consider such an option, they will cooperate in good faith regarding the terms and conditions of the agreement with the sponsor, including the sharing of revenues received from the sponsor between ELA and KTC and the usage of funds raised. In the event that parties are unable to agree upon usage of funds, ELA's Director or designee will determine where funds are used.
- iii. The parties acknowledge that, depending on the situation, KTC may take the lead in the fundraising efforts and then donating the funds to ELA to be put to the agreed-upon use.
- iv. Any items purchased with funds raised through the sale of naming rights will become ELA property.

# 7. Damage to and Repair of Facilities or Equipment.

- a. The parties will communicate and coordinate regarding any necessary repairs of the facilities or of equipment and fixtures that are used in connection with the Theatre.
- b. KTC and any third party using the Theatre will be responsible for the cost to repair any damage to ELA facilities or equipment incurred in connection with KTC's or the third party's use of the Theatre.
- c. ELA will be responsible for any repairs to the facilities, equipment or fixtures due to ELA's use or arising from ordinary wear and tear from ELA's use.
- d. KTC will be responsible for maintenance of equipment and fixtures in the Theatre/Black Box Space.
- e. Needed repairs should be performed in a timely manner, especially repairs that affect the ability of ELA or KTC to use the full functionality of the Theatre and associated equipment.

#### 8. **Insurance.**

- a. <u>General Liability</u>. At all times during the term of this Agreement, each party will each carry comprehensive general liability and property damage insurance with limits in the aggregate amount of at least two million dollars (\$2,000,000) providing coverage for the respective party's activities under this Agreement. Each party will name the other as additional insured under such policy and provide the other with a certificate of insurance evidencing such coverage on an annual basis.
- b. <u>Property and Casualty</u>. At all times during the term of this Agreement, each party will carry casualty/property damage insurance on the party's equipment that is stored on ELA's property on a replacement cost basis.
- c. <u>Worker's Compensation</u>. At all times during the term of this Agreement, each party will carry workers' compensation insurance in an amount not less than the minimum amount required by applicable law and adequate employee's liability insurance covering all persons employed by that party and performing work on ELA's property.
- 9. **Indemnification.** Each party shall indemnify, defend and hold the other party and its directors, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns harmless against any and all liability, claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs and legal expenses), including, but

not limited to, any claim, loss, damage or injury to person or property of the other party, its students, employees, agents, and/or contractors, invitees or any other third party, arising from or related to the subject matter of this Agreement.

#### 10. Term and Termination.

- a. The term of this Agreement shall commence on the date signed, for a term of ten (10) years from July 1, 2025 and shall automatically renew for additional one (1) year renewal terms until either party terminates the Agreement with or without cause upon sixty (60) days written notice.
- b. Upon termination of the Agreement after the initial 10-year term, KTC would retain ownership of its equipment as designated on Exhibit B and remove it from the premises at its own cost. ELA may purchase such equipment at replacement cost agreed upon by the parties. ELA would retain ownership of the equipment as designated on Exhibit A and Exhibit C.
- c. In the event that ELA terminates the contract prior to the agreed upon time frame outlined in the contract, KTC would retain ownership of its equipment as designated on Exhibit A and Exhibit B and remove it from the premises at its own cost. In the event that KTC terminates the contract prior to the agreed upon time frame, equipment on Exhibit A owned by KTC becomes property of ELA. ELA will retain ownership of the equipment as designated on Exhibit C.
- 11. **Ongoing Communication and Coordination.** The parties recognize that, in order for this arrangement to be workable and mutually beneficial over the long term, coordination and communication between the parties regarding their needs and operations will be essential. The parties therefore agree to make best efforts to maintain open lines of communication between their designated representatives, to communicate to the other party in a direct and respectful manner any concerns regarding these matters, and to work together in good faith to refine the processes necessary to this arrangement over time as the need arises.

The parties have executed this Agreement effective as of July 1, 2025.

corporation	
Name:	
Title:	
Kensington Theatre Companonprofit corporation	ny, a Otan
3 T	
Name:	

Early Light Academy, a Utah nonprofit

#### **EXHIBIT A**

## Schedule of Essential Theatre Equipment Purchased by KTC

# **Lighting Equipment**

- (8) Source four lights
- (6) Fresnel lights
- (8) Par can lights
- (8) LED flood lights
- (1) Lighting board for Black Box
- (1) Spotlight for Black Box

DMX cables and instruments for lights listed above Power cables to all lights listed above Black box dimmers for lights listed above

# Audio and visual equipment

- (2) Ceiling-hung speakers in Black Box
- (1) Amplifier for Black Box
- (1) Signal processor for Black Box
- (1) Rack-mount surge protector
- (6) Wireless lapel mics with transmitters
- (1) Yamaha 03D digital mixing board

Sound cables between mixer, processor, and amps Installed speaker wiring, mic, and line wiring Installed microphone wiring Installed audio connection boxes Installed audio racks

# Rigging Equipment

Black box static fly lines

Black box battens

# Stage Elements, Curtains, Improvements

- (6) Black leg curtains on main stage
- (1) Black Box Cyclorama
- (1) Black traveler in Black Box
- (59) Black leather Black Box chairs
- (50) Red cushion chairs for Choir Room

Shelving in all Theatre areas

American flag

Clothes washer and dryer

Speaker podium

#### **EXHIBIT B**

# Schedule of Equipment Owned and Retained by KTC

<u>Lighting Equipment</u> <u>Rigging Equipment</u>

<u>Light fixtures and associated rigging</u> <u>Chain hoists</u>

<u>Portable dimmers</u> <u>Rigging wire, rope, chains, and connectors</u>

Haze machine
Intelligent lights

Stage Elements, Curtains, Tools, and

Fog machines and special effects Equipment

Set platforms and flats purchased for KTC

DMX cables and instruments shows

Costumes and props purchased for KTC

<u>Electrical power cables</u> <u>shows</u>

Common lighting fixtures

Uninstalled acoustic dividers

Scenery drops

Portable curtains with stands

Audio and visual equipment Portable costume racks

Speakers Tools, power equipment, welder, etc.

Amps, processors, receivers

Uninstalled audio, mic, speaker cables

Ladders and scaffolding

Modular audio racks Scissor lift

MicrophonesMoveable seating, chairs, tablesWireless transmitters/receiversBox office computer equipmentSound mixing boardsSewing machines, steamers, etc.

Camera equipment

#### **EXHIBIT C**

# Schedule of Equipment Owned by ELA

**Lighting Equipment** Rigging Equipment (8) Source four lights Static fly lines (6) Fresnel lights Battens

(8) Par can lights Installed dimmer rack with dimmers (8) Cyclorama lights Lighting bars on side platforms

(1) Lighting board with monitor

(2) Spotlights

DMX cables and instruments for lights listed

Stage Elements, Curtains, Improvements above Set platforms and flats purchased for ELA

Lighting power cables to all lights listed above shows

Costumes and props purchased for ELA

shows Cyclorama on main stage

Audio and visual equipment Grand drape on main stage (6) Ceiling-hung speakers Grand drape valence on main stage

(5) Amplifiers

Black traveler stage curtain on main stage

(1) Blu-100 signal processor (2) Black valences on main stage

(1) Rack-mount surge protector Black Box seating risers (2) Handheld microphones with cables Catwalk in auditorium rafters

(1) Yamaha 03D digital mixing board

Sound cables between mixer, processor, and amps Pit plugs

Installed speaker wiring, mic, and line wiring

Installed microphone wiring Box office furniture

Installed audio rack in sound booth

Installed audio connection boxes

Installed audio rack on stage

Acoustic wall treatments

Video projector

Projector screen

(4) Trap doors Orchestra net



# ELA Board of Director's Meeting Wednesday, November 19, 2025

**Action Item:** Hotline Complaint Policy

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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.

# **Early Light Academy Hotline Complaint Policy**



#### **PURPOSE**

The purpose of this policy is to outline, in accordance with Utah Administrative Code R277-123-7, how Early Light 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.



# **HOTLINE TRAINING ACKNOWLEDGEMENT**

Training Link: <a href="https://www.youtube.com/watch?v=gwbqoAHS0rl">https://www.youtube.com/watch?v=gwbqoAHS0rl</a>

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			
Penny Ramirez	Date		

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



# ELA Board of Director's Meeting Wednesday, November 19, 2025

Action Item: Amending Instructional Materials Policy

Issue:		

Amending the School's Instructional Materials Policy.

# **Background:**

HB 21 from the 2025 legislative session renumbered various parts of the criminal code, including the definitions of "objective sensitive material" and "subjective sensitive material." Those definitions are included in the school's Instructional Materials Policy and the USBE has asked schools to update their policies with the correct/updated code citations. The proposed revisions to the policy include only the updated code citations. No other changes have been made to the policy.

## **Recommendation:**

It is recommended that the Board approve the Amended Instructional Materials Policy.

# Early Light Academy Instructional Materials Policy



#### **PURPOSE**

The purpose of this policy is to establish the parameters by which Early Light Academy (the "School") will select, approve, and purchase instructional materials. The purpose of this policy and accompanying procedures is to also set forth the School's process for reviewing challenges to instructional materials.

#### **DEFINITIONS**

"Instructional materials" are the resources used by educators to deliver curriculum or support student learning. These materials may be commercially available or School-created and include such materials as textbooks, reading materials, videos, digital materials, websites, online applications, and live presentations. "Instructional materials" do not include learning material used in a concurrent enrollment, advanced placement, or international baccalaureate program or class, or another class with required instructional material that is not subject to selection by the School.

"Sensitive material" means an instructional material that constitutes objective sensitive material or subjective sensitive material. "Sensitive material" does not include the instructional material outlined in Utah Code § 53G-10-103(1)(h)(ii).

"Objective sensitive material" means an instructional material that constitutes pornographic or indecent material, as that term is defined in Utah Code § 76-10-123576-5c-208, under the non-discretionary standards described in Utah Code § 76-10-122776-5c-207(1)(a)(i), or (ii), or (iii).

"Subjective sensitive material" means an instructional material that constitutes pornographic or indecent material, as that term is defined in Utah Code § 76–10–1235 76–5c-208, under the following factor-balancing standards:

- (a) material that is harmful to minors under Utah Code § 76-10-120176-5c-101;
- (b) material that is pornographic under Utah Code § 76-10-120376-5c-101; or
- (c) material that includes certain fondling or other erotic touching under Utah Code § 76-10-1227(a)(iv)76-5c-207(1)(a)(i)(C)-(D).

"School community parent" means a parent who has a student currently attending the School, or will have a student enrolled in the School within one year, where the challenged instructional material is being reviewed in accordance with this policy and Utah Code § 53G-10-103(4).

"School setting" means the School's classrooms, library, and property. "School setting" also includes School-sponsored or required activities, including assemblies, guest lectures, live presentations, or other events.

"Stakeholder" for purposes of this policy means:

- (a) an employee of the School;
- (b) a student who is enrolled in the School;
- (c) a parent of a child who is enrolled in the School; or
- (d) a member of the School's Board of Directors.

#### **POLICY**

The School shall comply with the requirements of Utah law and Utah State Board of Education ("USBE") rule regarding the selection, approval, purchase, and review of instructional materials, including but not limited to Utah Administrative Code R277-468 and R277-469, Utah Code § 53G-10-103 and, when applicable, Utah Code § 53G-5-404.

The School's purpose in managing the selection, approval, purchase, and review of instructional materials is to implement, enrich, and support the School's educational program. It is also to prioritize protecting students from the harmful effects of illicit pornography over other considerations in evaluating instructional materials.

#### Criteria for Instructional Materials

Instructional materials should contribute to the intellectual development and positive character of students. Instructional materials used by the School shall:

- (a) be consistent with the Utah Core standards;
- (b) be consistent with the principles of individual freedom as defined in Utah Code § 53G-10-206;
- (c) not constitute sensitive material as defined in Utah Code § 53G-10-103;
- (d) not be prohibited discriminatory practice as described in Utah Code § 53B-1-118; and
- (e) comply with all other applicable state laws and USBE rules.

#### Selection and Approval of Instructional Materials by the Executive Director

The Board of Directors (the "Board") delegates to the School Executive Director the authority and responsibility to select and approve instructional materials for the School, except under circumstances where the Board is specifically required by law or a different School policy to approve instructional materials.

The Executive Director shall select and approve instructional materials that meet the criteria set forth in this policy. When considering instructional materials, the Executive Director may review the USBE's recommended instructional materials (RIMs), but the Executive Director is not required to select RIMs if there are other instructional materials available that meet the criteria set forth in this policy.

The Executive Director shall involve School community parents and instructional staff in the consideration of instructional materials. The Executive Director has discretion as to how to involve such parents and instructional staff in this process.

Selection and Approval of Instructional Materials by the Board

If the Board is required by law or School policy to approve instructional materials for use in the classroom, the Board shall do the following (in order) prior to approving the instructional materials:

- (a) post the recommended instructional materials online to allow for public review or, for copyrighted material, make the instructional materials available at the School for public review; and
- (b) hold at least two Board meetings where the recommended instructional materials is on the agenda and allow an opportunity at those Board meetings for School educators and parents of students enrolled in the School to express views and opinions on the recommended instructional material.

The Board may approve the recommended instructional materials in an open and regular Board meeting after the requirements above have been satisfied. The vote to approve the recommended instructional materials may occur at the second of the two Board meetings described in subsection (b) above.

In accordance with Utah Code § 53G-5-404(13), the requirements in this section apply only if the Board is approving instructional materials. The requirements do not apply if the Board is not approving instructional materials and instead only the Executive Director is selecting and approving instructional materials (which Utah Code § 53G-5-404(13) refers to as "learning material"). In addition, the requirements in this section do not apply to educators' selection of supplemental materials or resources.

Any instructional materials approved by the Board shall meet the criteria set forth in this policy.

#### Purchase of Instructional Materials

The School shall follow its Purchasing and Disbursement Policy in connection with the purchase of any instructional materials, regardless of whether the instructional materials are selected and approved by the Executive Director or by the Board. The School shall identify all costs associated with instructional materials prior to purchasing the instructional materials, including any implementation and professional development costs.

## Educator Selection of Additional Supplemental Materials or Resources

Despite the foregoing, educators at the School may select and use supplemental materials or resources in their classroom to augment instructional materials already selected and approved by the Executive Director or the Board so long as each of the following are satisfied:

- (a) the educator has reviewed the supplemental materials or resources in their entirety prior to using them in the classroom;
- (b) the supplemental materials or resources meet the criteria set forth in this policy; and
- (c) the supplemental materials or resources have not previously been prohibited by the Executive Director or the Board.

# Contract Requirements

If the School contracts with a third party to provide online or digital materials, the School shall include in the contract a requirement that the provider give notice to the School any time that the provider makes a material change to the content of the online or digital materials, excluding regular informational updates on current events. The School shall also comply with applicable requirements in R277-469 related to School contracts with publishers for instructional materials.

#### Sensitive Material Review Procedures

Sensitive materials are prohibited in the School setting. In accordance with Utah law, USBE rule, and the School's administrative procedures, stakeholders may initiate a sensitive material review by the School if they feel an instructional material used by the School constitutes sensitive material.

The Executive Director shall establish administrative procedures that set forth how stakeholders may initiate a sensitive material review by the School and the review process the School will follow. The administrative procedures shall comply with applicable Utah law and USBE rule.



#### Sensitive Material Review

Administrative Procedures

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

#### SENSITIVE MATERIAL REVIEW PROCESS

Stakeholders may initiate a sensitive material review by the School if they feel an instructional material used by the School constitutes sensitive material.

However, notwithstanding the foregoing, if a stakeholder makes three unsuccessful challenges during a given academic year, that individual may not trigger a sensitive material review during the remainder of the given school year. An "unsuccessful challenge" means an allegation that a given instructional material constitutes sensitive material that the School concludes to be erroneous, either on direct review or on appeal to the Board, resulting in the retention of the given instructional material.

Stakeholders may allege that an instructional material used by the School constitutes sensitive material by submitting the Sensitive Material Review Request Form accompanying these procedures. Upon receipt of the completed form by a stakeholder, the School shall:

#### Step One – Initial Review

- (a)(i) Make an initial determination as to whether the allegation presents a plausible claim that the challenged instructional material constitutes sensitive material, including whether the allegation includes excerpts and other evidence to support the allegation. The Executive Director shall designate two or more School employees to make this initial determination for the School (the Executive Director can be one of the two employees if he/she desires); and
  - (ii) If the School's initial determination is that that the allegation presents a plausible claim that the challenged instructional material constitutes sensitive material as described above, the School shall immediately remove the challenged material until the School completes the School's full review of the challenged material as set forth below;

### Step Two – Objective Sensitive Material Standards Review (if necessary)

(b)(i) If the School's initial determination is that the allegation presents a plausible claim that the challenged instructional material constitutes sensitive material, engage in a review of the allegations and the challenged instructional material using the objective sensitive material standards. The Executive Director shall designate three or more individuals to conduct this review, one of which must be a School

- community parent (the School employees who conducted the initial review may also be designated to conduct this review); and
- (ii) If the School determines that the challenged instructional material constitutes objective sensitive material, the School shall ensure that the material remains inaccessible to students in any School setting;

#### Step Three - Subjective Sensitive Material Standards Review (if necessary)

- (c) If, and only if, the School determines that the challenged instructional material does not constitute objective sensitive material, the School shall:
  - (i) Review the allegations and the challenged instructional material under the subjective material standards to determine if an instructional material is subjective sensitive material. The Executive Director shall designate three or more individuals to conduct this review, but at least two of the individuals must be School community parents (the individuals who conducted the objective sensitive material standards review may also be designated to conduct this review, but at least two of the individuals must be School community parents);
  - (ii) Allow student access to the challenged instructional material during the School's subjective sensitive material review if the student's parent gives consent regarding the specific challenged instructional material; and
  - (iii) If the School determines that the challenged instructional material constitutes subjective sensitive material, ensure that the material is inaccessible to students in any School setting, including the termination of the parent consent option described above.

## Miscellaneous Review Rules

Neither the individuals responsible for procurement of the challenged instructional materials nor the stakeholder who is challenging the instructional materials may serve on any of the review committees described in the steps above.

If the School requires a School employee to participate on a sensitive materials review committee requiring engagement outside of contract hours, the School shall compensate the employee for the employee's time participating on the committee.

#### Communication

Soon after the completion of a sensitive material review, the School shall communicate its final determination (regardless of in which step the final determination comes) in writing to the stakeholder who requested the review.

The School shall also communicate to the USBE each stakeholder sensitive material review request, the final determination by the School on each request, and the School's rationale for its final determination on each request. The Executive Director shall communicate this information to the USBE on behalf of the School using the form provided by the USBE:

(a) within 30 school days of the final determination; or

(b) if an appeal is in process, at the conclusion of the appeal.

# **Appeal**

A stakeholder may appeal the School's decision to the Board regarding a sensitive material review by submitting to the Board President the Sensitive Material Appeal Request Form within fourteen days of receiving the School's decision. A stakeholder may file such an appeal regardless of whether the School removed or retained the challenged instructional material. The Board shall vote in a public board meeting to decide the outcome of a sensitive material review appeal. In the board meeting, the Board shall clearly identify:

- (a) the Board's rational for its decision; and
- (b) the Board's determination on each component of the statutory and any additional policy standards used by the Board to reach the Board's conclusion.

# REMOVING INSTRUCTIONAL MATERIALS THAT CONSTITUTE SENSITIVE MATERIAL

# Removing Instructional Material if State Threshold is Met

In accordance with Utah Code § 53G-10-103(7), the School shall remove instructional material from student access upon being notified by the USBE that the following number of LEAs in the state have determined that the instructional material constitutes objective sensitive material:

- (a) at least three school districts; or
- (b) at least two school districts and five charter schools.

However, removal from student access under these circumstances is subject to the USBE voting to overturn the application of the statewide removal requirement with respect to the instructional material. If the USBE votes to overturn the application of the statewide removal requirement with respect to the instructional material, the statewide removal requirement no longer applies and the School may choose to return access to the instructional material to its students.

#### Removing Instructional Material After Sensitive Material Review

The School shall follow the applicable removal requirements described in Steps One through Three of the School's sensitive material review process. In addition, if at the completion of the sensitive material review process the School makes a final determination that an instructional material constitutes sensitive material, the School shall remove the instructional material.

#### Disposal of Instructional Material

When removing instructional material because it constitutes sensitive material, the School shall:

- (a) physically remove the sensitive material from the School;
- (b) remove all access by students to the sensitive material;

- (c) communicate with the relevant vendors and publishers regarding the School's decision;
- (d) legally dispose of the sensitive material; and
- (e) not sell or distribute the sensitive material.

# <u>Information about Instructional Material Requested to be Reviewed:</u>

1)

Title:

after its receipt of a request for review.

2)	Author:		
3)	Publisher:		
4) Do you believe this instructional material constitutes sensitive material as that term is defin			
	Code § 53G-10-103? Yes No		
Info	ormation about Requestor:		
1)	Name:		
2)	Phone:		
3)	Address:		
4)	Email:		
5)	Are you a student of Early Light Academy?	Yes	No
6)	Are you a parent of a student of Early Light Academy?	Yes	No
7)	Are you an employee of Early Light Academy?	Yes	No
8)	Are you a board member of Early Light Academy?	Yes	No
Info	rmation about Review Request:		
1)	Was this instructional material recommended, assigned, used so, please explain.	, or made avail	able through the school? If
2)	In your opinion, how does this instructional material const examples, page numbers, links, or other information to help believe qualifies as sensitive material. Please attach any ima may attach additional pages as needed.	in locating or i	identifying the content you
Req	uestor's Signature:	Date:	
After	you submit this Form, you will receive an acknowledgment of receipt and	l an estimated time	eline for when a decision will be

made by the School. The School generally completes its review and makes its final decision between thirty to sixty (30-60) days

# **Sensitive Material Appeal Request Form**

### **Instructions:**

Requestor's Signature:

A requestor must submit this Form along with a copy of the School's written decision on the sensitive material review request within fourteen (14) days of receiving the School's written decision.

Info	ormation about Requestor:				
1) 2) 3) 4) 5)	Name: Phone: Address: Email: Date you received the School's written decision on	your sensitive	material	review	request
6) 7) 8) 9)	Are you a student of Early Light Academy? Are you a parent of a student of Early Light Academy? Are you an employee of Early Light Academy? Are you a board member of Early Light Academy?	Yes Yes Yes Yes	No No No No		
Info	ormation about Challenged Instructional Material:				
1) 2) 3) 4)	Title: Author: Publisher: Please provide a written statement setting forth your rat regarding the challenged instructional material (attach add		-	School's	decision

After you submit this Form, you will receive an acknowledgment of receipt and an estimated timeline for when a decision will be made by the Board in a public board meeting. The Board generally tries to make its decision at a public board meeting between thirty to sixty (30-60) days after its receipt of an appeal.

Date:



# ELA Board of Director's Meeting Wednesday, November 19, 2025

Action Item: Amend Paid Parental & Postpartum Recovery Leave Policy

# **Issue:**

Amending the School's Paid Parental & Postpartum Recovery Leave Policy.

# **Background:**

This policy is being revised to clarify that that the maximum paid postpartum recovery leave period is 15 contract days and the maximum paid parental leave period is 3 calendar weeks. The revisions specify how the leave periods work and whether non-contracted workdays occurring during the leave period count or do not count toward the applicable and allotted leave period.

## **Recommendation:**

It is recommended that the Board approve the Amended Paid Parental & Postpartum Recovery Leave Policy.

# Early Light Academy Paid Parental & Postpartum Recovery Leave Policy



In accordance with Utah Code § 53G-11-209, the School offers qualified employees paid parental and postpartum recovery leave to enable employees to care for and bond with their new child and to recover from childbirth. This policy is effective July 1, 2025.

## **Definitions**

For purposes of this policy:

"Parental leave" means leave hours the School provides to a parental leave eligible employee.

"Parental leave eligible employee" means a School employee who receives regular paid personal time off (PTO) benefits from the School and is:

- (a) a birth parent as defined in Utah Code § 78B-6-103;
- (b) legally adopting a minor child, unless the individual is the spouse of the pre-existing parent;
- (c) the intended parent of a child born under a validated gestational agreement in accordance with Title 81, Chapter 5, Part 8, Gestational Agreement;
- (d) appointed the legal guardian of a minor child or incapacitated adult; or
- (e) a foster parent of a minor child.

"Postpartum recovery leave" means leave hours the School provides to a postpartum recovery leave eligible employee to recover from childbirth that occurs at 20 weeks or greater gestation.

"Postpartum recovery leave eligible employee" means an employee:

- (a) who receives regular paid personal time off (PTO) benefits from the School; and
- (b) who gives birth to a child.

"Qualified employee" means:

- (a) a parental leave eligible employee; or
- (b) a postpartum recovery leave eligible employee.

"Retaliatory action" means to do any of the following regarding an employee:

- (a) dismiss the employee;
- (b) reduce the employee's compensation;
- (c) fail to increase the employee's compensation by an amount to which the employee is otherwise entitled to or was promised;
- (d) fail to promote the employee if the employee would have otherwise been promoted; or
- (e) threaten to take an action described immediately above.

#### **Paid Parental Leave**

The School allows a parental leave eligible employee to use up to three workcalendar weeks (15 workdays) of paid parental leave for:

- (a) the birth of the parental leave eligible employee's child;
- (b) the adoption of a child;
- (c) the appointment of legal guardianship of a child or incapacitated adult; or
- (d) the placement of a foster child in the parental leave eligible employee's care.

#### Parental leave as described above:

- (a) may not be used before the day on which:
  - (1) the parental leave eligible employee's child is born;
  - (2) the parental leave eligible employee adopts a child;
  - (3) the parental leave eligible employee is appointed legal guardian of a child or incapacitated adult; or
  - (4) a foster child is placed in the parental leave eligible employee's care;
- (b) may not be used more than six months after the date described immediately above;
- (c) shall be used in a single continuous periodmay not be used intermittently, unless:
  - (1) by mutual written agreement between the School and the parental leave eligible employee; or
  - (2) a health care provider certifies that intermittent leave is medically necessary due to a serious health condition of the child;
- (d) runs concurrently with FMLA leave, if applicable to the parental leave eligible employee; and
- (e) runs consecutively to postpartum recovery leave, if applicable to the parental leave eligible employee.

A parental leave eligible employee's paid parental leave does not increase if the parental leave eligible employee:

- (a) has more than one child born from the same pregnancy;
- (b) adopts more than one child;
- (c) has more than one foster child placed in the parental leave eligible employee's care; or
- (d) is appointed legal guardian of more than one child or incapacitated adult.

A parental leave eligible employee may not use more than three work<u>calendar</u> weeks (15 workdays) of paid parental leave within a single 12-month period, regardless of whether during that 12-month period the parental leave eligible employee:

- (a) becomes the parent of more than one child;
- (b) adopts more than one child;
- (c) has more than one foster child placed in the parental leave eligible employee's care; or
- (d) is appointed legal guardian of more than one child or incapacitated adult.

### **Paid Postpartum Recovery Leave**

The School allows a postpartum recovery leave eligible employee to use up to three work weeks (15 contracted workdays) of paid postpartum recovery leave for recovery from childbirth that occurs at 20 weeks or greater gestation.

Postpartum recovery leave as described above:

- (a) shall be used starting on the day on which the postpartum recovery leave eligible employee gives birth, unless a health care provider certifies that an earlier start date is medically necessary;
- (b) shall be used in a single continuous period, unless otherwise authorized in writing by the Executive Director;
- (c) runs concurrently with FMLA leave, if applicable to the postpartum recovery leave eligible employee; and
- (d) runs consecutively to parental leave.

A postpartum recovery leave eligible employee's paid postpartum recovery leave does not increase if the postpartum recovery leave eligible employee has more than one child born from the same pregnancy.

#### **Leave Period**

The maximum amount of paid postpartum recovery leave available to qualified employees under this policy is 15 contracted workdays. Any non-contracted workdays (such as holidays, days during summer break, etc.) that occur during a qualified employee's paid postpartum recovery leave do not count toward the 15-contracted workday leave period.

The maximum amount of paid parental leave available to qualified employees under this policy is three calendar weeks. Any non-contracted workdays (such as holidays, days during summer break, etc.) that occur during a qualified employee's paid parental leave count toward the three-calendar week leave period.

#### **Notice of Plan to Take Leave**

Qualified employees shall give the School's Executive Director notice at least 30 days before the day on which the qualified employee plans to:

- (a) begin using parental leave or postpartum recovery leave; and
- (b) stop using postpartum recovery leave.

If circumstances beyond the qualified employee's control prevent the qualified employee from giving notice as described above, the qualified employee shall give the School each notice described above as soon as reasonably practicable.

All such notices shall be reviewed by the Executive Director. If the employee providing notice does not meet the definition of a qualified employee under this policy (and is therefore not entitled to paid parental or postpartum recovery leave), the Executive Director shall inform the employee. Employees may be required to provide documentation supporting the need for parental or postpartum recovery leave.

#### **Other Leave**

Except with respect to FMLA leave, the School may not charge parental leave or postpartum recovery leave against a qualified employee's regular paid personal time off (PTO) or any other leave a qualified employee is entitled to under the School's leave policies.

#### **Employee Benefits During Leave**

During the time a qualified employee uses parental leave or postpartum recovery leave, the qualified employee shall continue to receive all employment related benefits and payments at the same level that the qualified employee received immediately before beginning the parental leave or postpartum recovery leave, provided that the qualified employee pays any required employee contributions.

#### **Employee Position after Leave**

Following the expiration of a qualified employee's parental leave or postpartum recovery leave, the School shall ensure that the qualified employee may return to:

- (a) the position that the qualified employee held before using parental leave or postpartum recovery leave; or
- (b) a position within the School that is equivalent in seniority, status, benefits, and pay to the position that the qualified employee held before using parental leave or postpartum recovery leave.

Despite the foregoing, if during the time a qualified employee uses parental leave or postpartum recovery leave the School experiences a reduction in force and, as part of the reduction in force, the qualified employee's employment would have been terminated had the qualified employee not been using the parental leave or postpartum recovery leave, the School may terminate the qualified employee's employment in accordance with any applicable process or procedure as if the qualified employee were not using the parental leave or postpartum recovery leave. In addition, upon termination of a qualified employee's employment (for any reason), the employee is not entitled to be paid for any unused parental leave or postpartum recovery leave.

#### **Retaliatory Action**

The School may not interfere with or otherwise restrain a qualified employee from using parental leave or postpartum recovery leave in accordance with this policy. In addition, the School may not take retaliatory action against a qualified employee for using parental leave or postpartum recovery leave in accordance with Utah Code § 53G-11-209.

#### **Part-Time Qualified Employees**

In the event a qualified employee of the School is also a part-time employee, the employee shall be allowed to use the amount of parental leave or postpartum recovery leave available to the qualified employee under this policy on a pro rata basis.