



HOME OF THE LIONS
NORTH DAVIS PREPARATORY ACADEMY

Board Meeting Materials

VISION:

North Davis Preparatory Academy students develop a love of learning, experience high academic achievement, and enjoy high bi-literate proficiency.

BOARD CONSTITUTION:

- ★ We will Govern, not Manage. We will set the direction and goals for the school, but we will not micromanage the day to day administration of the school.
- ★ We will speak with "One Voice". We will recognize that our authority is only valid as a group and not as individuals. We will not use our position on the Board to promote our own personal agendas.
- ★ We will make the Spanish language a key element of our school.
- ★ We will make decisions that will keep NDPA financially stable.
- ★ We will review our Charter before making any dramatic changes to school policy.

February 4, 2026

North Davis Preparatory Academy Board of Directors Meeting Agenda Wednesday, February 4, 2026

Location: Elementary Library, 1765 W Hill Field Rd, Layton, UT 84041



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

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AGENDA

6:00 PM – INTRODUCTORY ITEMS

- Welcome and Roll Call – Monte Poll (5 minutes)
 - Pledge of Allegiance
 - School Vision
 - Board Constitution

6:05 PM – PUBLIC COMMENT (Comments will be limited to 3 minutes each)

- [2026-2027 School Fee Schedule](#)
- [Fee Waiver Policy](#)

6:05 PM – REPORTS

- Administration
 - State of the School – Ryan Robinson (30 minutes)
 - ✓ Student Achievement
 - ★ [MOY Assessment Data](#)
 - ✓ Trust in School

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

- ✓ Retention of Students
 - ★ [Enrollment & Lottery](#)
- ✓ Compliance
 - ★ [SLT FY25 Final Report](#)
 - ★ [Student Conduct & Discipline Administrative Procedures](#)
- Board of Director
 - [Financial Review](#) – Clint Heiner (5 minutes)
 - Board Vacancies – Monte Poll (5 minutes)

6:45 PM – BOARD TRAINING

- SLT Training Assurances – Monte Poll (2 minutes)
- [Open & Public Meetings Act Training](#) – Dawn Kawaguchi & Cathie Hurst (10 minutes)

6:57 PM – CONSENT ITEMS

- [December 3, 2025 Board Meeting Minutes](#)

6:58 PM – VOTING ITEMS

- [Amend 2026-2027 School Calendar](#) – Ryan Robinson (2 minutes)
- [Technology Purchases](#) – Ryan Robinson (2 minutes)
- [Playground Replacement Project](#) – Ryan Robinson (2 minutes)
- [Capital Improvement Plan](#) – Ryan Robinson (2 minutes)
- [Helpside Professional Employer Agreement](#) – Ryan Robinson (2 minutes)

7:08 PM – DISCUSSION ITEMS

- Calendaring Items – ALL (5 minutes)
 - Next PreBoard Meeting – March 10th
 - Next Board Meeting – March 25th
 - NCSC26 New Orleans, LA June 24-26 (Wed-Fri)
 - ✓ Early Registration thru Feb 17th
 - ✓ **Event location:** Ernest N. Morial Convention Center
 - ✓ **Airport:** Louis Armstrong International Airport (MSY)

7:13 PM – CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual and/or to discuss deployment of security personnel, devices, or systems pursuant to Utah Code 52-4-205(1)(a)(f) [IF NEEDED]

7:13 PM – ADJOURN

UPCOMING CALENDAR ITEMS

March

2025-2026 School Fee Schedule (2nd Public Viewing)
 Curriculum Purchases (2 Public Comment Periods)
 SLT Training Assurances
 School LAND Trust Plan
 Comprehensive Guidance Review
 Positive Behavior Plan Review*

May

Audit Engagement Letters
 2025-2026 TSSA Plan

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Capital Improvements
Curriculum Renewals
Prepare for Principal's Evaluation
Science-In-Action Expenditures
Property & Liability Insurance Renewal
Principal Bonus/Salary

June

2024-2025 Final Amended Budget
2025-2026 Annual Budget
2025-2026 Sex Ed Instruction Committee
Title IX Athletics Reporting [if you have athletics in your Jr. High]
Mental Health Screening Determination
Annual Policies Review
Fraud Risk Assessment/Ethical Behavior
Set 2025-2026 Board Meeting Schedule
Ratify Board Members & Terms
Ratify Board Officers
Board Member Agreement

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Student Fee Schedule for ~~2025~~2026-~~2026~~2027

Co-Curricular and Extra-Curricular Fees

Athletics/Activities/Clubs/Etc. (Grades as identified below):

Name	Expenditures Funded by Fees (Spend Plan)	Amount
Basketball (6 th -9 th)	Referees, uniforms, and stipend for coaches	\$ 80 <u>65</u> .00
Volleyball (6 th -9 th)	Referees, uniforms, and stipend for coaches	\$ 45 <u>65</u> .00
Flag Football (6th-9th)	Referees, uniforms, and stipend for coaches	\$65.00
Cross Country (5 th -9 th)	Referees, uniforms, and stipend for coaches	\$ 35 <u>45</u> .00
Soccer (6 th -9 th)	Referees, uniforms, and stipend for coaches	\$65.00
<u>Soccer Club (K-6th)</u> <u>Offered September thru May</u>	<u>Referees, uniforms, and stipend for coaches</u>	<u>\$50.00</u> <i>(per month)</i>
Spirit Squad Team (7 th -9 th)	Competitions, Judges, and Coaches Stipend	\$275.00
	Additional Req. Fees: (If needed, New to team) Team Cheer Uniforms, Cheer Shoes	\$360.00
	Optional Additional non-required fees: Team Warmups Team Backpack	\$200.00
After School Game Club (6 th -9 th)	Materials & Activities	\$10.00
The School Musical Production (5 th -9 th)	Costumes, sets, props, royalties, and production equipment replacement	\$75.00
Spain Study Abroad Trip (9 th)	Flight, Food, Lodging, Activities, Foreign School Instructors	\$3, 8 <u>4</u> 00.00

Per Student (K-5th) Annual Maximum Fee Amount for Year: K-4th \$0.00, 5th \$~~1570~~10.00

This amount reflects the total student fees any student in grades K-5th would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the School for students in grades K-5th for the year.

Per Student (6th) Annual Maximum Fee Amount for Year: \$~~375~~875.00

This amount reflects the total student fees any student in 6th grade would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the School for students in 6th grade for the year.

Per Student (7th-8th) Annual Maximum Fee Amount for Year: \$~~1,210~~260.00

This amount reflects the total student fees any student in grades 7th-8th would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the School for students in grades 7th-8th for the year.

Per Student (9th) Annual Maximum Fee Amount for Year – Without Spain Trip: ~~\$1,210~~260.00

This amount reflects the total student fees any student in 9th grade would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the School (except the Spain trip) for students in 9th grade for the year.

Per Student (9th) Annual Maximum Fee Amount for Year – With Spain Trip: ~~\$4,610~~5,060.00

This amount reflects the total student fees any student in 9th grade would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the School (including the Spain trip) for students in 9th grade for the year.

NOTICE:

Any mandatory payment for student participation in a class, program, or activity provided, sponsored, or supported by the School is a fee and is subject to the fee waiver requirements. Your student may be eligible to have one or more of their fees waived. If you file a fee waiver request with the School and the request is denied, you may appeal the School's decision. The North Davis Preparatory Academy fee policies and fee waiver forms can be found on the School's website: www.northdavisprep.org.

Donations are permissible in both elementary and secondary schools, but all such requests must clearly state that donations are voluntary. A student may not be excluded from a School activity or program because they did not make a donation.

For the convenience of our students, the School office may sell school supplies such as pencils, paper, or simple music repair items. These are not considered fees.

All students are responsible to pay for any loss, breakage or damage they cause. Loss, breakage or damage is not subject to the waiver requirements. Official transcripts may be withheld if breakage or damage costs are not paid as outlined in U.C.A. § 53G-8-212.

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North Davis Preparatory Academy Fee Waiver Policy



PURPOSE

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

POLICY

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

Definitions

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

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

“Curricular activity” means an activity, course, or program that is:

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

"Extracurricular activity"

- (a) means an activity, a course, or a program that is:
 - (i) not directly related to delivering required instruction;
 - (ii) not a curricular activity or co-curricular activity; and
 - (iii) provided, sponsored, or supported by the School.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

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

- (a) regardless of how the charge, expense, deposit, rental, or payment is termed, described, requested, or required directly or indirectly;

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- (b) in the form of money, goods, or services; and
- (c) that is a condition to a student's full participation in an activity, course, or program that is provided, sponsored, or supported by an LEA.

"Fee" includes:

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

"Fee" does not include:

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

"Instructional equipment or supplies"

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

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

- (a) is a personal discretionary charge or purchase, including:
 - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
 - (ii) a charge for college credit related to the successful completion of:
 - (A) a concurrent enrollment class; or
 - (B) an advanced placement examination; or

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

"Provided, sponsored, or supported by the School"

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

“Provision in lieu of fee”

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

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

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

“School activity clothing” means special shoes or items of clothing:

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

“School activity clothing” does not include:

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

“School equipment” means a machine, equipment, facility, or tool that:

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

"Something of monetary value"

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

“Textbook”

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

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

General School Fees Provisions

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

If the School imposes a fee:

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

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

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

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

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

Fees for Classes & Activities During the Regular School Day

Fees for Students in Kindergarten through Sixth Grade

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

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student’s parent a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish, only on a voluntary basis,

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those supplies for student use. The list provided to a student's parent or guardian must include and be preceded by the following language:

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

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

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

Fees for Students in Seventh through Ninth Grade

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

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

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

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

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

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(g) school activity clothing.

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

Fees for Adult Education and Advanced Courses

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

Fees for Remediation Programs

The School may charge students in grades 7-9 fees to participate in the School's remediation programs.

Fees for Optional Projects

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

Fees for Activities Outside of the Regular School Day

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

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

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

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

Fee Schedule

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

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

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

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

In connection with approving a fee schedule, the Board shall authorize each fee individually as required in Utah Code § 53G-7-503.

Maximum Fee Amounts

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

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

Notice to Parents

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

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The School will also post the following on its website each school year:

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

Donations

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

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

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

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

Fee Collection

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

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

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

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

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

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

Budgeting and Spending Revenue Collected Through Fees

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

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

School Fee Collections & Accounting Procedures

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

Fees must be received and deposited in a timely manner.

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

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

Fee Waiver Provisions

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School

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provides fee waivers or other provisions in lieu of a fee. Fee waivers or other provisions in lieu of a fee payment will be available to any student whose parent cannot pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

Fee Waiver Administration

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

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

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA). The School may not identify a student on fee waiver to students, staff members, or other persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

Fee Waiver Eligibility

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

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

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- (e) The student qualifies for McKinney-Vento Homeless Assistance Act assistance. If a student qualifies for McKinney-Vento, verification is obtained through the School's McKinney-Vento liaison.

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

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

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

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

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

Fee Waiver Approval Process

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

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

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

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

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

Appeal Process

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

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

Alternatives to Fees and Fee Waivers

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Principal will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

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

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

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

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

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

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

Annual Review, Approval, and Training

The Board will review and approve this policy annually.

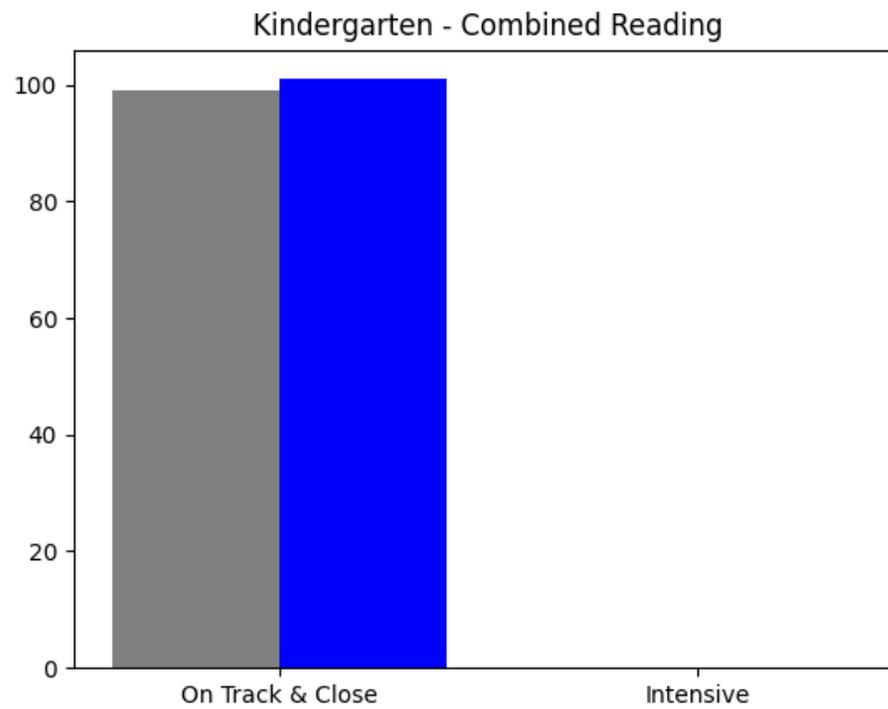
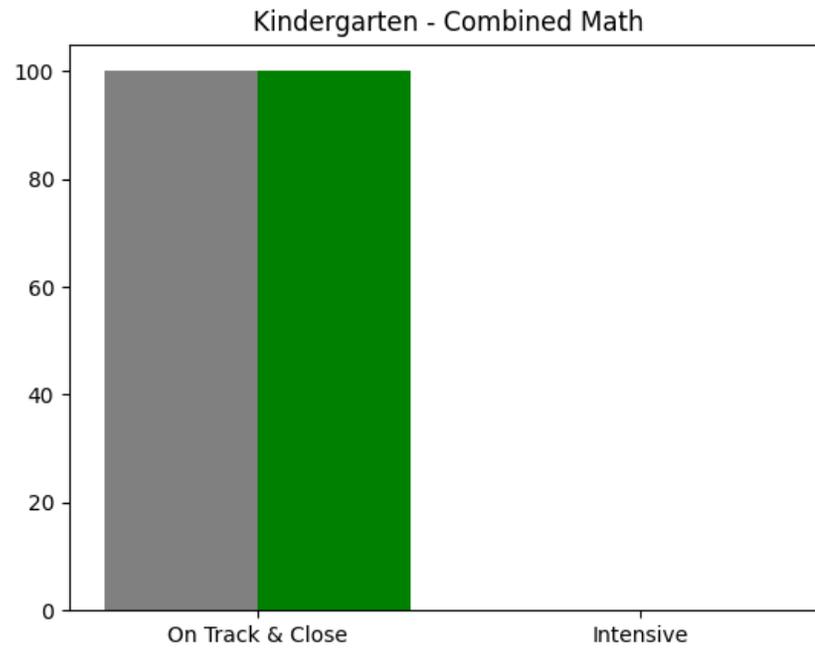
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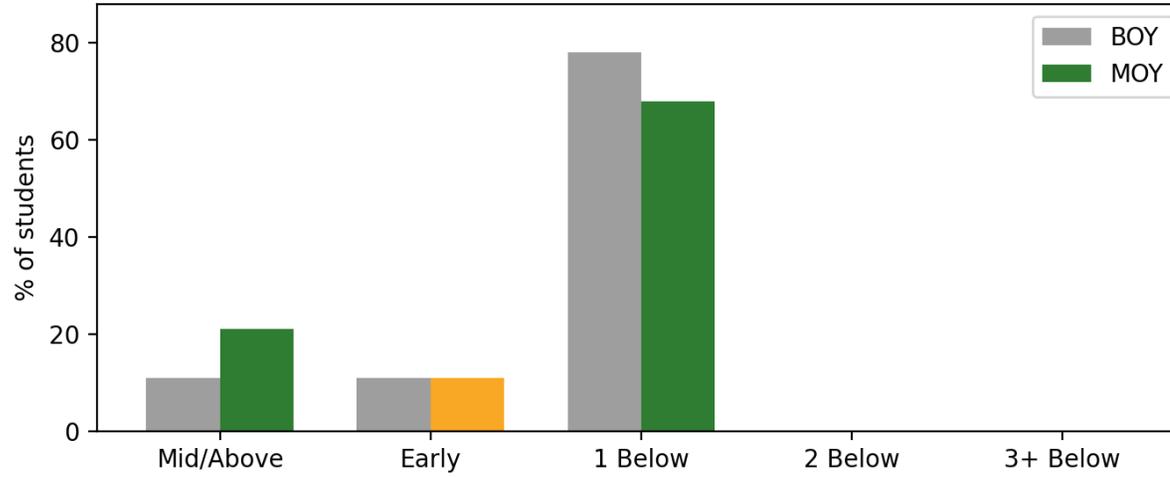
The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

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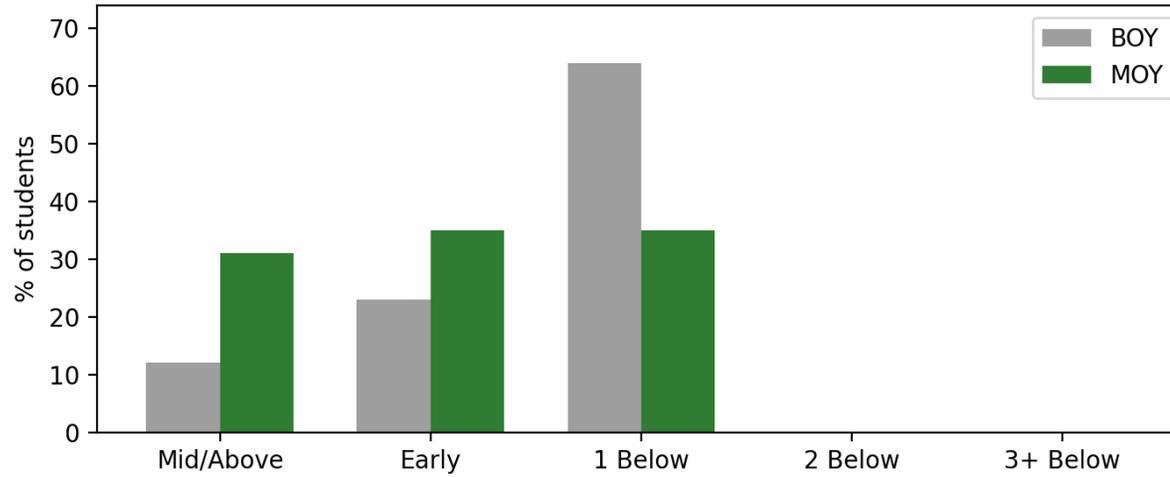
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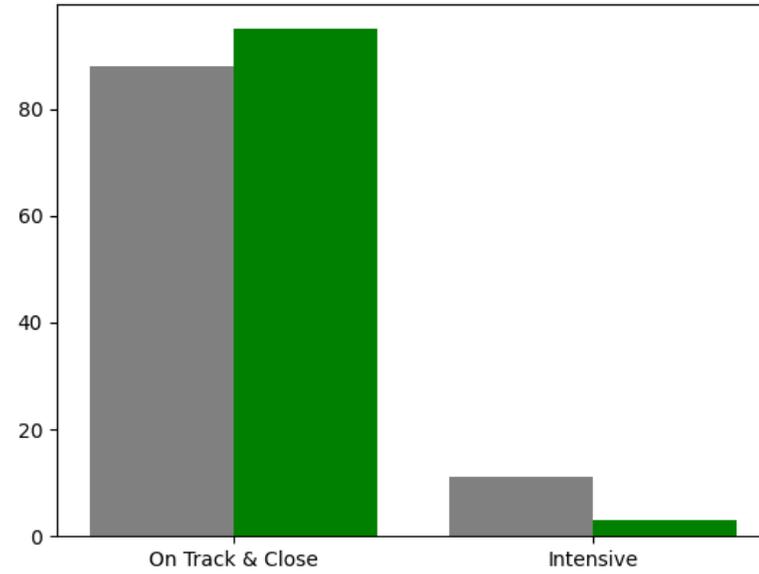
Kindergarten — Math Placement (BOY vs MOY)



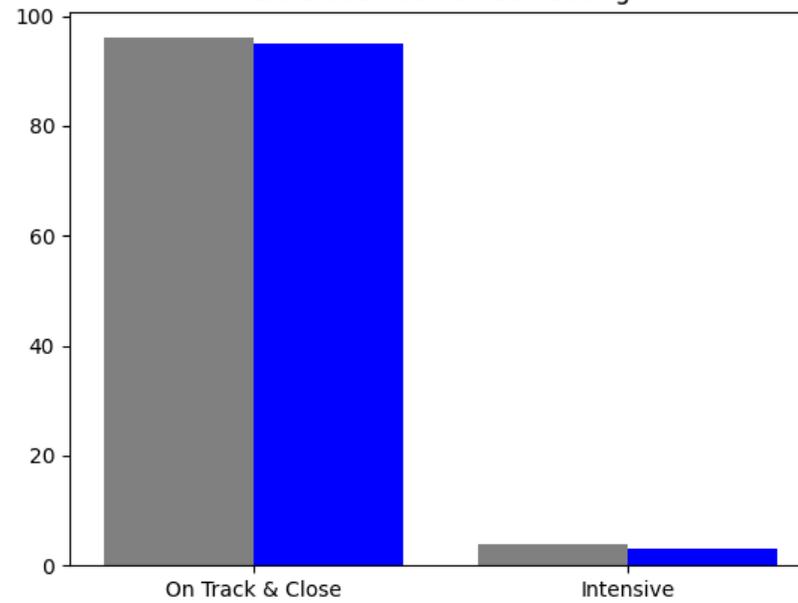
Kindergarten — Reading Placement (BOY vs MOY)



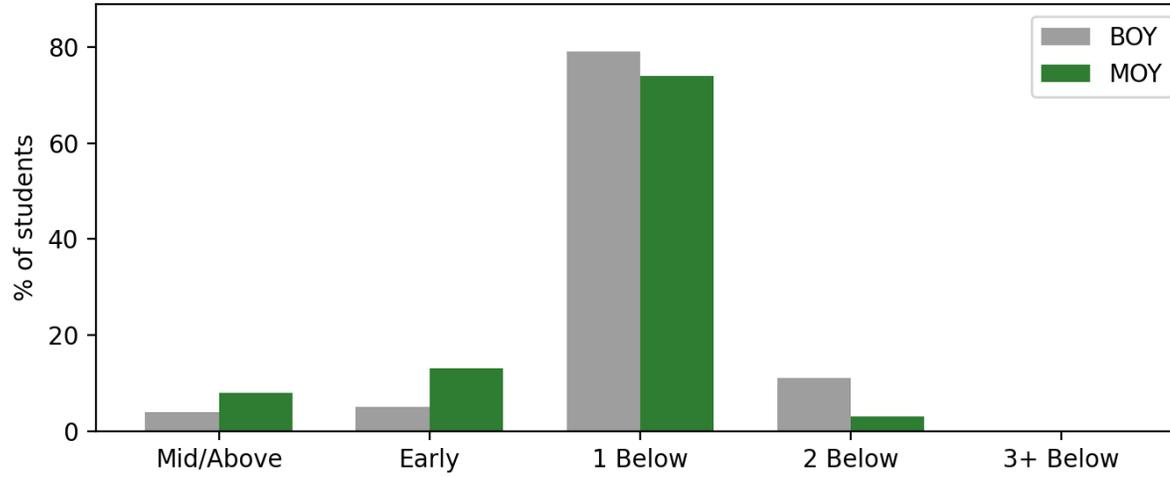
1st Grade - Combined Math



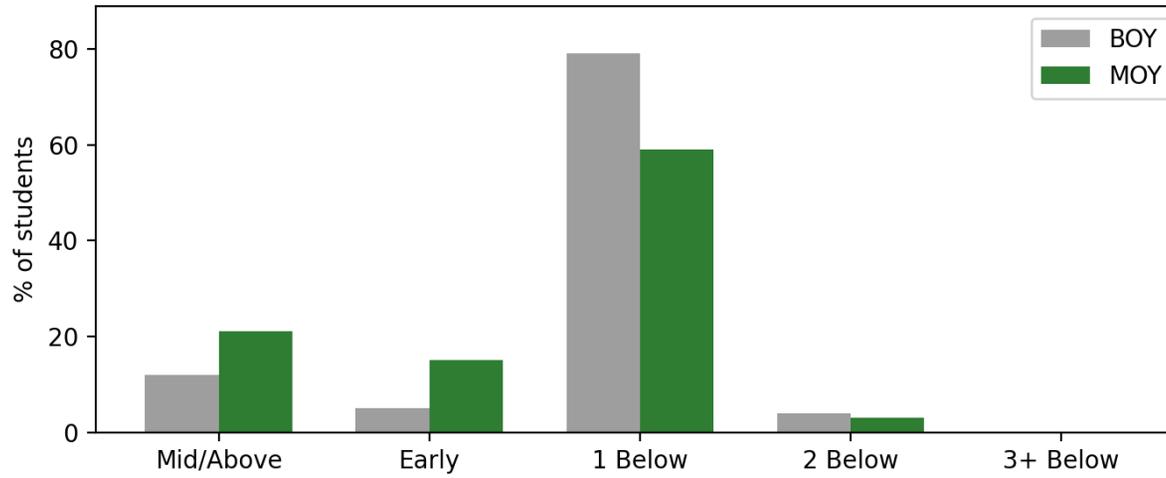
1st Grade - Combined Reading



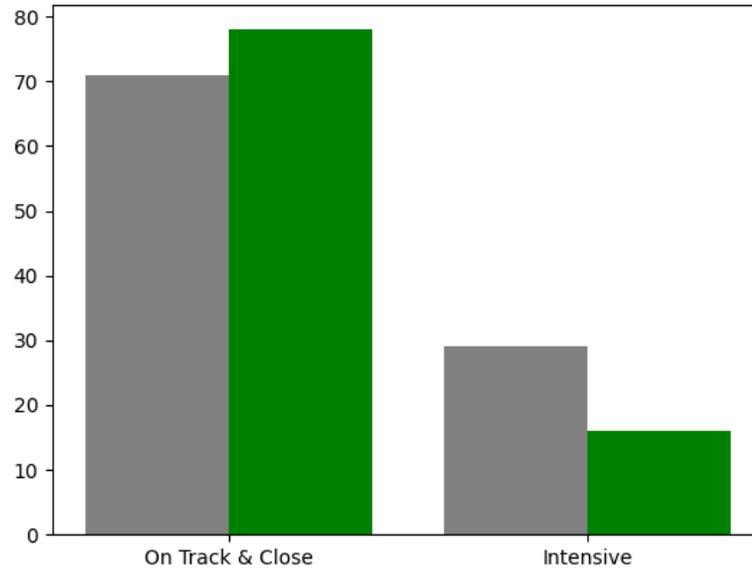
1st Grade — Math Placement (BOY vs MOY)



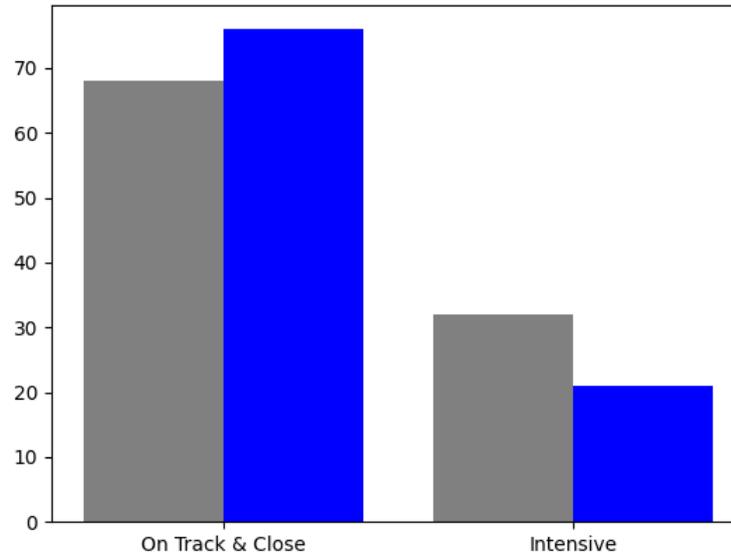
1st Grade — Reading Placement (BOY vs MOY)



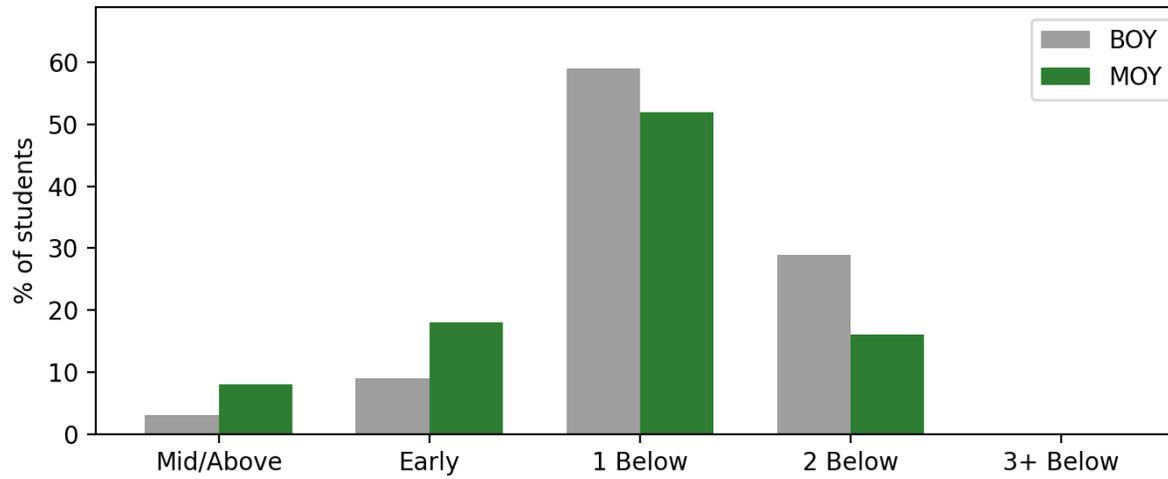
2nd Grade - Combined Math



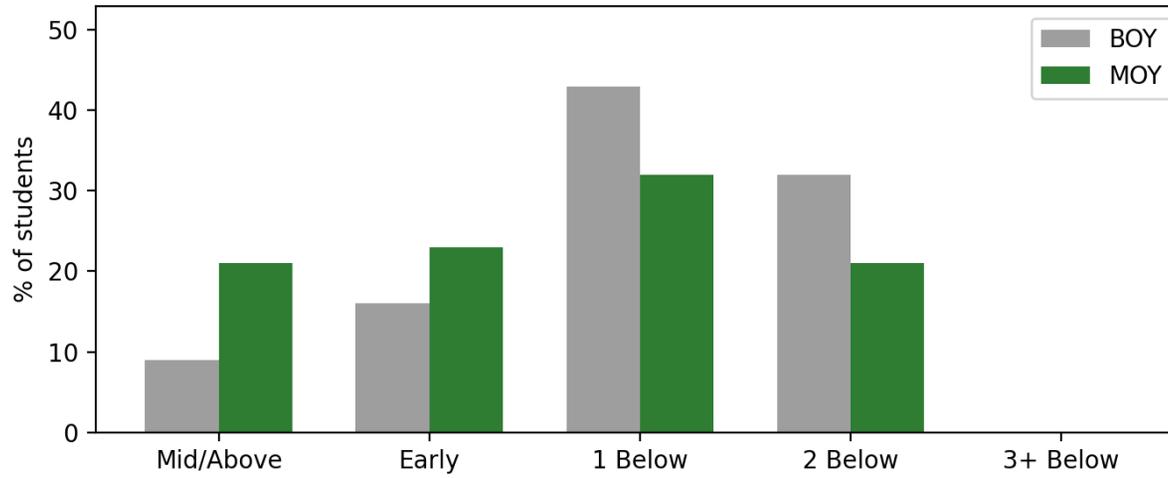
2nd Grade - Combined Reading



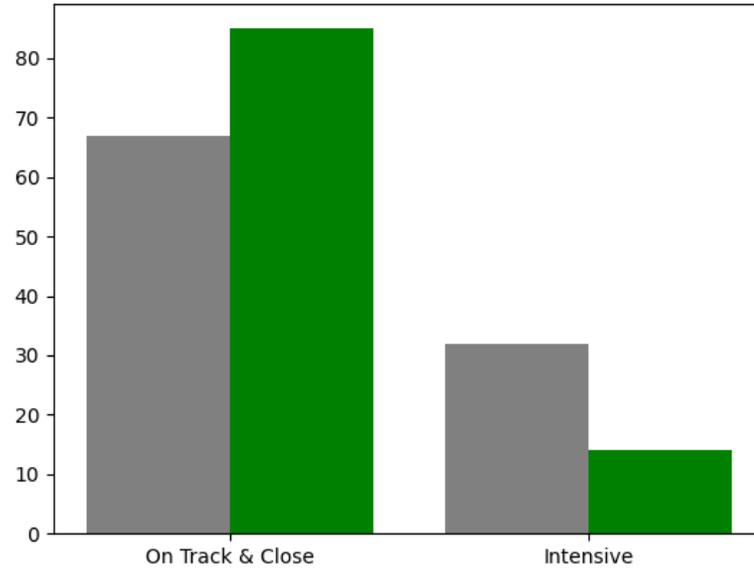
2nd Grade — Math Placement (BOY vs MOY)



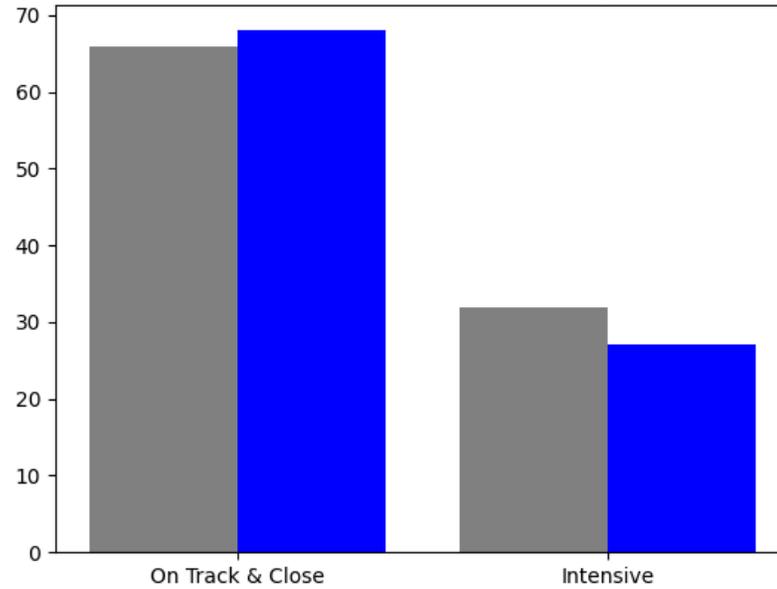
2nd Grade — Reading Placement (BOY vs MOY)



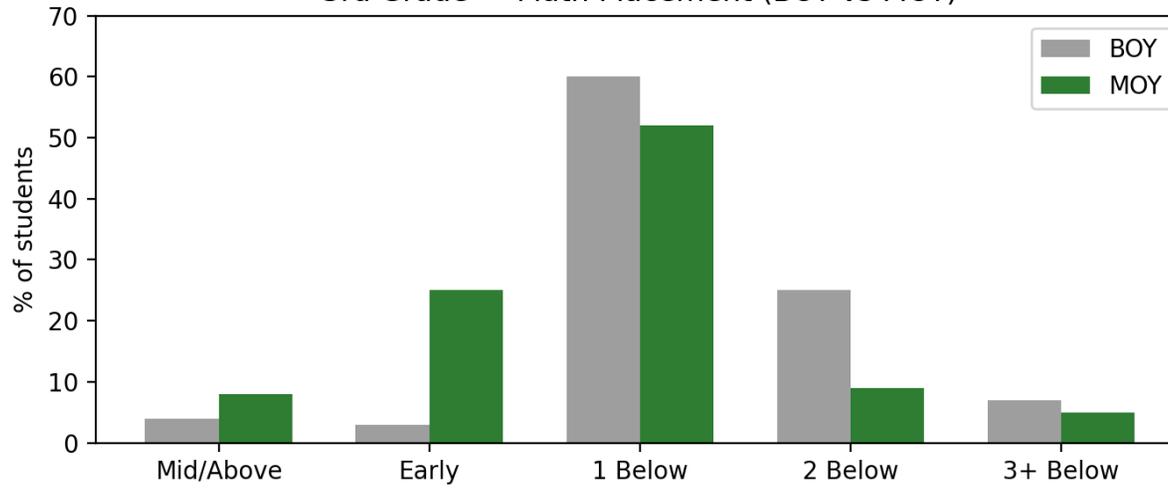
3rd Grade - Combined Math



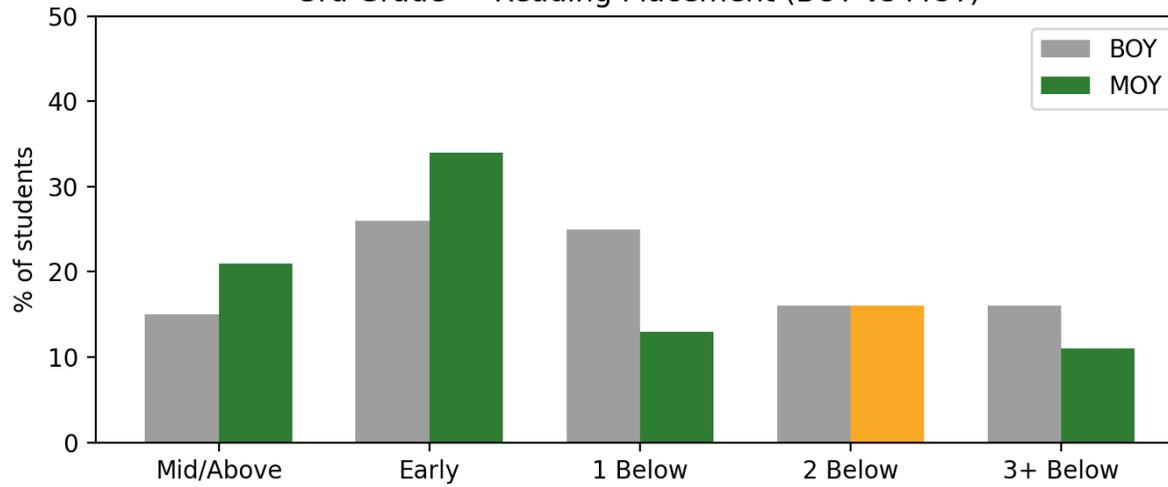
3rd Grade - Combined Reading



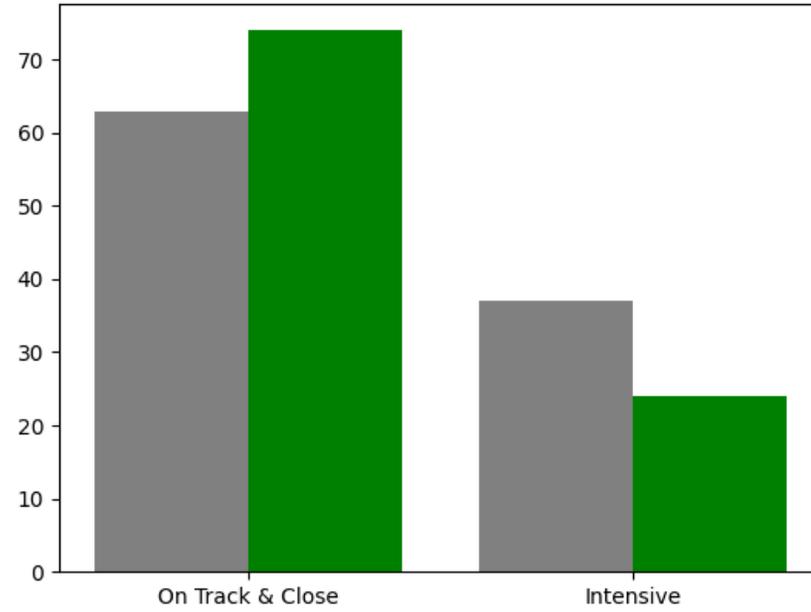
3rd Grade — Math Placement (BOY vs MOY)



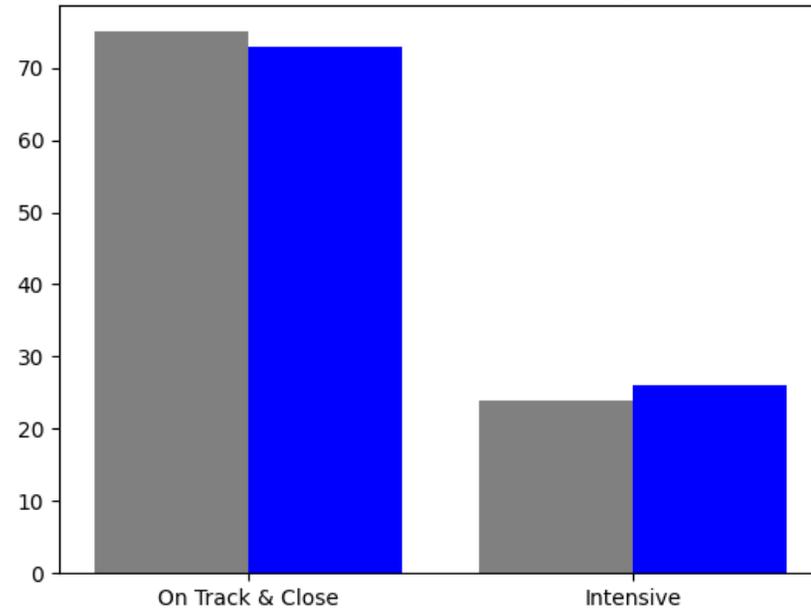
3rd Grade — Reading Placement (BOY vs MOY)



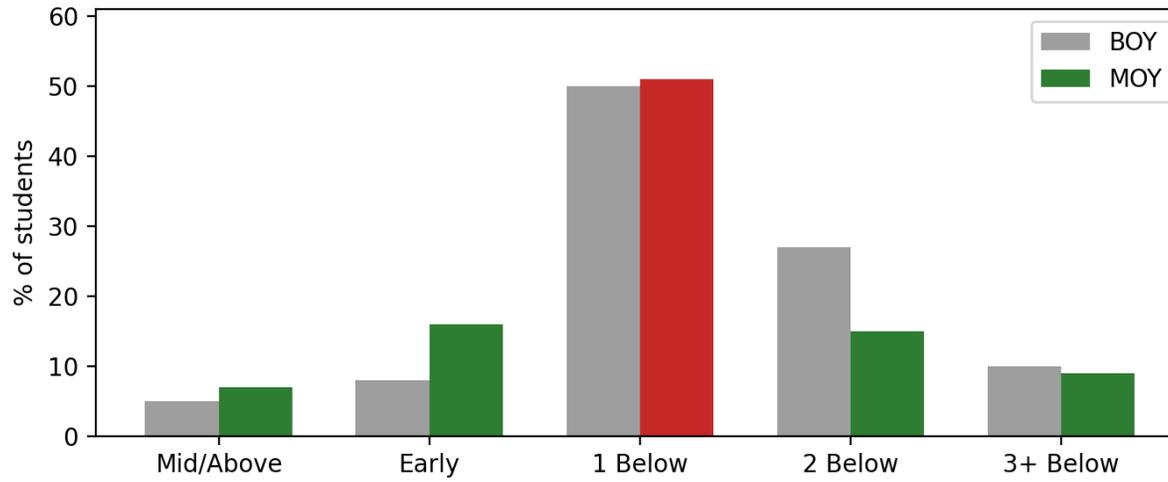
4th Grade - Combined Math



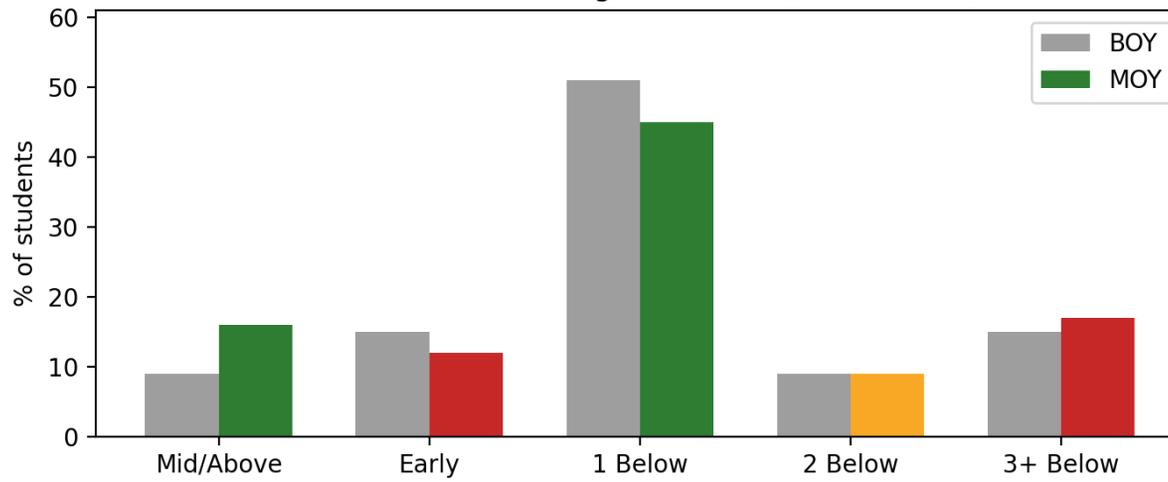
4th Grade - Combined Reading



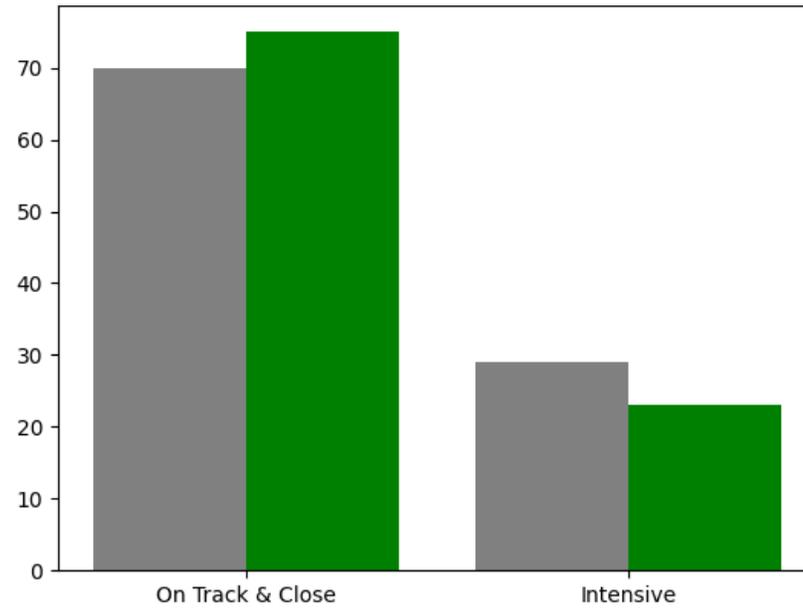
4th Grade — Math Placement (BOY vs MOY)



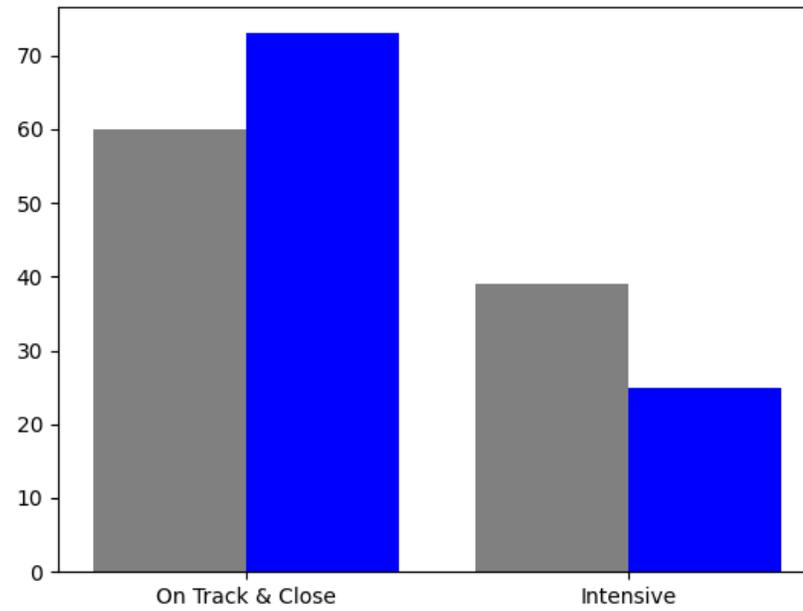
4th Grade — Reading Placement (BOY vs MOY)



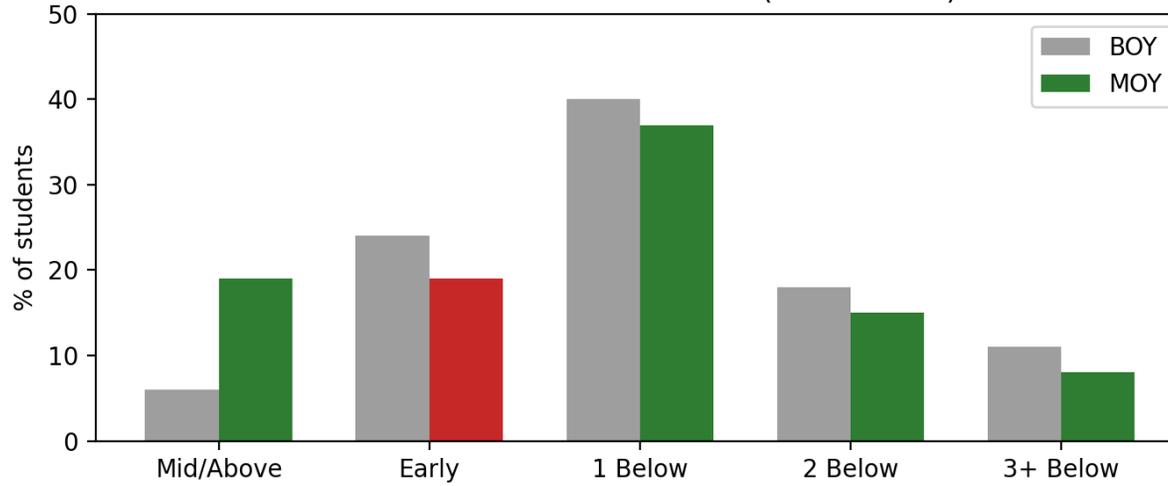
5th Grade - Combined Math



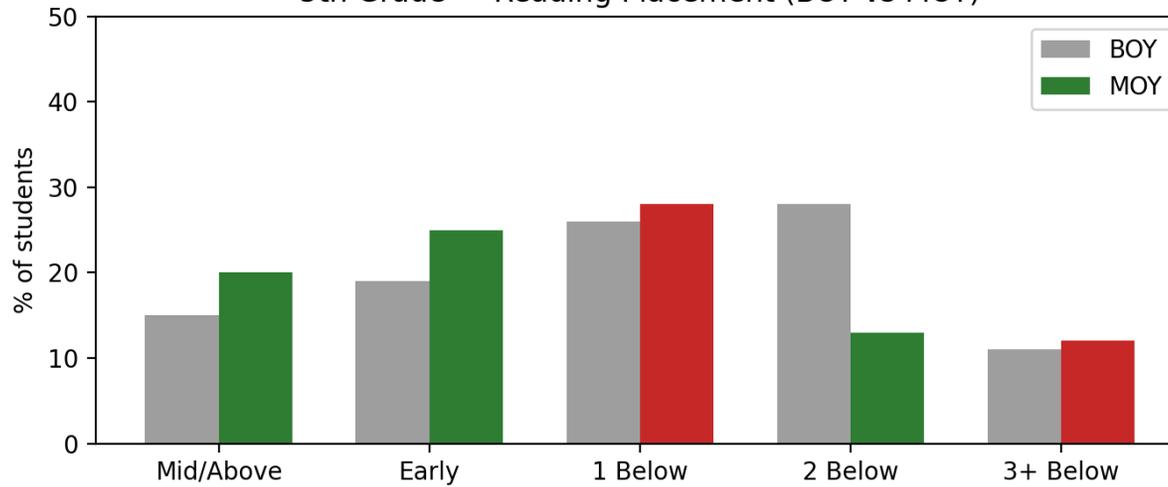
5th Grade - Combined Reading



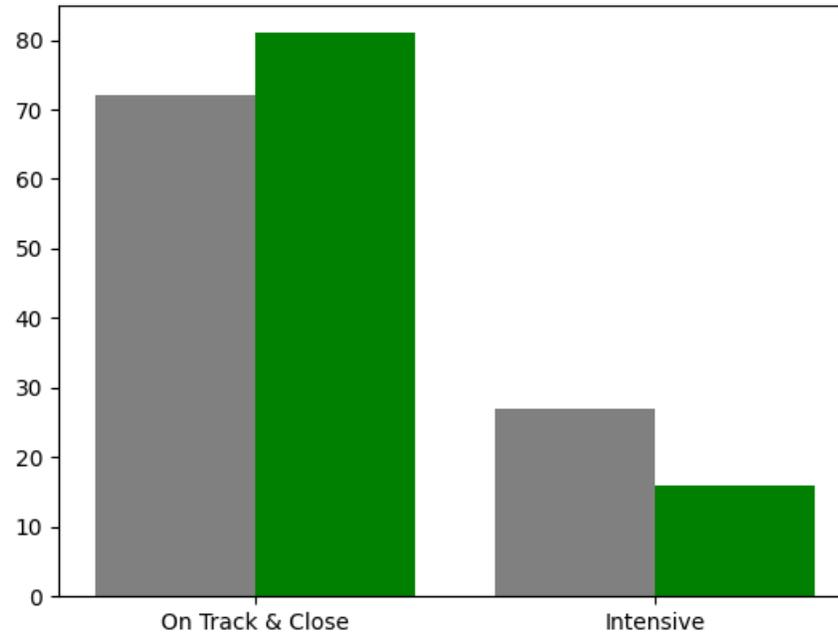
5th Grade — Math Placement (BOY vs MOY)



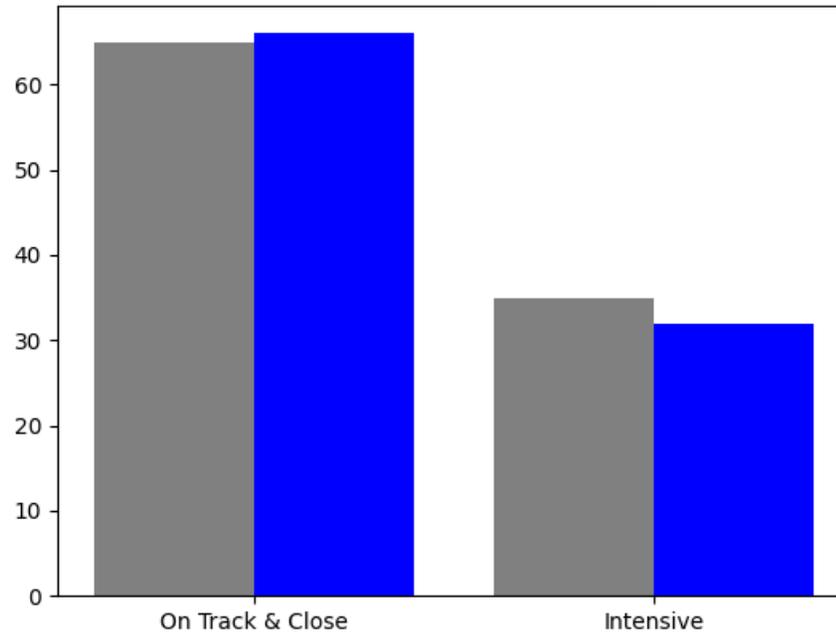
5th Grade — Reading Placement (BOY vs MOY)



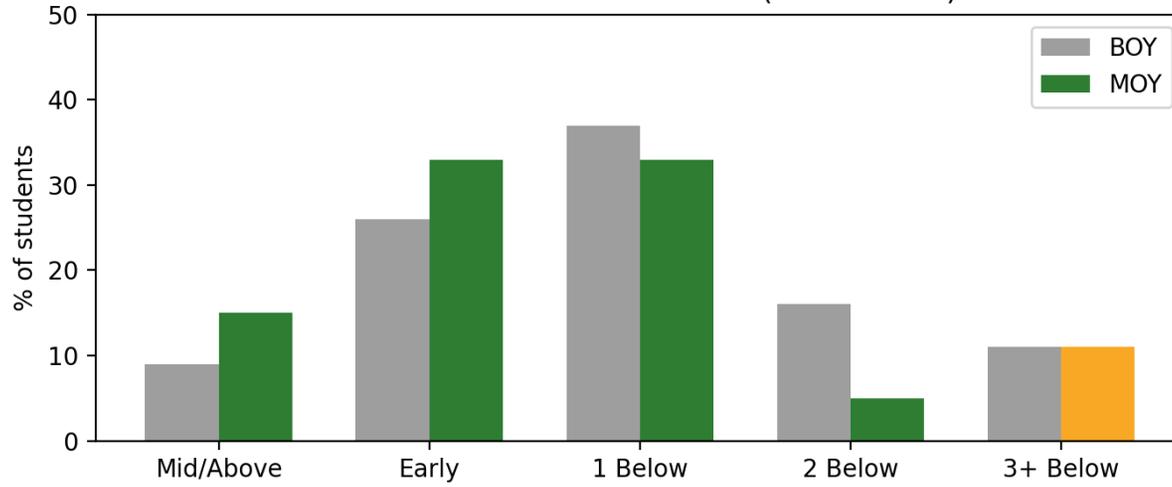
6th Grade - Combined Math



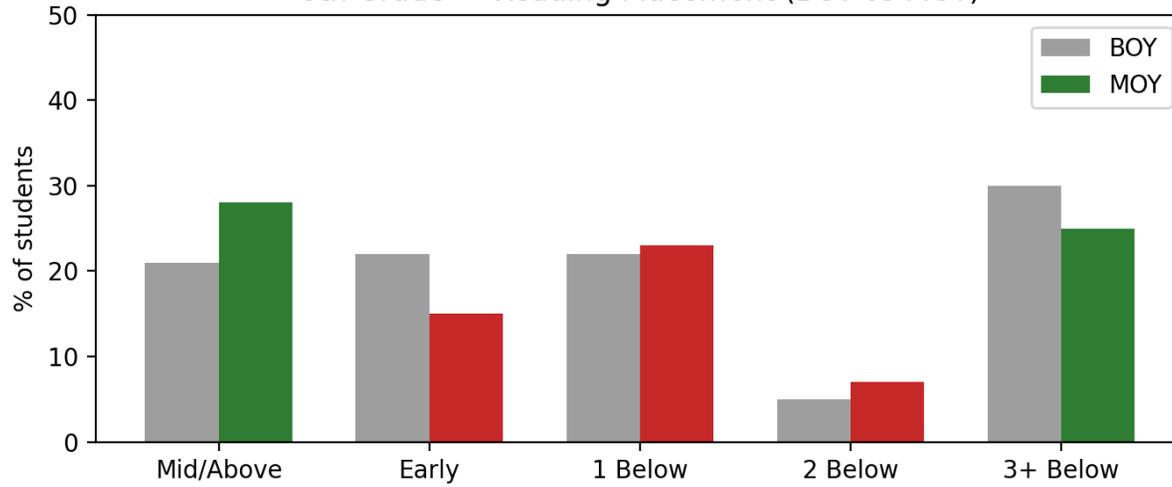
6th Grade - Combined Reading



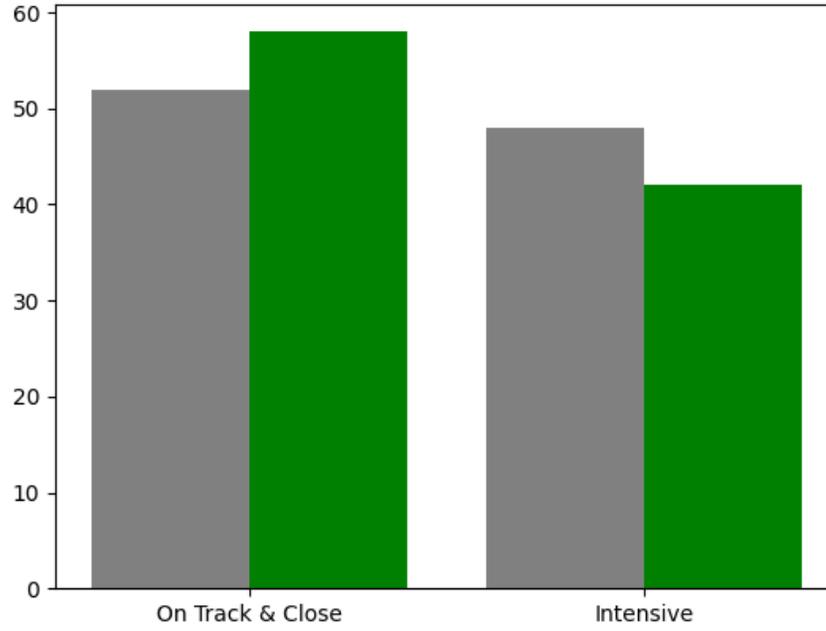
6th Grade — Math Placement (BOY vs MOY)



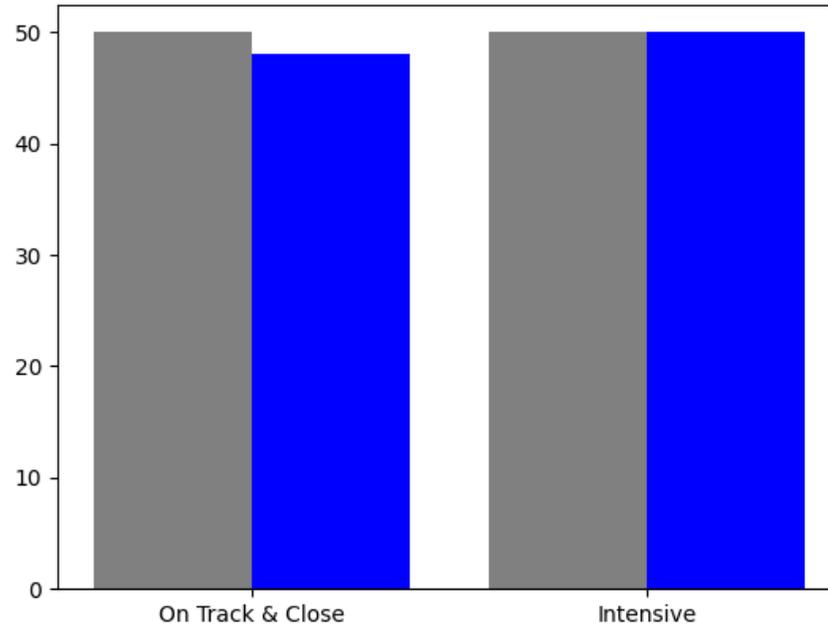
6th Grade — Reading Placement (BOY vs MOY)



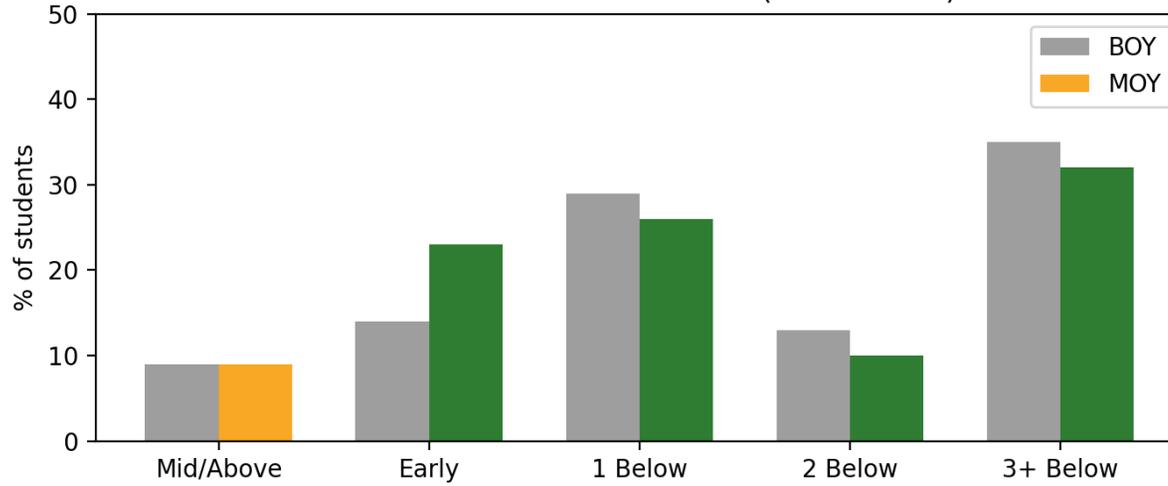
7th Grade - Combined Math



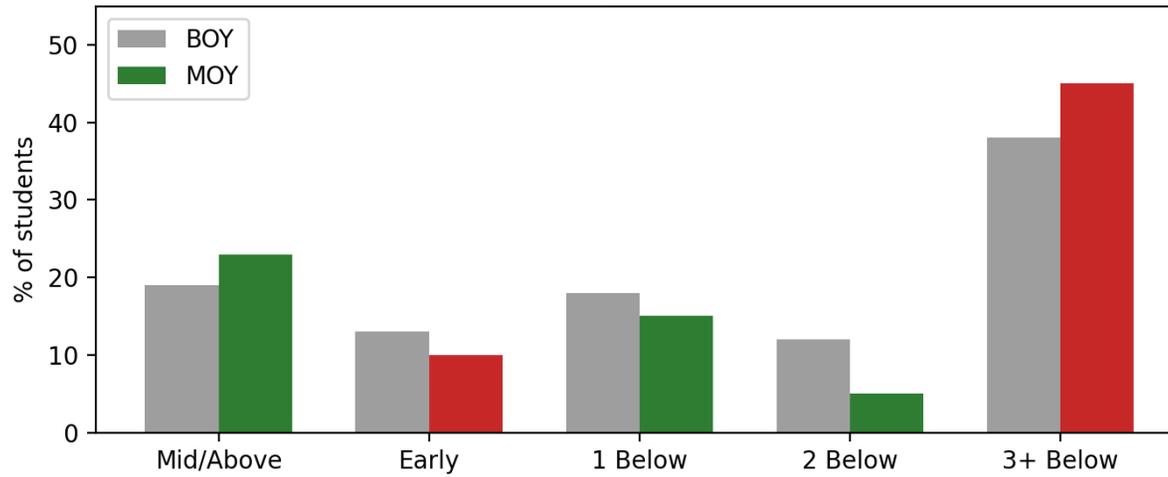
7th Grade - Combined Reading



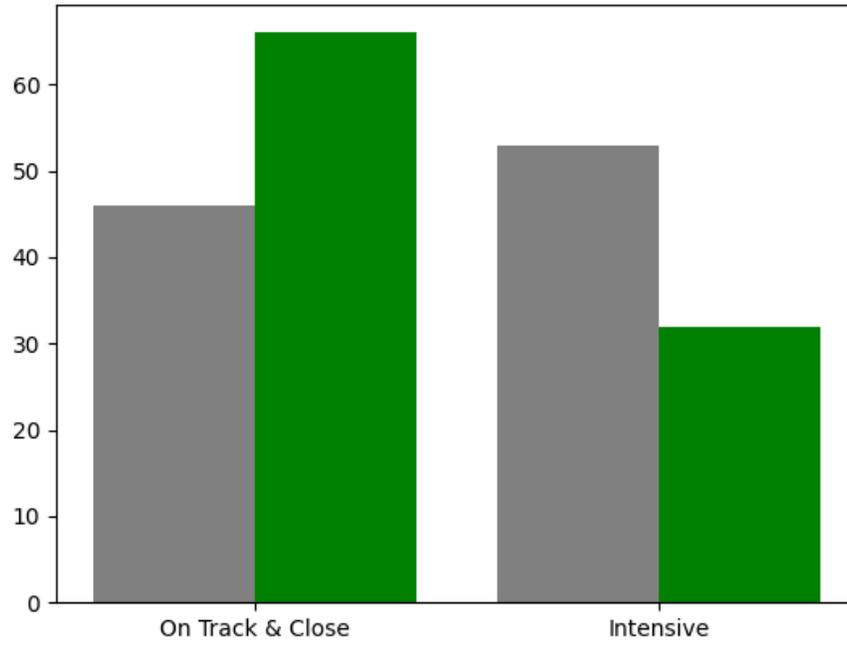
7th Grade — Math Placement (BOY vs MOY)



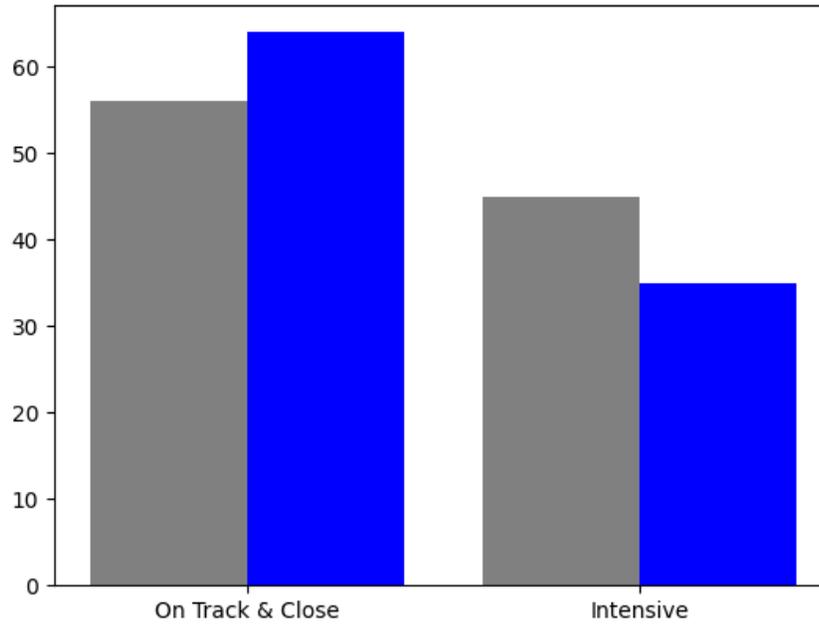
7th Grade — Reading Placement (BOY vs MOY)



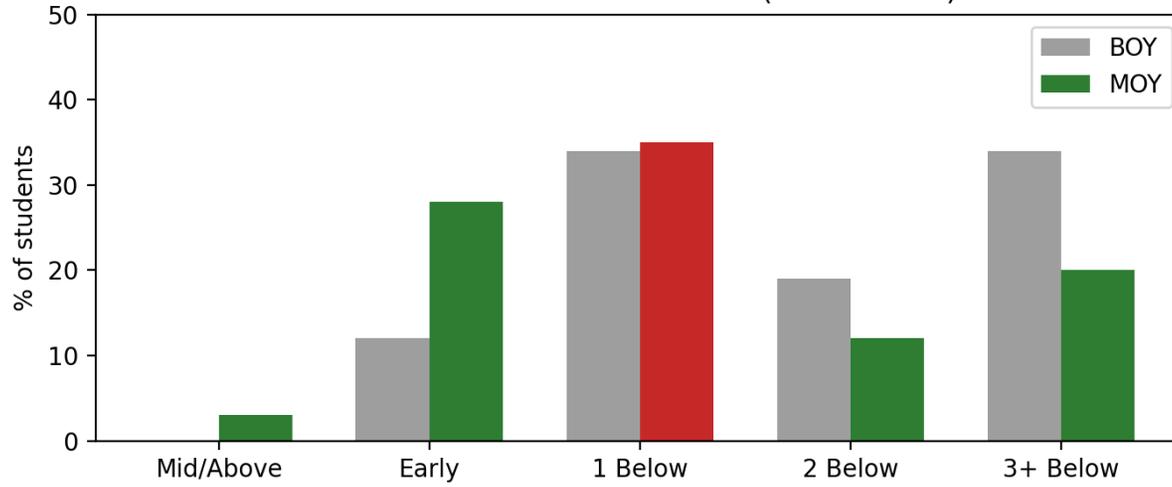
8th Grade - Combined Math



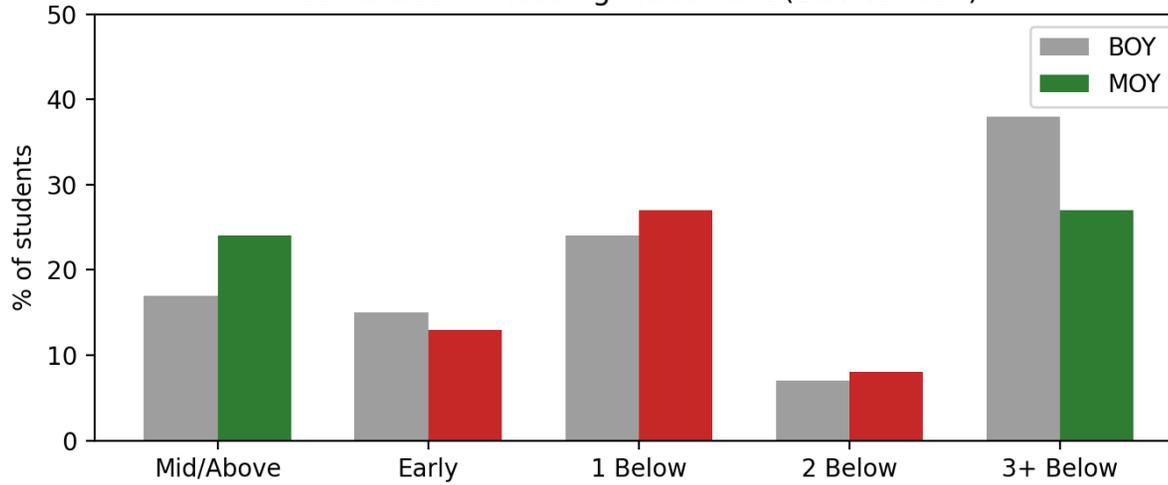
8th Grade - Combined Reading



8th Grade — Math Placement (BOY vs MOY)



8th Grade — Reading Placement (BOY vs MOY)



[Back to Agenda](#)

Current Registered Enrollment 2025-2026

North Davis Preparatory Academy 2025 **2026** 2027 📧 School

Enrollment	Status	Race	Sex	Advisors	+ Registered 0										+ Enroll
		Grade:	K	1	2	3	4	5	6	7	8	9	Total		
Active			81	99	98	91	86	100	111	78	89	70	903		
Withdrawn			11	14	8	8	7	14	5	12	9	5	93		
Effective 2/1/2026			92	113	106	99	93	114	116	90	98	75	996		

2026-2027 Registered Enrollment

North Davis Preparatory Academy 2026 **2027** 📧 School

Enrollment	Status	Race	Sex	Advisors	+ Registered 26										+ Enroll
		Grade:	K	1	2	3	4	5	6	7	8	9	Total		
Future			68	92	103	100	97	86	100	108	79	89	922		
Effective 8/19/2026															

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2026-2027 Lottery

Campus		School Year										
North Davis Preparatory Academy		2026-2027										
	Total	K	1	2	3	4	5	6	7	8	9	
Waitlist (New Applications) 1	6	0	3	1	1	1	0	0	0	0	0	
Families	4	0	3	1	1	1	0	0	0	0	0	
Offered Spot in Lottery 1	780	128	95	91	87	73	54	73	85	41	53	
Offer Pending	20	10	1	2	1	2	0	1	3	0	0	
Offer Accepted	60	37	7	4	5	0	0	1	6	0	0	
Enrolled	675	67	85	81	79	71	54	71	73	41	53	
Declined	25	14	2	4	2	0	0	0	3	0	0	
Withdrawn	3	0	1	0	1	1	0	0	0	0	0	
Enrolled in SIS 1	922	68	92	103	100	97	86	100	108	79	89	
SIS Records Not Found In Lottery	1	1	0	0	0	0	0	0	0	0	0	
Total Applications Submitted 1	789	128	99	92	89	75	54	73	85	41	53	

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North Davis Preparatory Academy Final Report 2024-2025

2024 - 2025 ▼

Financial Proposal and Report

This report is automatically generated from the approved School Plan (entered in spring of 2024), Amendments, and the LEA's data entry of the School LAND Trust expenditures coming from the Utah Public Education Finance System (UPEFS).

Description	Planned Expenditures (entered by the school)	Amended Expenditures (entered by the school)	Actual Expenditures (entered by the LEA)
Carry-Over from 2023-2024	\$0.00	\$0.00	\$0.00
Distribution for 2024-2025	\$144,531.80	\$0.00	\$144,531.80
Total Available for Expenditure in 2024-2025	\$144,531.80	\$0.00	\$144,531.80
Salaries and Benefits	\$54,531.80	\$0.00	\$54,531.80
Contracted Services	\$0.00	\$0.00	\$0.00
Professional Development	\$0.00	\$0.00	\$0.00
Student Transportation Field Trips	\$0.00	\$0.00	\$0.00
Books Curriculum Subscriptions	\$0.00	\$0.00	\$0.00
Technology Related Supplies	\$0.00	\$0.00	\$90,000.00
Hardware, etc.	\$90,000.00	\$0.00	\$0.00
Remaining Funds (Carry-Over to 2025-2026)	\$0.00		\$0.00

Description	Planned Expenditures (entered by the school)	Amended Expenditures (entered by the school)	Actual Expenditures (entered by the LEA)
Software	\$0.00	\$0.00	\$0.00
Technology Device Rental	\$0.00	\$0.00	\$0.00
Video Communication Services	\$0.00	\$0.00	\$0.00
Repair Maintenance	\$0.00	\$0.00	\$0.00
General Supplies	\$0.00	\$0.00	\$0.00
Services Goods Fees	\$0.00	\$0.00	\$0.00
Other Needs Explanation	\$0.00	\$0.00	\$0.00
Non Allowable Expenditures	\$0.00	\$0.00	\$0.00
Total Expenditures	\$144,531.80	\$0.00	\$144,531.80
Remaining Funds (Carry-Over to 2025-2026)	\$0.00		\$0.00

Goal #1

close

Goal Statement

close

Students will achieve proficiency score increases of 1% in LA, Math, Science

Academic Area

close

- Mathematics

- Reading
- Science
- Writing

Measurements

close

Measurements

This is the measurement identified in the plan to determine if the goal was reached.

School proficiency overall scores, including end of level testing (for student's 3rd-9th), in English, Writing, Math, and Science increase with a 1% growth indicator, based on the 2023-25 school year scores.

Please choose one of the following two options to complete the Measurements section:

1. Explain how academic performance was improved or not, and describe how the before and after measurement data supports the improvement.
2. Explain how academic performance was improved or not, and attach measurement data from before and after plan implementation in the Attachments Section below. (If you choose this option, please put a note in your explanation to "see attached document").

Action Plan Steps and Expenditures

close

These are the Action Steps identified in the plan to reach the goal:

(1) School administration will review needed purchases and technology support. Teachers will perform data analysis and assessment testing.

(2) The technology specialist will support student assessments and student interaction with academic computer software. She will identify student devices, infrastructure, maintenance, and appropriate software for student technology access.

Our Smart Plan of Action:

S: Core and critical subject skill enhancement, skill practice, assessment review, and curriculum research for NDPA students K-9.

M: Proficiency scores increase by 1% in LA, Math, Science

A: Student technology access is expected to enhance student proficiency on annual end-of-level

assessment scores.

R: Our school vision is to prepare students for high academic achievement, bi-literate proficiency, and a love of learning.

T: Measured annually.

Were the Action Steps (including any approved Funding Changes described below) implemented and associated expenditures spent as described?

Yes

Digital Citizenship/Safety Principles Component

close

No

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$54,531.80
Hardware > \$5,000 and furniture to house trust purchases; book cases, carts for devices	\$90,000.00
Total:	\$144,531.80

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
6	0	1	2024-03-11

**Plan Amendments
Amendment #1**

Please Note:

This amendment is not yet awaiting any review.

Number Approved:

Number Not Approved:

Absent:

Council Vote Date:

Explanation for Amendment:

[Back to Agenda](#)

Updated Student Conduct & Discipline Administrative Procedures Board Summary

SB 170 from the 2025 legislative session and corresponding revisions to USBE rule R277-608 (effective November 2025) brought about changes to the rules and requirements related to the use of emergency safety interventions (physical restraint and seclusion) with students. These new rules and requirements have been built into the Student Conduct and Discipline Admin Procedures. Other updates and clarifications have also been added to the procedures to increase its compliance with new and existing laws and updates to USBE rules, including those related to due process for student disciplinary actions, reinstatement of students after suspension, reintegration plans, administrative student conduct and discipline plans (plan requirements have decreased), corporal punishment, definitions of suspension and expulsion (as described in R277-609) and the alternative education service requirements related thereto, and state reporting requirements for suspensions and expulsions.

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.



Student Conduct & Discipline

Administrative Procedures

These administrative procedures are adopted in accordance with the Student Conduct and Discipline Policy (the “policy”) adopted by the North Davis Preparatory Academy Board of Directors.

Definitions:

“The School” means North Davis Preparatory Academy

“The Board” means North Davis Preparatory Academy Board of Directors

“CMT” means Case Management Team: The CMT shall consist of the Principal, the counselor, and a teacher selected by the Principal.

The School will foster:

- a sSchool and community-wide expectation of good citizenship for students, and a sense of responsibility in the sSchool community for rules and standards of behavior.

The School will promote and require:

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

The School will comply with:

- state and federal laws requiring suspension or expulsion for certain types of student behavior.

1. BELIEFS AND PHILOSOPHY

1.1 Beliefs and Expectations

The School’s beliefs and expectations set a positive and inviting school culture for dealing with safe school issues.

Beliefs:

- Punishment, alone, will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem
- Adults must model the behaviors they expect from the students

- We expect conflicts, but we expect conflicts to be resolved and relationships mended

Expectations:

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

1.2 Procedural Philosophy

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

Procedures:

When students are involved in conflicts with other students, they will when appropriate:

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

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

- Report their feelings to their parents who will set up a conference with the student, the parent, and the adult/s involved to resolve the conflict and mend the relationship
- Report the feelings to the administrator or counselor who will set up a conference with the student, the parent, administrator/counselor, and or the adult involved to resolve the conflict and mend the relationship

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

- The student will be subjected to consequences and positive behavior support to ensure that student will make better choices in the future. Consequences might include:
 - In-School Suspension
 - Out-of-School Suspension
 - Expulsion
 - Restitution
 - Repayment for damages
- The student will work to earn back the trust of the school community
 - Genuine apology to injured or affected parties
 - Demonstration of appropriate behaviors following the incident to "walk the talk"
- Repair or replace any damaged items

Due process to protect the rights of students will include:

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they may address those concerns~~request a hearing with the Board of Directors.~~ in accordance with T these procedures or are listed in the NDPA's Parent Grievance Policy, as applicable.
- Parents will be notified when students are involved in situations that are deemed to be serious including out of school suspension, expulsion, restitution, or repayment of damages.
- Parents and students will be notified of the expectations, possible consequences and the procedures involved in the is policy at the beginning of each school year.

2. DEFINITIONS

2.1 Suspension

For purposes of the is policy and these procedures, suspension means~~is a temporary removal of a student from School and School-sponsored activities for a period of up to one (1) year.~~ (a) an in-school suspension that is a temporary removal of a student from the student's regular classroom for disciplinary reasons for at least half a school day but remains under the direct supervision of School personnel; or (b) an out-of-school suspension that is the removal of a student from School grounds for disciplinary reasons unless the student removed is: (i) served solely under a Section 504 plan, where an out-of-school suspension is the excluding of the student from school for disciplinary purposes for one day or longer; or (ii) a student with disabilities under the Individuals with Disabilities Education Act, where an out-of-school suspension is the temporary removal of the student from the student's regular school for disciplinary reasons to another setting.

A student who is suspended for ten (10) or fewer school days may, at the Principal's discretion, have access to homework, tests, and other schoolwork through a home study program but will not be allowed to attend classes or participate in any School activities during the period of suspension.

A student who is suspended for more than ten (10) school days shall be provided, or at least offered, alternative education services by the School, but such students will not be allowed to attend classes or participate in any School activities during the period of suspension.

2.2 Expulsion for Regular Education and 504 Students

For purposes of the is policy and these procedures, expulsion means a disciplinary removal from the School for more than ten (10) school days without an offer of alternative education services. An expulsion may be for a fixed or indefinite period of time. If a student is expelled from the School, that student's status as an enrolled student of the School is terminated~~the formal process of dismissing a student from school.~~ Expelled students are excluded from all School programs and activities for the period of expulsion. In cases of expulsion from the School, the legal obligation of complying with state compulsory education laws becomes the sole responsibility of the student's parents~~or legal guardian.~~

2.3 Change of Placement for Students with Disabilities under IDEA and Section 504

For purposes of removals of a student with a disability from the student's current educational placement, a change in placement occurs if the removal is for more than ten (10) consecutive school days; or, the student is subjected to a series of removals that constitute a pattern because they cumulate to more than ten (10) school days in a school year, and because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another. Any "Change of Placement" requires compliance with the procedures referenced in Section 7 of these is policy procedures.

2.4 Disruptive Student Behavior

For purposes of these is policy and these procedures, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 3.1 below.

2.5 Parent

For purposes of these is policy and these procedures, "parent" means (i) a custodial parent of a school-age child; (ii) a legally appointed guardian of a school-age child; or (iii) any other person purporting to exercise any authority over the child which could be exercised by a person described above.

2.6 Qualifying Minor

For purposes of these is policy and these procedures, "qualifying minor" means a school-age child who: (i) is at least nine years old; or (ii) turns nine years old at any time during the school year.

2.7 School Year

For purposes of these is policy and these procedures, "school year" means the period of time designated as the school year by the Board in the calendar adopted each year.

2.8 School-age Child

For purposes of these is policy and these procedures, "school-age child" means a minor who: (i) is at least six years old but younger than 18 years old; and (ii) is not emancipated.

3. GROUNDS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT

3.1 Suspension

3.1.1 A student may be suspended from school for the following reasons:

- (a) frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting, gang activity, noncompliance with school dress code, harassment, including sexual, racial, or religious harassment, the use

of foul, profane, vulgar or abusive language, or other unreasonable and substantial disruption of a class, activity, or other function of the school;

- (b) willful ~~destruction~~damage to or defacementing of school property;
- (c) behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or School personnel or to the operation of the school;
- (d) possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah Code Ann. § 32B-1-102;
- (e) possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, e-cigarettes or tobacco, as defined by Utah Code Ann. § 76-10-101;
- (f) possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;
- (g) inappropriate use or possession of electronic devices in class or in any other way that substantially disrupts the educational environment;
- (h) criminal activity;
- (i) any other serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 3.1.2 below, which threatens harm or causes harm to the school or school property, to a person associated with the school, or property associated with any such person, regardless of where it occurs; or
- (j) bullying or hazing as defined in Utah Code Ann. § 53G-9-601.

3.1.2 A student **shall** be suspended or expelled from School for the following reasons:

- (a) a serious violation affecting another student or a staff member, or a serious violation occurring in a School building, in or on School property, or in conjunction with a School-sponsored activity, including:
 - i. the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;
 - ii. the actual use of violence or sexual misconduct, including but not limited to such violence or sexual misconduct related to hazing;
 - iii. the actual or threatened use of a lookalike weapon with intent to intimidate another person or to disrupt normal School activities; or

- iv. the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3;
- (b) the commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor; or
- (c) making a false report of an emergency at the School or another school under Utah Code Ann. § 76-9-202(2)(d).

3.2 Expulsion

A student may be expelled from school for any violation listed under Section 3.1 of ~~these~~is policy procedures if the violation is serious or persistent.

3.3 Weapons - Mandatory Expulsion for One Year, Utah Code Ann. § 53G-8-205(2)(b); 20 U.S.C.A. § 7151

3.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 3.1.2, above, involving a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from School and all School programs and activities for a period of not less than one year, subject to the provisions in Utah Code Ann. § 53G-8-205(2)(b).

3.3.2 Students with Disabilities under IDEA and Section 504

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act is determined to have carried a weapon to school or a school function the procedures referenced in Section 7 of ~~these~~is policy procedures must be followed.

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

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

- (a) use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in a school building, in a school vehicle, on School property, or in conjunction with any school activity;
- (b) misuse or abuse, distribution, sale or arranging for the sale of prescription medication at school or a school function; or

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

3.5.2 Students with Disabilities under Section 504

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

3.5.3 Drug Testing

- (a) Any student who is reasonably suspected of violating Section 3.5 may be subject to a drug test for cause, arranged and paid for by the School.
- (b) Any student who has been suspended or expelled for a violation of Section 3.5 may be required to provide a clean drug test and evidence of drug assessment and drug counseling programs as a condition of readmission to school. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent ~~or guardian~~.
- (c) Students who refuse to submit to required drug testing and counseling programs, or to cooperate with School officials with respect to the sharing of appropriate information, may be expelled from the School.
- (d) Any student who is suspended or expelled for violation of Section 3.5 may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.

3.5.4 Students with Disabilities under IDEA

Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, the procedures referenced in Section 7 of ~~these is policy~~ procedures must be followed.

3.6 Gangs

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

3.6.1 Gang Activity and Apparel Prohibited

Students who engage in any form of gang activity on or about school property, or at any school activity may be suspended or expelled under the terms of [these is policy procedures](#). For the purposes of [these is policy procedures](#), "gang activities" include, but are not limited to any of the following.

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

3.6.2 Confiscation of Gang Items

Subject to the search and seizure provisions of [these is policy procedures](#), gang paraphernalia, apparel, or weapons may be confiscated by school officials at any time.

3.6.3 Consultation with Law Enforcement Authorities

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

3.7 Bullying, Cyber-Bullying, Harassment, Hazing, and Abusive Conduct

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

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

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

3.8 Possession or Use of Electronic Cigarette Products

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

3.8.2 The Principal or his/her designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 11 of these procedures.

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

4. AUTHORITY TO SUSPEND OR EXPEL

4.1 Authority to Suspend and Duration of Suspension for Regular Education Students

The Principal has the authority to suspend a regular education student for up to ten (10) school days per incident. In considering whether to suspend a student, the Principal shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources. The Principal, alone, is prohibited from suspending for longer than ten (10) school days, expelling, or otherwise changing student placement. Whenever such action is contemplated or desired, the Principal shall make a referral to the School's CMT.

4.2 Authority to Suspend and Duration of Suspension for Students with Disabilities

The Principal has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of

misconduct as long as those removals do not constitute a pattern resulting in a change of placement. A school need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly removed.

4.3 Authority to Suspend for Longer than Ten (10) School Days or Expel

Subject to the requirements for due process set forth in Section 6, the CMT may, by a majority vote, suspend a student for longer than ten (10) school days and up to one (1) year or expel a student for violations under this policy or these procedures. The CMT shall report its disciplinary actions to the Board at least once each year.

4.3.1 Parental Responsibility

If a student is suspended for a period longer than ten (10) school days or expelled, the student's parent ~~or legal guardian~~ is responsible for undertaking an alternative education plan which will ensure that the student's education continues during the period of expulsion.

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

4.3.3 Readmission of Expelled Students

Any student who is expelled from the School will be dropped from the School's rolls in accordance with state law. A student who is expelled must follow the School's lottery procedures in order to be readmitted to the School.

Pursuant to state law, a student may be denied admission to the School if he or she was expelled from that or any other school, during the preceding 12 months.

4.4 Authority to Institute Change of Placement for Student with Disabilities

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

4.5 Reinstatement of Students who Have Been Suspended

In accordance with Utah Code Ann. § 53G-8-206, a suspended student may not be readmitted to the School until (a) the student and the parent have met with a designated School official to review the suspension and agreed upon a plan to avoid the recurrence of the problem; or (b) in the discretion of the Principal, the parent of the suspended student and the student have agreed to participate in such a meeting. This provision is subject to the requirements in Section 4.2 and 4.3.

5. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR - Utah Code Ann. § 53G-8-210, Utah Code Ann. § 53G-8-211, and Rule R277-609.

The School will follow procedures consistent with state law in addressing disruptive student behavior. The Principal or his/her designee is authorized to issue notices of disruptive student behavior, including habitual disruptive student behavior notices, to qualifying minors in accordance with Utah Code Ann. § 53G-8-210. A qualifying minor's parent may contest a notice of disruptive student behavior in accordance with the School's Parent Grievance Policy. Notices of disruptive student behavior described are issued at the discretion of the Principal or his/her designee and are not required to be issued prior to suspending or expelling a qualifying minor.

6. DUE PROCESS FOR SUSPENSIONS AND EXPULSIONS

The School will provide students with appropriate due process in connection with any decision to suspend or expel under ~~the~~ is policy or these procedures.

7. DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS WITH DISABILITIES

The School will provide appropriate due process and will comply with applicable state and federal statutes and regulations in connection with any change of placement of a student with a disability under IDEA, 504, or ADA.

8. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN(S)

8.1 Elements of Plan

The Principal will develop, with input from administration, instruction and support staff, students, parents, and other community members, a Student Conduct and Discipline Plan(s). The plan(s) shall be comprehensive, clearly written, consistently enforced, and include the following elements:

8.1.1 written standards for student behavior expectations, including schoolwide and classroom management;

8.1.2 effective instructional practices for teaching student expectations, ~~including:~~

~~(a) self-discipline;~~

~~(b) citizenship;~~

~~(c) civic skills; and~~

~~(d) social-emotional skills;~~

8.1.3 systematic methods for reinforcing ~~ment of~~ expected behaviors;

8.1.4 uniform and equitable methods for correcting ~~on of~~ student behavior;

8.1.5 procedures for re-teaching behavior expectations followed by effective, evidence-based interventions matched to student needs before suspension or court referral ~~consistent processes to collect student discipline data and incident or infraction data, including collection of the number of days of student suspensions and data collected from the School's climate survey as described in Rule R277-623;~~

~~8.1.6 uniform and equitable methods for at least annual school level data-based evaluations of efficiency and effectiveness;~~

8.1.7 an ongoing staff development program related to development of:

- ~~(a) student behavior expectations;~~
- ~~(b) effective instructional practices for teaching and reinforcing behavior expectations;~~
- ~~(c) effective intervention strategies; and~~
- ~~(d) effective strategies for evaluation of the efficiency and effectiveness of interventions;~~

8.1.8 procedures for ongoing training of appropriate School personnel in:

- ~~(a) crisis management;~~
- ~~(b) emergency safety interventions; and~~
- ~~(c) School policies related to emergency safety interventions consistent with evidence-based practice;~~

~~8.1.9 policies and procedures relating to the use and abuse of alcohol, controlled substances, electronic cigarette products, and other harmful trends by students;~~

~~8.1.10 policies and procedures for responding to possession or use of electronic cigarette products by a student on School property as required by § 53G-8-203(3);~~

~~8.1.11 policies and procedures, consistent with requirements of Rule R277-613 and the School's Bullying and Hazing Policy, related to:~~

- ~~(a) bullying;~~
- ~~(b) cyber-bullying;~~
- ~~(c) hazing;~~
- ~~(d) retaliation; and~~

~~(e) abusive conduct;~~

~~**8.1.12** policies and procedures for the use of emergency safety interventions for all students consistent with evidence-based practices including prohibition of:~~

~~(a) physical restraint, subject to the requirements of Section R277-609-5, except when the physical restraint is allowed as described in § 53G-8-302(2);~~

~~(b) prone, or face-down, physical restraint;~~

~~(c) supine, or face-up, physical restraint;~~

~~(d) physical restraint that obstructs the airway of a student or adversely affects a student's primary mode of communication;~~

~~(e) mechanical restraint, except:~~

~~i. protective or stabilizing restraints;~~

~~ii. restraints required by law, including seatbelts or any other safety equipment when used to secure students during transportation; and~~

~~iii. any device used by a law enforcement officer in carrying out law enforcement duties;~~

~~(f) chemical restraint, except as:~~

~~i. prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under State law, for the standard treatment of a student's medical or psychiatric condition; and~~

~~ii. administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under state law;~~

~~(g) seclusionary time out, subject to the requirements of Section R277-609-5, except when a student presents an immediate danger of serious physical harm to self or others; and~~

~~(h) for a student with a disability, emergency safety interventions written into a student's IEP, as a planned intervention, unless:~~

~~i. School personnel, the family, and the IEP team agree less restrictive means have been attempted;~~

~~ii. a FBA has been conducted; and~~

~~iii. a positive behavior intervention, based on data analysis has been written into the plan and implemented;~~

~~**8.1.13** direction for dealing with bullying and disruptive students;~~

~~8.1.614~~ direction to determine the range of behaviors and establish the continuum of administrative procedures that may be used by School personnel to address student behavior, ~~including students who engage in disruptive student behaviors as described in Utah Code Ann. § 53G-8-210; and~~

~~8.1.15~~ identification, by position, of an individual designated to issue notices of disruptive and bullying student behavior;

~~8.1.16~~ identification of individuals who shall receive notices of disruptive and bullying student behavior;

~~8.1.17~~ a requirement to provide for documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor before referral of students with an alleged class B misdemeanor or a nonperson class A misdemeanor to juvenile court;

~~8.1.18~~ strategies to provide for necessary adult supervision;

~~8.1.19~~ a requirement that policies be clearly written and consistently enforced;

~~8.1.20~~ notice to employees that violation of Rule R277-609 may result in employee discipline or action;

~~8.1.21~~ gang prevention and intervention provisions in accordance with Subsection 53E-3-509(1);

~~8.1.22~~ provisions that account for the School's unique needs or circumstances, including:

~~(a) the role of law enforcement; and~~

~~(b) emergency medical services; and~~

~~(c) a provision for publication of notice to parents and school employees of policies by reasonable means; and~~

~~(d) a plan for referral for a student with a qualifying office to alternative school-related interventions, including:~~

~~i. a mobile crisis outreach team, as defined in Section 80-1-102;~~

~~ii. a receiving center operated by the Division of Juvenile Justice Services in accordance with Section 80-5-102;~~

~~iii. a youth court; or~~

~~iv. a comparable restorative justice program; and~~

~~8.1.723~~ procedures for responding to reports received through the SafeUT Crisis Line ~~established under Subsection 53B-17-1201 et seq~~53H-4-210.

8.2 Plan(s) Consistent with the ~~is~~ Policy and These Procedures

The administrative Student Conduct and Discipline Plan(s) shall be consistent with the ~~is~~ policy and these procedures, including without limitation the emergency safety intervention policies and procedures set forth in Section 10. It shall also be consistent with the School's Plan for Harassment and Discrimination Free Learning, which shall be developed by the School in accordance with § 53G-8-802 and R277-609.

9. EXTRACURRICULAR ACTIVITIES

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

10. EMERGENCY SAFETY INTERVENTIONS

A School employee may not ~~use~~ ~~subject a student to~~ physical restraint on a student or place a student in seclusion ~~ary time out unless utilized~~ except as a necessary emergency safety intervention (“ESI”) in compliance with this Section.

10.1 Definitions

10.1.1 “Comprehensive emergency safety intervention training” means a training required for key identified school employees that has the components described in R277-608-4(4).

10.1.2 “Chemical restraint” means the use of medication administered to a student, including medications prescribed by the student’s physician or other qualified health professional, on an as-needed basis for the sole purpose of involuntarily limiting the student’s freedom of movement.

10.1.3 ~~An~~ “Emergency safety intervention” (“ESI”) is means the use of seclusion ~~ary time out~~ or physical restraint when a student presents an immediate ~~imminent~~ danger ~~of physical violence/aggression towards~~ self or others ~~likely to cause serious physical harm~~. An ESI ~~is~~ may not be used for disciplinary purposes.

10.1.4 “Immediate danger” or “immediate and significant threat” means the imminent risk of physical violence toward self or others, or other physical behaviors which are likely to cause imminent risk of substantial bodily injury or serious bodily injury.

10.1.5 “Key Identified School Employee” means a School employee who has completed foundational behavior support training and comprehensive emergency safety intervention training and has been authorized by the Principal to utilize an ESI at the School when necessary.

10.1.6 “Mechanical restraint” means the use of any device or equipment to restrict a student’s freedom of movement.

10.1.7 “Foundational behavior support training” means a training required for all School employees who supervise students or may be asked to assist in managing a student’s behavior that has the components described in R277-608-4(1).

10.1.8~~2~~ “Physical restraint” means a personal restriction that immobilizes or significantly reduces the ability of a student to move ~~his or her~~the student’s arms, legs, body, or head freely.

10.1.9~~3~~ “Physical escort” means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.

10.1.10~~4~~ “~~Seclusionary time out~~” means seclusionary time out that is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving, including: (i) placing a student in a locked room; or (ii) placing a student in a room where the door is blocked by furniture or held closed by staff~~a student is placed in a safe enclosed area, isolated from adults and peers, and the student is, or reasonably believes, he or she will be prevented from leaving the area. The safe enclosed area must meet the fire and public safety requirements described in R392-200 and R710-4.~~

10.1.11 “Serious bodily injury” means bodily injury that creates or causes serious permanent disfigurement, protracted loss or impairment of the function of any bodily member or organ, or creates a substantial risk of death.

10.1.12 “Substantial bodily injury” means bodily injury, not amounting to serious bodily injury, that creates or causes protracted physical pain, temporary disfigurement, or temporary loss or impairment of the function of any bodily member or organ.

10.2 General Procedures

10.2.1~~Teachers and other personnel who may work directly with students shall be trained on the use of effective alternatives to ESI as well as the safe use of ESI and a release criteria~~All School employees who supervise students, or who may be asked to assist in managing a student’s behavior, shall receive foundational behavior support training. This training must be completed within two months, or within 30 days if working directly with a student with disabilities, of employment at the School and bi-annually thereafter.

10.2.2 Key Identified School Employees shall receive comprehensive ESI training in addition to foundational behavior support training. Comprehensive ESI training shall be completed before a Key Identified School Employee may use an ESI with a student and annually thereafter.

10.2.3~~2~~ An ESI shall:

[a] be applied for the minimum time necessary to ensure safety, as reasonably understood by the Key Identified School Employee using the ESI;

[b] ~~implement~~ be released under the following circumstances (release criteria) ~~an appropriate release criteria~~;

~~[e](i) be discontinued~~ as soon as the student is no longer an immediate ~~imminent~~ danger of physical harm to self or others ~~has dissipated~~ (e.g., student is no longer hitting, kicking, biting, throwing objects, self-harming, or making other movements that create imminent risk of physical violence; student is able to respond to staff verbally or nonverbally in a regulated way; and/or the student exhibits signs of de-escalation, such as having a relaxed body, no longer attempting to break free, or breathing slowly); or

~~[d](ii) be discontinued~~ if the student is in severe distress (e.g., student is having difficulty breathing or is vomiting, gagging, experiencing chest pain, or turning pale or blue in the face);

[e] never be used as punishment or discipline;

~~[f] be applied consistent with the School's administrative Student Conduct and Discipline Plan; and~~

[g] in no instance be imposed for more than 30 minutes, per occurrence; and

[e] be documented and reported, as required.

10.2.4 The School prohibits dangerous practices as defined by the School, including dangerous practices outlined in the Least Restrictive Behavioral Interventions (LRBI) Technical Assistance manual.

10.2.5 The School shall take prompt and appropriate action, including in-service training and other administrative action, upon confirming a violation related to the use of an ESI on a student. Violations of any standards for seclusion or physical restraint established by the Utah State Board of Education shall also result in a referral to local law enforcement and the Utah Professional Practices Advisory Commission.

10.3 Students with Disabilities Receiving Special Education Services

10.3.1 Use of ESI for a student with a disability receiving specialized educational services under IDEA or Section 504 shall be subject to all applicable state and federal laws, including ~~Least Restrictive Behavioral Interventions (LRBI)~~ policies and procedures for special education/504 programs.

10.3.2 Additionally, ESIs written into a student's IEP as a planned intervention are prohibited unless school personnel, the family, and the IEP team agree less restrictive means ~~which meet the circumstances described in R277-608-5~~ have been attempted; a Functional Behavioral Assessment has been conducted; and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

10.4 Physical Restraint

10.4.1 ~~A Key Identified School e~~Employees may, in accordance with Section 10.2.3~~2~~ and when acting within the scope of employment, use ~~and apply~~ physical restraint on a student when the student presents an immediate danger to self or others and when no other safe or effective intervention is available.

10.4.2 Key Identified School Employees may use reasonable and necessary physical restraint only ~~as an ESI in self defense or as may be reasonable and necessary under the following circumstances:~~

[a] in self-defense;

[a**b**] to protect ~~the~~a student or another person from physical injury;

[~~b~~c] to remove from a situation a student who is violent;

[~~e~~d] to take possession of a weapon or other dangerous object in the possession or under the control of a student; or

[~~d~~e] to protect property from being damaged, when physical safety is at risk.

10.4.3~~2~~ When an employee exercises physical restraint as an ESI on a student, the following types of physical restraint are prohibited:

[a] prone, or face-down;

[b] supine, or face-up;

[c] physical restraint which obstructs the airway or adversely affects the student's primary mode of communication;

[d] mechanical restraint, except for restraints required by law, including seatbelts or any other safety equipment used to secure students during transportation, ~~other appropriate~~ protective or stabilizing restraints as prescribed by an appropriate medical or related services professional, and devices used by a law enforcement officer in carrying out law enforcement duties; or

[e] chemical restraint, ~~except as prescribed by a licensed physician and implemented in compliance with a student's Health Care Plan.~~

10.4.4 A Key Identified School Employee may not use physical restraint on a student for more than the shortest of the following before stopping, releasing, and reassessing the intervention used:

[a] the amount of time described in the School's ESI training program;

[b] 30 minutes; or

[c] when law enforcement intervenes.

~~10.4.53 Nothing in this Section prohibits~~ Despite the foregoing, a Key Identified School Employee shall first use the least restrictive intervention available to the employee~~from using less intrusive means~~, including a physical escort, to address circumstances described in Section 10.4.1. In addition, nothing in this Section prohibits a Key Identified School Employee from subsequently using less restrictive interventions to address circumstances described in Section 10.4.1.

10.4.6 A student who has been physically restrained and then released shall, in addition to being promptly reassessed by the Key Identified School Employee, be monitored for a reasonable period of time to help ensure the continued safety and well-being of the student and others. Monitoring should include observation for signs of such things as injury, respiratory distress, or continued escalation, and the Principal and medical personnel shall be notified when warranted.

10.5 Seclusionary Time Out

10.5.1 A Key Identified School employee may, in accordance with Section 10.2.3~~2~~ and when acting within the scope of employment, place a student who is in grade 1 or higher in seclusionary time out as an ESI when the student presents an immediate danger to self or others and when no other safe or effective intervention is available. Students in kindergarten shall not be placed in seclusion.

10.5.2 Key Identified School Employees may use seclusion only when~~under the following circumstances:~~

~~10.5.1 the student presents an immediate danger of serious physical harm to self or others;~~

[a] other less restrictive interventions have failed;

[b] a staff member who is familiar to the student is actively supervising the student for the duration of the seclusion;

[c] the student is observed at all times during the seclusion by School personnel who have received the comprehensive ESI training;

~~10.5.2~~[d] any door remains unlocked consistent with applicable fire and public safety requirements described in R392-200 and R710-4; and

~~10.5.3~~[e] the seclusion is time-limited to a maximum time of 30 minutes, per occurrence, and monitored~~student is within line sight of the employee at all times.~~

10.5.3 A School employee may not place a student in seclusion;

[a] as a behavioral intervention;

[b] as a disciplinary practice;

[c] for coercion, retaliation, or humiliation;

[d] due to inadequate staffing; or

[e] for the School employee's convenience.

10.5.4 A student who has been placed in seclusion and then released shall be promptly reassessed by the Key Identified School Employee and also monitored for a reasonable period of time to help ensure the continued safety and well-being of the student and others. Monitoring should include observation for signs of such things as injury, severe distress, or continued escalation, and the Principal and medical personnel shall be notified when warranted.

10.5.5 The Principal shall ensure that all the following individuals are debriefed at an appropriate time after a student seclusion has taken place:

[a] all witnesses;

[b] all School staff who were involved;

[c] the student who was secluded; and

[d] the parent of the student who was secluded.

10.5.6 The Principal shall also ensure that a proper review of the decision to use seclusion is performed as soon as reasonably possible after a student seclusion has taken place.

10.5.7 The School does not allow the designation of any enclosed area in its building for the sole purpose of seclusion.

10.6 Notification of the Use of an ESI

10.6.1 If an ESI is used on a student, the School or the employee who used the ESI shall immediately notify the following:

[a] the student's parent/guardian; and

[b] School administration before the student leaves the School.

This notice shall be provided no later than 15 minutes after the use of an ESI.

~~10.6.2 In addition to providing the notice described in Section 10.6.1, if the ESI is applied for longer than fifteen minutes, the School shall immediately notify the student's parent/guardian and~~

~~School administration.~~

~~10.6.23~~ Parent notifications made under this Section shall be documented in the School's student information system ~~as required by R277-609-10(3)(d)).~~

10.7 Documentation of the Use of an ESI

10.7.1 If an ESI is used on a student, the School or the employee who used the ESI shall document the use of the ESI. This shall include a written description of the type of ESI used, the date and time the ESI was used, the location where the ESI was used, the length of time the ESI was used, the reason the ESI was used, the alternative interventions or strategies attempted before the ESI was used, and demographic information on the student (sex, gender, age, grade in school, and disability status, if any). This documentation shall be provided to the School's Emergency Safety Intervention Committee and the student's parents.

10.7.2 In addition, upon request of a student's parent, the School shall provide the parent with a copy of any notes or additional documentation taken during the use of the ESI, including a description of the physical space in which a seclusion occurred or the type of physical restraint that was used.

~~10.6.4~~10.7.3 Within 24~~48~~ hours of using an ESI on a student, the School shall notify the parent/~~guardian~~ that they parent may request a copy of any notes or additional documentation taken during the use of the ESI ~~crisis situation.~~

~~10.6.5~~ Upon request of a parent/guardian, the School shall provide a copy of any notes or additional documentation taken during a crisis situation.

~~10.6.6~~10.7.4 A parent/~~guardian~~ may request a time to meet with School staff and administration to discuss the use of an ESI ~~crisis situation.~~

10.7.5 The documentation of an ESI described in this Section shall be documented in the School's student information system.

10.87 Emergency Safety Intervention (ESI) Committee

10.87.1 The School shall establish an ESI committee that includes:

[a] at least ~~two~~one administrators ~~(if there are at least two administrators employed by the School);~~

[b] at least one parent of a student enrolled in the School, appointed by the School's Principal; ~~and~~

[c] at least ~~two certified~~one licensed educational professionals with behavior support training and knowledge in both state ~~rules~~law and the School's conduct and discipline policies related to ESIs; and

[d] at least one other licensed educator.

10.78.2 The ESI committee shall:

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

[b] determine and recommend professional ~~development~~ learning needs;

[c] develop policies for ~~dispute resolution~~ processes to ~~address~~ resolve concerns regarding the use of ESIs ~~disciplinary actions~~; and

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

10.97.3 ESI Records and Reporting

10.9.1 The School shall collect, maintain, and periodically review the documentation or records regarding the use of ESIs in the School.

10.97.24 The School shall annually provide documentation of any School use of an ESI to the State Superintendent of Schools in accordance with Utah Code Ann. § 53G-8-301(11). This includes documentation described in Section 10.7.

~~10.7.5 The School shall submit all required UTREx discipline incident data elements to the State Superintendent of Schools no later than June 30, 2018. Beginning in the 2018-19 school year, the School shall submit all required UTREx discipline incident data elements as part of the LEA's daily UTREx submission.~~

10.108 Corporal Punishment

"Corporal punishment" means the intentional infliction of physical pain upon the body of a student as a disciplinary measure. Corporal punishment at the School is prohibited. School employees may not inflict or cause the infliction of corporal punishment upon a student. School personnel who inflict corporal punishment on a student will be subject to discipline up to and including termination. School personnel who have been disciplined for the infliction of corporal punishment upon a student may appeal the disciplinary action in accordance with the School's Staff Grievance Policy.

11. SEARCHES OF PERSON OR PROPERTY

Given the School's custodial and tutelary responsibility for children, and the Board's intent to preserve a safe environment for all students and staff, School officials must have the authority to conduct reasonable searches of students and student property. School officials engaging in searches of students and property shall abide by the following guidelines:

11.1 General Guidelines for Searches of Person or Property

11.1.1 Student Lockers

Students have no right or expectation of privacy in School lockers. While lockers are under the joint control of students and the School, lockers are solely School property and may be searched at any time by School officials with or without cause. Once a locker is opened for search, any search of student belongings contained within the locker must comply with the guidelines for searches of personal belongings in Section 11.2 of these procedures.

11.1.2 Searches of Students and Student Property

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

11.2 Searches of Personal Belongings

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

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

11.3 Searches of Person

11.3.1 School officials shall make sure the search meets the following guidelines:

- (a) The search shall be conducted in a private area of the School by a School official.
- (b) The search shall be observed by an objective third party adult (i.e., Principal, teacher, police officer).
- (c) School officials may ask the student to remove his/her hat, coat, shoes and socks, turn pockets inside out, and roll up sleeves to see if the student is hiding contraband. Under no circumstances may School officials require students to remove any other items of clothing or touch students in any way during the search.

- (d) If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.
- (e) In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to proper law enforcement investigation guidelines.

11.4 Documentation of Searches

School officials shall thoroughly document the details of any search conducted of a student's property or person. Documentation shall be made at the time of the search, or as soon as possible thereafter, and shall include the following:

11.4.1 The time, place and date of the search;

11.4.2 The reasonable suspicion giving rise to the search (what did School officials suspect to find during the search);

11.4.3 The name and title of individuals conducting and observing the search;

11.4.4 A statement about evidence that was found or not found as a result of the search;

11.4.5 A statement about who took possession of contraband (i.e., police, school, etc.);

11.4.6 Information regarding the attempts of School officials to notify parents about the search.

12. RECORDS—INTERAGENCY COLLABORATION – 20 U.S.C. § 1232g(h)(i)-(2); Utah Code Ann. § 53G-8-402-405

12.1 Requirements After Receiving Notification From Juvenile Court and/or Law Enforcement Agencies of a Student's Serious Offense or Sexual Crime.

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

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

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

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

12.1.3 Upon receipt of the information about a student’s serious offense or sexual crime (whether from the President of the Board or directly from the juvenile court or law enforcement agency), the Principal shall, if the student is still enrolled in the School, notify staff members who, in the Principal’s opinion, should know of the adjudication, arrest, or detention. Staff members receiving information about a juvenile student's adjudication, arrest or detention may only disclose the information to other persons having both a right and a current need to know.

12.2 Multidisciplinary Team and Reintegration Plan

12.2.1 In addition to complying with the requirements above, the School shall, within five (5) days after receiving a notification described in Section 12.1.1 about a student, or within a reasonable time after otherwise being notified of a student committing a serious offense or sexual crime, develop a reintegration plan for the student with a multidisciplinary team, the student, and the student’s parent ~~or guardian~~. The multidisciplinary team should include the School, the juvenile court, the Division of Juvenile Justice and Youth Services, the School’s Safety and Security Specialist, the School’s Safety and Security Director, the School’s Resource Officer (if any), and any other relevant party that should be involved in a reintegration plan.

12.2.2 The reintegration plan shall address:

- (a) a behavioral intervention for the student;
- (b) a short-term mental health or counseling service for the student;
- (c) an academic intervention for the student; and
- (d) if the serious offense or sexual crime was directed at a School employee or another student within the School, notification of the reintegration plan to that School employee or student and the student’s parent.

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

12.2.4 The School’s Resource Officer (if any) shall provide input for the School to consider regarding the safety risks a student may pose upon integration. The School shall also notify its

Resource Officer (if any) of any student who is on probation.

12.2.5 The School shall not reintegrate a student when:

- (a) a student or staff member of the School has a protective order against the student being reintegrated; or
- (b) a student or staff member of the School is a victim of the serious offense or sexual crime or forcible felony (as defined in Utah Code Ann. § 76-2-402) committed by the student being reintegrated.

12.2.6 The School may elect to not integrate a student into the School if the student has committed, or allegedly committed, a forcible felony. If the School elects to not integrate such a student, the School shall provide alternative education options for the student.

12.2.7 A reintegration plan under this ~~s~~Section is classified as a protected record under Utah Code Ann. § 63G-2-305. All other records of disclosures under this ~~s~~Section are governed by the Government Records Access and Management Act and the Family Educational Rights and Privacy Act.

12.3 Students Committing a Serious Offense or Sexual Crime are Subject to Suspension or Expulsion

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

13. REFERRAL OF STUDENTS

13.1 The school shall follow Utah Code Ann. § 53G-8-211 with respect to referring a minor who is alleged to be a habitual truant or who is alleged to have committed an offense on School property when School is in session or during a School-sponsored activity. Depending on the alleged offense, the referral shall be to an evidence-based alternative intervention, prevention and early intervention youth services, a law enforcement officer or agency, a prosecuting attorney, or a court.

13.2 If a minor commits an offense on School grounds when School is in session or at a School-sponsored activity and that information is reported to, or known by, a School employee, the School employee shall notify the Principal. After receiving such a notification, the Principal shall notify a law enforcement officer or agency if the Principal may refer the offense to a law enforcement officer or agency as provided in Utah Code Ann. § 53G-8-211. The Principal shall also notify other school personnel if the Principal determines that other School personnel should be informed.

13.3 The School shall provide the juvenile court documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor before referring a student with an alleged class B misdemeanor or a nonperson class A misdemeanor to the juvenile court.

13.4 Referral of Students for Firearm Offense

If a student brings a firearm or weapon to the School, the student shall be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court.

14. TRAINING

14.1 All new employees shall receive information about ~~these~~ is policy procedures and the administrative Student Conduct and Discipline Plan(s) at new employee orientation. All other employees shall be provided information on a regular basis regarding ~~these~~ is policy procedures, the Student Conduct and Discipline Plan(s), and the School's commitment to a safe and orderly school environment.

14.2 Employees who have specific responsibilities for investigating, addressing, and resolving issues addressed in ~~these~~ is policy procedures shall receive annual training on ~~these~~ is policy procedures and related legal developments.

14.3 The Principal of the school shall be responsible for informing students, parents, and staff of the terms of ~~these~~ is policy procedures and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

15. REPORTING ON SUSPENSIONS AND EXPULSIONS

15.1 The School shall develop a consistent process to collect incident, infraction, and discipline data, including the number of days of student suspensions and expulsions.

15.2 The School shall submit all required incident, infraction, and discipline data, including suspensions and expulsions consistent with R277-484. The School shall submit any yearly and comprehensive updates no later than June 30th of each year.

15.3 The School shall compile an annual report of all out-of-school suspensions and expulsions and submit it to the Utah State Board of Education as described in Utah Code Ann. § 53G-8-205(5).

~~165. POLICY AND PLAN~~ DISSEMINATION AND REVIEW

~~15.1 The School shall compile an annual report of all suspensions and expulsions and submit it to the Board. For each suspension or expulsion, the report shall indicate the student's race, gender, disability status, and age/grade, as well as the reason for the discipline, the length of the discipline, and a statement as to whether the student was referred to the Board.~~

~~165.12 A summary of t~~The ~~is~~ policy and ~~these~~ procedures ~~Student Conduct and Discipline Plan~~ shall be posted in a prominent place in the School, and ~~the policy and plan will be~~ posted on the School's website. ~~A summary of t~~The policy and ~~these~~ procedures ~~plan~~ shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.

~~165.23~~ This policy and these procedures-plan shall be reviewed as necessary with appropriate revisions recommended to the Board. The data described in Section 15 may be used by the School to evaluate the efficiency and effectiveness of the policy and these procedures.

REFERENCES

Gun Free Schools Act; 20 U.S.C. § 7151

Requires schools that receive federal financial assistance to have a policy requiring the expulsion from school for a period of not less than one year of any student who brings a weapon firearm, explosive or flammable material to school.

Individuals with Disabilities Education Act; 20 U.S.C. § 1415(K); 34 C.F.R. § 300.520-529.

A student with a disability who carries a weapon to school or to a school function, or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function may be placed by school officials in an interim alternative educational setting, in accordance with State law, for not more than 45 school days. A hearing officer may order a change in placement for a student with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that there is substantial evidence that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

Family Educational and Privacy Rights Act; 20 U.S.C. § 1232g (h)(1)-(2), 34 C.F.R. § 99.36

Allows schools to include appropriate information in the education record of any student concerning disciplinary action taken against such student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. Also allows schools to disclose such information to teachers and school officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1485.

Assures all children with eligible disabilities a free appropriate public education and related services designed to meet their unique needs.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794. Prohibits discrimination on the basis of disability.

Rehabilitation Act of 1973, 29 U.S.C. § 705 (2)(C)(iv).

Stipulates that schools may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student who is an individual with a disability and who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against students who are not disabled.

Americans with Disabilities Act (ADA), Title II, 42 U.S.C. § 12132. Prohibits public entities from discriminating on the basis of disability.

U. S. Department of Education, Office of Special Education Programs (OSEP) Memorandum (April 26, 1995). Questions and answers on disciplining students with disabilities.

U. S. Department of Education, Office for Civil Rights (OCR) Memorandum (January 28, 1991) ADA Amendments to Section 504 - Discipline of Students Using Drugs or Alcohol.

Utah Code Ann. § 53E-6-701 and § 80-2-602 - Mandatory reporting of physical or sexual abuse of students.

Utah Code Ann. § 53G-8-301~~2~~ - Use of reasonable and necessary physical restraint and seclusion~~or force~~.

Utah Code Ann. §§ 53G-8-201 to 53G-8-213 - School Discipline and Conduct Plans.

Utah Code Ann. §§ 53G-8-401 to -405 - Notification by juvenile court and law enforcement agencies.

Utah Code Ann. § 80-2-610 - Immunity from liability.

NDPA Board Mtg 2.4.2026

December 2025 financials are included, and we are 50% of the way through the year.

Profit and Loss –

Revenue is 64% overall and 51% for State. State is tracking right on budget as we would hope. Overall is high due to bond proceeds in Revenue from Other Sources (budgeted in FY25) even though Federal is low.

The only Federal income received to date is the food money for Free & Reduced, breakfast, and lunch. No reimbursements (other than a couple small reduced lunch grant amounts) have been requested since we are getting applications finalized in Utah Grants.

Local revenue is tracking very close to budget.

Expenses are at 44.2% overall. The only areas that are tracking ahead of budget are:

- 0441 Rental of Land 84% paid Cold Water Creek HOA for parking space lease (1x yr)
- 0442 Rental of Equipment 107% due to ‘Crapper Co’ rental for fall fiesta and other equipment for school dances. Very small amount so percent is high
- 0450 Construction Services 0% since this was budgeted in PY (no budget in CY) for payments to OneWest, increasing bond amount, and other Silver Peak and Armitex payments (some of this was likely budgeted in 0710 Land and Site improvements)
- 0521 Property Insurance 101.3%, since paid 1x yr and has been paid, rates have increased
- 0580 Travel/Per Diem 215.2% for Spain 9th grade FT
- 0810 Dues and Fees 643% from bond closing cost fees of \$175,942.92
- 0840 Redemption of Principal 100% since all payments have been made for FY26

Balance Sheet -

- Investments (PTIF) are \$400K higher than PY and amount used to close on land was replaced when proceeds were received
- Operating Cash is holding a little high on purpose to insure leeway if needed for improvements while still making regular payments and payroll
- Fixed Assets are higher from capitalization of Land in FY25

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.

North Davis Preparatory Academy
Board Profit and Loss
7/1/2025 - 12/31/2025

	Annual	Year-to-Date	
	June 30, 2026	December 31, 2025	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	431,500	224,653	52.1 %
Revenue From State Sources	10,662,496	5,477,618	51.4 %
Revenue From Federal Sources	413,194	63,762	15.4 %
Revenue from Other Sources	250,000	1,776,406	710.6 %
Total Income	11,757,190	7,542,439	64.2 %
Expenses			
Instruction/Salaries	6,306,058	2,419,926	38.4 %
Employee Benefits	1,615,580	610,080	37.8 %
Purchased Prof & Tech Serv	747,660	377,540	50.5 %
Purchased Property Services	299,500	363,727	121.4 %
Other Purchased Services	269,000	178,747	66.4 %
Supplies & Materials	971,297	356,868	36.7 %
Property	665,000	24,439	3.7 %
Debt Services & Miscellaneous	869,825	862,097	99.1 %
Total Expenses	11,743,920	5,193,424	44.2 %
Total Net Income	13,270	2,349,015	17,701.7 %

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**North Davis Preparatory Academy
Board Balance Sheet
As of 12/31/2025**

	Period Ending 12/31/2025	Period Ending 12/31/2024
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash		
Cash	1,891,031	1,698,312
Investments	4,778,041	4,310,450
Operating Cash	6,669,072	6,008,762
Accounts Receivables	3,456	12,854
Total Current Assets	6,672,528	6,021,616
Restricted Cash	502,846	433,119
Net Assets		
Fixed Assets	17,760,196	15,865,809
Depreciation	(5,389,807)	(4,881,455)
Total Net Assets	12,370,389	10,984,354
Total Assets & Other Debits	19,545,763	17,439,089
Liabilities & Fund Equity		
Current Liabilities	92,988	70,938
Long-Term Liabilities	10,240,000	10,240,000
Fund Balance	6,714,428	6,498,517
Net Income	2,498,347	629,634
Total Liabilities & Fund Equity	19,545,763	17,439,089

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Utah Open & Public Meetings Act Annual Training Materials

DEFINITIONS

Public Policy: it is the intent of the Open and Public Meetings Act (the “Act”) that public bodies take their actions *and* conduct their deliberations openly.

“Meeting” means a gathering:

- 1) of a public body;
- 2) with a “quorum” present; and
- 3) that is convened:
 - a) by an individual:
 - i. with authority to convene a public body; and
 - ii. following the process provided by law for convening the public body; and
 - b) for the express purpose of acting as a public body to:
 - i. receive public comment about a “relevant matter;”
 - ii. deliberate about a relevant matter; or
 - iii. take action upon a relevant matter.

Electronic Message Transmissions. The Act does not restrict a board member from transmitting an electronic message to other board members at a time when the board is not convened in a meeting. (Remember, electronic messages are subject to the Government Records Access Management Act and the Act’s definition of a “meeting.”)

A **“Quorum”** means a simple majority of the membership of a public body, unless otherwise defined by applicable law.

“Relevant matter” means a matter that is within the scope of authority of a public body.

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NOTICE REQUIREMENTS - Notice of public meetings must be: (i) posted at the anchor location for the meeting or the structure or other area where the meeting will be held; (ii) posted on the Utah Public Notice Website (www.utah.gov/pmn/); and (iii) posted on the School's website.

- 1) Notice must be provided no less than 24 hours prior to the meeting.
- 2) Notice must include the meeting agenda, date, time, and place.
- 3) Annual Notice. If regular meetings are scheduled in advance over the course of a year, the board must give notice at least once each year of its annual schedule (date, time, place).
- 4) Agendas. The agenda must provide reasonable specificity of each topic that will be considered at the board meeting.

Public Comment. At the discretion of the board chair, a topic raised by the public can be discussed during the meeting even if it was not included on the agenda. However, the board cannot take final action on a topic unless it was included on a properly noticed agenda.

- 5) Emergency Meetings. If the board holds an “emergency meeting,” as defined by § 52-4-202(5), the notice requirements above do not apply. Emergency meetings are limited to unforeseen circumstances that require immediate consideration, and the best practicable notice is still required.

ELECTRONIC MEETINGS - A board can hold an electronic meeting if it has adopted a resolution/rule/ordinance governing the use of electronic meetings (satisfied by adopting Electronic Meetings Policy).

- 1) Electronic Meeting Notice Requirements. In addition to the public notice requirements for a regular meeting, notice for an electronic meeting must also include: (i) written notice at the anchor location (unless no anchor location exists in accordance with the exceptions below); and (ii) 24 hr. minimum notice to board members with a description of how to connect to the meeting.
- 2) Anchor Location Requirements. When holding an electronic meeting, the board must identify an “anchor location” and provide space where members of the public can attend the open portions of the meeting. The anchor location must be in the building/location where the board would normally meet if they were not holding an electronic meeting or another building/location that is reasonably as accessible to the public.
- 3) Exceptions to Anchor Location Requirement.
 - a) No anchor location is required if the board chair determines: (i) that having an anchor

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location presents a substantial risk to the health or safety of those present or who would otherwise be present at the anchor location; or (ii) the location where the board would normally meet has been ordered closed to the public for health or safety reasons. If no anchor location will be made available under this exception, the public notice for the meeting must include a statement of the chair's risk determination, a summary of the facts supporting the determination, and information on how the public may attend the meeting electronically. The determination is valid for 30 days.

- b) No anchor location is required if all board members attend the electronic meeting remotely through electronic means and the board has not received a written request, at least twelve (12) hours before the scheduled meeting time, to provide an anchor location for members of the public to attend in person the open portions of the electronic meeting.

REQUIRED OPEN MEETING RECORDS - Written minutes and a recording shall be kept for all open meetings.

1) Written Minutes. Minutes must include the following:

- a) the date, time and place of the meeting;
- b) the names of members present and absent;
- c) the substance of all matters proposed, discussed or decided (or audio link);
- d) a record, by individual member, of each vote taken;
- e) the name of any person who provides comments to the board, as well as a brief summary (or audio link) of their comment; and
- f) any information that a board member asks to be entered in the minutes.

Note: Pending minutes must indicate they are not approved or that they are subject to change until they are approved.

2) Audio Recording. The board must maintain a complete and unedited recording of all open portions of each meeting.

Note: members of the public can record the meeting so long as it does not interfere with the meeting.

3) Public Availability of Records:

- a) *Pending Minutes*: must be made available within a reasonable time after the meeting.

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- b) *Approved Minutes & Meeting Materials*: within three (3) business days after approving written minutes, the board must: (i) post the approved minutes *and* meeting materials distributed at the meeting to the Public Notice Website; and (ii) make both available at the primary office.

Note: If an individual presents or provides electronic information related to an agenda item, the board shall require a copy to be included in the public record.

- c) *Recording*: within three (3) business days after the meeting, make the audio recording available to the public.

CLOSED SESSION REQUIREMENTS - A meeting is open to the public unless closed under §52-4-204, -205, -206.

- 1) A meeting may be closed to the public by a 2/3 majority vote to close.
- 2) Closed Session Voting. No vote can be taken in a closed meeting, except for a vote to end the closed meeting and return to an open meeting (requires a majority vote).
- 3) Permissible Reasons for Closed Session. Discussions regarding: an individual's character, competence, mental health; collective bargaining; pending or imminent litigation; sale/purchase of real property; security personnel, devices or system discussions; investigative proceedings for criminal misconduct; or when acting as the evaluation committee, protest officer, or appeals committee under the procurement code.
- 4) Public Record of Closed Session. The public minutes and recording must include: (i) the reason(s) for holding the closed session; (ii) the location; and (iii) the vote, by name, of all members for or against closing the meeting.
- 5) Closed Session Records:
 - a) *Recording Requirement*. Closed meetings must be recorded in their entirety *unless* the meeting was closed to discuss: (i) the character, professional competence or physical/mental health of an individual; or (ii) to discuss security personnel, devices or systems.

The closed session recording must include: (i) the date, time and place of the closed meeting; (ii) the names of members present and absent; and (iii) the names of all others present in the closed session unless disclosure infringes on the confidentiality purposes of the closed meeting.

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Note: if the meeting was not recorded under the exceptions noted above, the board chair/president must sign a sworn statement affirming that the sole purpose for closing the closed meeting was to discuss one of the exempt purposes.

- b) Closed session minutes are optional.
- c) Closed session recordings and minutes are “protected records” under Utah’s Government Records Access Management Act.

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[Back to Agenda](#)

North Davis Preparatory Academy Board of Directors Meeting Minutes Wednesday, December 3, 2025

Location: Elementary Library, 1765 W Hill Field Rd, Layton, UT 84041

In Attendance: Monte Poll, Maggie Arave, Rita Brock, Dale Pfister, Clint Heiner (via Zoom, 7:04 p.m.)

Others in Attendance: Ryan Robinson, Dawn Kawaguchi, Cathie Hurst, Heidi Bauerle, Brandon Fairbanks,

VISION:

North Davis Preparatory Academy students develop a love of learning, experience high academic achievement, and enjoy high bi-literate proficiency.

BOARD CONSTITUTION:

- * We will Govern, not Manage. We will set the direction and goals for the school, but we will not micromanage the day to day administration of the school.
- * We will speak with "One Voice". We will recognize that our authority is only valid as a group and not as individuals. We will not use our position on the Board to promote our own personal agendas.
- * We will make the Spanish language a key element of our school.
- * We will make decisions that will keep NDPA financially stable.
- * We will review our Charter before making any dramatic changes to school policy.

MINUTES

6:04 PM – INTRODUCTORY ITEMS

- Welcome and Roll Call – Monte Poll
 - Pledge of Allegiance – Maggie
 - School Vision – Ryan
 - Board Constitution – Dale

There was no PUBLIC COMMENT.

REPORTS

- **Eide Bailly**
 - Review FY25 Financial Statement – Ken Jeppesen discussed the School's financial statements, highlighting a significant increase in capital assets due to land acquisition, a decrease in liabilities, and an improvement in the profit margin. He noted that the School's unrestricted funds and investments were in a healthy

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position, with a low level of non-debt service restrictions. The discussion also covered the School's debt service, depreciation expenses, and future payment schedules, with Ken mentioning a balloon payment due in 2031. Ken discussed the financial statements and one audit finding for the school which was a very common finding regarding depositing funds within three business days from receiving the funds. He reviewed key notes and disclosures, including contributions to benefit plans and new bonds issued after year-end. Ken advised the Board to carefully review monthly financial statements and emphasized the importance of internal controls. He also discussed enrollment trends, noting a slight decline but maintaining a large student body. Ken thanked Ryan, AW and the board for their continued strong working relationship through the audit. Cathie thanked Ryan and the Board for having very little excess restricted money. *Ken Jeppesen was excused at 6:23 a.m.*

➤ **Administration**

- State of the School – Ryan Robinson

- ✓ **Trust in School**

- ★ Purple Star School Letter – Ryan stated that he is involved with the Davis Education Network. HAFB is included in this group and they have been encouraging the charter schools to apply to be a Purple Star School. He has created a letter which Monte needs to sign.

- ✓ **Retention of Students** – Ryan reviewed the enrollment which as Ken stated, it is down from last year. There was a discussion on how a lot of schools are down in kinder.

Ryan has been thinking about the structure of the school as we consider moving forward with the satellite. Ryan shared insights on special education and student demographics, highlighting a high percentage of English language learners and minority students. The conversation concluded with updates on security measures, including window film and potential Guardian implementation, though progress was slow due to funding challenges. The meeting discussed several topics related to school safety and operations. Ryan talked about the lack of on-site SROs and the use of emergency buttons in classrooms. There was also a discussion the need for audio enhancement systems in classrooms, which they learned could be upgraded at a lower cost than a new system.

➤ **Board of Director**

- Update on Satellite Application – Heidi Bauerle stated that there is no update. Ryan has reached out to SCSB and they haven't got a date yet.

CONSENT ITEMS

- October 29, 2025 Board Meeting Minutes – There was no further discussion.
- Ratify Amended Armitex Security Window Film Purchase from not to exceed \$42,500 to not to exceed \$58,000 – Monte gave a brief update on the window film. Ryan added that the originally did very minimal window film due to the state continually changing the thickness requirement. They are now ready to do the window film and with the thickness increasing, so has the cost. However, there was a down payment made way back when

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they first started this process. This is for all ground level exterior windows which is not bulletproof but does slow down the process of trying to access entry. **Monte Poll made a motion to approve the consent items. The votes were as follows:**

Monte Poll – Aye
Maggie Arave – Aye
Clint Heiner – Aye
Rita Brock – Aye
Dale Pfister – Aye

Motion passed unanimously.

VOTING ITEMS

- 2026-2027 School Calendar – Ryan Robinson presented the 2026–2027 school calendar, noting that it aligns closely with the DSD schedule. The group also discussed the Spanish teachers, in regards that those who return home for the holidays typically remain through Three Kings Day on January 6.
- Bathroom Remodel Project – Ryan Robinson requested that the item be tabled. He informed the board of his plan to remodel the junior high bathrooms with floor-to-ceiling stalls. The proposed design would allow the restrooms to function as unisex facilities; however, they will not be designated as such, and the school will continue to maintain separate boys’ and girls’ restrooms.
- Amend Instructional Materials Policy – Heidi Bauerle reviewed the amended Instructional Materials Policy which includes updates from the 2025 Legislative session. They have separated two definitions of “objective sensitive material” and “subjective sensitive material” and have renumbered the state code. The proposed revisions to the policy include only the updated code citations. No other changes have been made to the policy.
- Amend Paid Parental & Postpartum Recovery Leave Policy – Heidi Bauerle reviewed the amended Paid Parental and Postpartum Recovery Leave Policy. She explained that schools have discretion in determining the structure of parental and postpartum recovery leave. NDPA has elected to provide three calendar weeks, rather than 15 contracted days, for both parental leave and postpartum recovery leave, beginning at the time of childbirth.

Monte Poll made a motion to approve the following items:

- **Approve the 2026-2027 School Calendar;**
- **Table the Bathroom Remodel Project;**
- **Approve the Amended Instructional Materials Policy; and**
- **Approve the Amended Paid Parental & Postpartum Recovery Leave Policy**

The votes were as follows:

Monte Poll – Aye
Maggie Arave – Aye
Clint Heiner – Aye
Rita Brock – Aye
Dale Pfister – Aye

Motion passed unanimously.

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DISCUSSION ITEMS

➤ Calendaring Items – ALL

- Schedule a January Work Session to prepare for USBE presentation but will hold until we know
- Next PreBoard Meeting – January 20th
- Next Board Meeting – February 4th – Dale has asked to be excused
- NCSC26 New Orleans, LA June 24-26 (Wed-Fri)

7:02 PM – Monte Poll made a motion to enter a 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) located in the elementary library. The roll call votes were as follows:

Monte Poll – Aye

Maggie Arave – Aye

Clint Heiner – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

7:24 PM – Monte Poll made a motion to exit the CLOSED SESSION and ADJOURN. The votes were as follows:

Monte Poll – Aye

Maggie Arave – Aye

Clint Heiner – Aye

Rita Brock – Aye

Dale Pfister – Aye

Motion passed unanimously.

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**North Davis Preparatory Academy
Board of Directors
Closed Session Statement
Wednesday, December 3, 2025**

Location: Elementary Library, 1765 W Hill Field Rd, Layton, UT 84041



CLOSED SESSION SWORN STATEMENT:

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

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

Signed on the 3rd day of December, 2025.

A handwritten signature in black ink that reads "Monte Poll".

Monte Poll
Board Chair

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NDPA Board of Director's Meeting Wednesday, February 4, 2026

Action Item: *2026-2027 Amended School Calendar*

Issue

The Board must approve the annual school calendar that meets the state requirements of 180 days and 990 hours of instruction and any amendments made to the calendar. (A school day must have a minimum of 4 instructional hours.)

Background

The 2026–2027 school calendar was approved by the Board on December 3, 2026. After approval, the administration identified that the scheduled Spring Break did not align with the Davis School District. The only change made to the calendar is the adjustment of Spring Break from March 29–April 2 to April 5–9.

An additional correction was made in the “Year at a Glance” section regarding Labor Day. The date was not updated correctly in the initial version of the calendar, but it has now been fixed.

This calendar still meets the required 180 days and meets the required 990 hours with a total of 996.5 hours for the elementary and 999.23 for the Jr. High.

Recommendation

It is recommended the board approve the 2026-2027 Amended School Year Calendar.

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K-4 Building

1765 West Hill Field Road
Layton, Utah 84041
801-547-1809 (Office)
801-547-1649 (Fax)



5-9 Building

1591 West Hill Field Road
Layton, Utah 84041
801-336-3601 (Office)
801-336-3605 (Fax)

Daily School Schedule

AM Kinder	Mon - Thur 8:30am - 11:30am	Fri 8:30am - 10:30am
PM Kinder	Mon - Thur 12:00pm - 3:00pm	Fri 11:00am - 1:00pm
1-6 Grades	Mon - Thur 8:30am - 3:00pm	Fri 8:30am - 1:00pm
7-9 Grades	Mon - Thur 8:20am - 3:10pm	Fri 8:20am - 1:10pm

NORTH DAVIS
PREPARATORY ACADEMY

2026-2027 School Year

www.northdavisprep.org

SEMESTER DATES by Terms

TERM 1: August 19 - October 19	41 Days
TERM 2: October 20 - January 4	42 Days
TERM 3: January 5 - March 12	47 Days
TERM 4: March 15 - May 27	50 Days
TOTAL SCHOOL DAYS	180 Days

JULY 2026							AUGUST 2026							SEPTEMBER 2026							YEAR AT A GLANCE		
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S			
			1	2	3	4							1			1	2	3	4	5	August 12	No School For Students	Quality Teaching Day for NEW Teachers
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12	August 13 - 18	No School For Students	Quality Teaching Day for ALL Teachers
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	August 13	Save the Date	7-9 Registration/Back to School Night (1-9)
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	August 19	First Day of Term	First Day of School 1st-9th (Term One)
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30				August 19 - 21	Early Release	Early Out Day (Grades 1-9)
																					August 17 - 20	No Kinder Classes	Kinder Assessment Week (By Appointment)
							30	31													August 24	Save the Date	Kinder Back to School Night 6-8
																					August 26	Kindergarten - First Day	Kindergarten First Day of Attendance
OCTOBER 2026							NOVEMBER 2026							DECEMBER 2026									
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S			
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5	September 7	No School	Labor Day
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	September 23 - 24	Early Release	Parent Teacher Conferences 1:30-8:00 pm
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	September 25	Early Release	Parent Teacher Conferences 1:30-4:00 pm
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	October 14	Early Release	Early Out Day
25	26	27	28	29	30	31	29	30						27	28	29	30	31			October 15 - 16	No School	Fall Break
																					October 19	No School For Students	Teacher PD (Legislative Day)
																					October 20	First Day of Term	Term Two Begins
																					November 23	No School	Teacher Comp Day
																					November 24 - 27	No School	Thanksgiving Recess
																					December 21	No School	Teacher Comp Day
																					December 22 - January 1	No School	Winter Break
																					January 4	No School For Students	Teacher PD (Legislative Day)
																					January 5	First Day of Term	Term Three Begins
																					January 18	No School	Martin Luther King's Day
																					February 10 - 11	Early Release	Parent Teacher Conferences 1:30-8:00 pm
																					February 12	No School For Students	Teacher PD (Legislative Day)
																					February 15	No School	President's Day
																					March 15	First Day of Term	Term Four Begins
																					March 29	No School	Teacher Comp Day
																					April 5 - 9	No School	Spring Break
																					April 23	No School For Students	Teacher PD (Legislative Day)
																					May 27	Last Day of Attendance	Term Four Ends (Early Release Day)
																					May 28	No School For Students	Quality Teaching Day for ALL Teachers

Board Approved Date 12-03-25

Board Amended Date

NDPA Board of Director's Meeting Wednesday, February 4, 2026

Action Item: *Technology Purchase*

Issue

In accordance with NDPA's Purchasing Policy, all purchases about \$25,000 must be approved by a majority vote of the Board of Directors. This includes all purchases from a single vendor in a 30-day period.

Background

We need new Chromebook devices purchased as part of our digital material maintenance, which is a cyclical repair/replace/upgrade of different technology items. The following technology quotes are for items on are standard replacement cycle and will be funded from the current FY26 SLT funds.

- EM 2896 \$12,150 – (9) replacement projectors for elementary classrooms
 - EM 3922 \$38,610 – Faculty Devices for 2026-2027
 - EM 3923 \$1,430 – Desktop computer for elementary library
 - EM 3924 \$34,935 – (80) Chromebooks and a cart
 - EM 3950 \$13,475 – (13) Chromebook carts
- TOTAL: \$90,600**

Recommendation

It is recommended that the Board approve the technology purchase not to exceed \$93,000.

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

ISSUED TO

DATE

PROJECT DESCRIPTION

North Davis Preparatory Academy
1765 W Hill Field Rd.
Layton UT 84041

1/7/2026

9 Classroom Projectors Replacements - NDPA Elem.

EXPIRATION DATE

PROJECT MANAGER

2/6/2026

Shrock, Steven M
steven.shrock@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
-------------	-----	------------	-----------

*** Scope of Work ***

- Replacing the old projectors with the new Viewsonic projectors.
- Installing the projectors to the existing mounts
- Set it up and aim it on the wall

Projector Replacement	1	12,150.00	12,150.00
-----------------------	---	-----------	-----------

- (Qty. 9) Viewsonic Projector
- Installation of projectors
- (Qty. 9) Setup & configuration

TERMS AND CONDITIONS

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

SUBTOTAL	12,150.00
SALES TAX	0.00
QUOTE TOTAL	12,150.00

Signature: _____

Date: _____

ISSUED TO	DATE	PROJECT DESCRIPTION
North Davis Preparatory Academy 1765 W Hill Field Rd. Layton UT 84041	1/7/2026	Faculty Devices for 2026-27
	EXPIRATION DATE	PROJECT MANAGER
	2/6/2026	Jewkes, Kelly D. kelly.jewkes@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Qty. 26 - Faculty Laptop	1	38,610.00	38,610.00
Dell Laptop - Intel® Ultra 5 - Windows 11 Pro - 16GB RAM - M.2 256GB PCIe NVMe Class 35 Solid State Drive - 16" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits, WLAN, HD Camera - 65W Type-C Adapter ----- STANDARD SETUP AND CONFIGURATION - Install fresh OS/remove all bloatware and trials - Join PC to domain - includes giving the PC an appropriate name - Install Office 365 - Install all windows updates - Install AV software - Install RMM software (pulseway) - set up local administrator account ----- NDPA SPECIFIC SETUP AND CONFIGURATION - Setup of user profile, peripherals, and other applications. -----			

Project Notes

- NOTICE 1:**
BASED ON THE ABOVE STANDARD/NDPA SETUP, ETS DOES NOT ANTICIPATE NEEDING ADDITIONAL HOURS OR MATERIALS, BUT IF ADDITIONAL LABOR/EQUIPMENT IS NEEDED, NDPA WILL BE NOTIFIED, AND A CHANGE ORDER WILL BE CREATED.
- NOTICE 2:**
THE COST OF RAM IS VERY VOLATILE DUE TO THE HIGH USE OF A.I. ACROSS THE WORLD.
PLEASE REACH OUT FOR THE MOST UPDATED COSTS ONCE APPROVED.

TERMS AND CONDITIONS

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

SUBTOTAL	38,610.00
SALES TAX	0.00
QUOTE TOTAL	38,610.00

Signature: _____

Date: _____

ISSUED TO

North Davis Preparatory Academy
1765 W Hill Field Rd.
Layton UT 84041

DATE

1/7/2026

PROJECT DESCRIPTION

Desktop - Elem Library

EXPIRATION DATE

2/6/2026

PROJECT MANAGER

Jewkes, Kelly D.
kelly.jewkes@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Desktop - Elem Library	1	1,430.00	1,430.00

(Qty. 1) Dell Pro Slim Desktop:

- Intel Core Ultra 5
- 26GB DDR5 RAM
- 512GB SSD Storage
- Windows 11 Pro

STANDARD SETUP AND CONFIGURATION

- Install fresh OS/remove all bloatware and trials
- Join PC to domain - includes giving the PC an appropriate name
- Install Office 365
- Install all windows updates
- Install AV software
- set up local administrator account

ON-SITE SETUP AND CONFIGURATION

- Included for setup of user profile, peripherals, and other applications.

Project Notes

NOTICE 1:

BASED ON THE ABOVE STANDARD/NDPA SETUP, ETS DOES NOT ANTICIPATE NEEDING ADDITIONAL HOURS OR MATERIALS, BUT IF ADDITIONAL LABOR/EQUIPMENT IS NEEDED, NDPA WILL BE NOTIFIED, AND A CHANGE ORDER WILL BE CREATED.

NOTICE 2:

THE COST OF RAM IS VERY VOLATILE DUE TO THE HIGH USE OF A.I. ACROSS THE WORLD. PLEASE REACH OUT FOR THE MOST UPDATED COSTS ONCE APPROVED.

TERMS AND CONDITIONS

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

SUBTOTAL	1,430.00
SALES TAX	0.00
QUOTE TOTAL	1,430.00

Signature: _____

Date: _____



EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

EM-3924

ISSUED TO	DATE	PROJECT DESCRIPTION
North Davis Preparatory Academy 1765 W Hill Field Rd. Layton UT 84041	1/7/2026	Chromebooks - Qty 80 & 1 Cart
	EXPIRATION DATE	PROJECT MANAGER
	2/6/2026	Jewkes, Kelly D. kelly.jewkes@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Chromebooks	1	33,840.00	33,840.00
(Qty. 80) Dell Chromebook 3120: - 4GB Memory - 64GB eMMC Storage **The Chromebook 11 is the latest model - we are still selling the 3120's for now since the price point is better, but Dell could stop production of those at anytime. (Qty. 80) Google Chromebook Management License Standard Setup & Configuration of Google Chromebook			

Project Notes

NOTICE 1:

BASED ON THE ABOVE STANDARD/NDPA SETUP, ETS DOES NOT ANTICIPATE NEEDING ADDITIONAL HOURS OR MATERIALS, BUT IF ADDITIONAL LABOR/EQUIPMENT IS NEEDED, NDPA WILL BE NOTIFIED, AND A CHANGE ORDER WILL BE CREATED.

NOTICE 2:

THE COST OF RAM IS VERY VOLATILE DUE TO THE HIGH USE OF A.I. ACROSS THE WORLD.PLEASE REACH OUT FOR THE MOST UPDATED COSTS ONCE APPROVED.

Charging Cart	1	1,095.00	1,095.00
Similar style as the last ones you got from us - 30 capacity Labor to unbox, wire, and deliver			

TERMS AND CONDITIONS

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

SUBTOTAL	34,935.00
SALES TAX	0.00
QUOTE TOTAL	34,935.00

Signature: _____

Date: _____



EMINENT TECHNICAL SOLUTIONS

1103 N 1600 W, Layton, UT 84041

932 E 00 S, Declo, ID 83323

833.758.7300

etscorp.com

PROJECT QUOTE

EM-3950

ISSUED TO

North Davis Preparatory Academy
1765 W Hill Field Rd.
Layton UT 84041

DATE

1/15/2026

PROJECT DESCRIPTION

13 Chromebook Carts

EXPIRATION DATE

2/14/2026

PROJECT MANAGER

Jewkes, Kelly D.
kelly.jewkes@etscorp.com

DESCRIPTION

QTY

UNIT PRICE

EXT PRICE

Charging Cart (Qty. 13)

1

13,475.00

13,475.00

Similar style as the last ones you got from us - 30 capacity
Labor to unbox and deliver

Project Notes

NOTICE 1:

BASED ON THE ABOVE STANDARD/NDPA SETUP, ETS DOES NOT ANTICIPATE NEEDING ADDITIONAL HOURS OR MATERIALS, BUT IF ADDITIONAL LABOR/EQUIPMENT IS NEEDED, NDPA WILL BE NOTIFIED, AND A CHANGE ORDER WILL BE CREATED.

NOTICE 2:

THE COST OF RAM IS VERY VOLATILE DUE TO THE HIGH USE OF A.I. ACROSS THE WORLD.PLEASE REACH OUT FOR THE MOST UPDATED COSTS ONCE APPROVED.

TERMS AND CONDITIONS

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

SUBTOTAL

13,475.00

SALES TAX

0.00

QUOTE TOTAL

13,475.00

Signature: _____

Date: _____

NDPA Board of Director's Meeting Wednesday, February 4, 2026

Action Item: *Playground Replacement Project*

Issue

In accordance with NDPA's Purchasing Policy, all purchases about \$25,000 must be approved by a majority vote of the Board of Directors. This includes all purchases from a single vendor in a 30-day period.

Background

After 20+ years of daily use of our playground equipment, maintenance has become challenging to find parts that meet warranty requirements. Our maintenance staff, Jeff, has done a great job piecing together parts to keep it functional. However, the concern now is that too many parts are not true to the design or from the manufacturer. With over 500 children using it daily, it might be our most-used piece of equipment. It is time to upgrade, as we have with many other areas of the school in the past few years.

We have a quote for the playground equipment, but we will need to replace the pit that surrounds the equipment and we are still receiving bids for that. Based on what Jeff thinks it might run; we would like to ask for an amount not to exceed \$200,000.

Recommendation

It is recommended that the Board approve the Playground Replacement Project not to exceed \$200,000.

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.



Play Power LT Farmington, Inc

Company Description & Qualifications

General Information:

Manufacturing Firm: Play Power LT Farmington, Inc.
Corporation Address: 878 E Highway 60
Monett, Missouri 65708
Phone: (800) 325-8828

Accts Payable Submit to: Play Power LT Farmington, Inc
PO Box 734155
Dallas, TX 75373-4155

Business: Play Power LT Farmington, Inc.
(Under current name since June 2004)
Previously know as: Little Tikes Commercial, Inc.
Iron Mountain Forge, now PlayPower LT started operations in 1979.
46 Years in Business!

President: Bryan Yeazel
Regional Sales Manager: Greg Sippel

Purchasing Associations: SourceWell (formerly NJPA), NASPO
Utah State Contract MA2568

Principal Agent: Michael Feidler - Primary Park and Play, LLC
Area: Utah and Southern Idaho
Phone: (801) 855-6213
Email: mike@primaryparkandplay.com

Qualifications:

PlayPower LT Farmington, Inc. is a division of Play Power, Inc. a publicly held company. Primary Park and Play, LLC is the sole distributor of Play Power LT Farmington, Inc (formerly know as Little Tikes Commercial, Inc.) in Utah and Southern Idaho.

Playground equipment and fall surfacing IPEMA Certified



PlayPower LT Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: OE25016774
 CUSTOMER: TEMP25001141
 PROJECT: 25017906
 DESIGN NAME: N Davis Prep Opt 2

Bill To:

Ryan Robinson

 North Davis Preparatory Academy
 1765 West Hill Field Road
 Layton, UT 84041
 +18015471809 Ext. (phone)

Project Name & Location:

North Davis Preparatory
 Academy
 Attn: North Davis Preparatory
 Academy

Prepared by:

PRIMARY PARK AND PLAY, LLC

 Mike Feidler
 MICHAEL TODD FEIDLER
 SARATOGA SPRINGS, UT 84045

Ship To Address:

Michael Feidler
 North Davis Preparatory Academy

 1765 West Hill Field Road
 Layton, UT 84041
 (801) 855-6213 (phone)

End User:

Michael Feidler
 North Davis Preparatory
 Academy
 1765 West Hill Field Road
 Layton, UT 84041
 (801) 855-6213 (phone)

Quote Number: OE25016774
 Quote Date: 11/7/2025

Valid For: 30 Days From Quote Date

Option 2 GSX Linking to KID BUILDERS

Product line: KidBuilders Age group: 5-12_ASTM

Global defaults

GRAND STRAND ACCENT	RED
GRAND STRAND FRAME	BLUE
GRAND STRAND GROUND CVR	BURIED
GRAND STRAND ROTO	RED
KB Accent Color	RED
KB CLAMP	RED
KB NUEDGE ROOF	BLUE
KB Slide/Float Stone Clr	BLUE
KB Vinyl color	GRAY
KB/Jeep Ground Cover	BURIED
Kid Builder Post Color	SILVER
Laminated Panel	RED-SAND-RED
Laminated Solid Panel	RED
Spinner Component Mounting	BURIED
Stand-n-Spin Clr	BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1.00	3.00	0.36	201.00	201.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1.00	3.00	0.36	0.00	0.00
200013798	KB 136" POST W/CAP	2.00	59.00	3.00	456.00	912.00
200013801	KB 176" POST W/CAP	4.00	77.00	3.80	590.00	2,360.00
200013810	KB 148" POST W/CAP	1.00	64.00	3.20	500.00	500.00

200122438	Spiral Slide, 1625 mm (64") Large Hole Deck	1.00	380.00	189.75	7,500.00	7,500.00
200200187	Deck-to-deck, 205 mm (8") with faces (accent color)	2.00	15.00	0.40	243.00	486.00
200200466	Accordion Climber, 1220mm (48") deck, ground to deck	1.00	124.00	18.30	2,041.00	2,041.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1.00	10.00	0.00	0.00	0.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1.00	10.00	0.00	0.00	0.00
200201539	Stand N Spin	1.00	118.00	19.90	1,441.00	1,441.00
200202430	Vertical Pod Climber 56"	1.00	110.00	29.00	2,367.00	2,367.00
200202483	KB Deck Square Large Hole 11GA	2.00	116.00	9.86	1,379.00	2,758.00
200202485	Deck Triangle Large Hole 11GA	1.00	59.00	7.25	993.00	993.00
200202566	KB Transfer Station 1422 SFTY RL 11GA	1.00	496.00	61.00	4,706.00	4,706.00
200203192	KB BeatBlocks Panel	1.00	55.00	2.00	1,463.00	1,463.00
200203470	Activity Panel Frame Panel Deck Mount KB	1.00	40.00	0.70	551.00	551.00
200203477	Activity Panel A-Maze-Ing Insert	1.00	13.00	1.20	1,053.00	1,053.00
200203663	NU-Edge GSX KB Link	1.00	3,800.00	350.00	85,059.00	85,059.00
200203758	NU-Edge Birch Climber F/KB 48"	1.00	150.00	5.00	2,624.00	2,624.00
200203766	NU-Edge Birch Tree Canopy F/KB	4.00	55.00	15.00	742.00	2,968.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1.00	1.00	0.00	50.00	50.00

RiskSign_Included Product line: Freestanding

Global defaults RISK MGNT SIGN CLR RED

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1.00	0.00	10.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14"	1.00	0.00	0.00	0.00	0.00
200111492	Label, Identification stamped w/rivets	2.00	0.00	0.00	5.47	10.94
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5.00	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	3.00	1.00	0.00	7.90	23.70
925960	THUMB DRIVE 2GB - PPLT	1.00	0.00	0.00	0.00	0.00
INSTALL BK	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
Demolition	Remove all old playground equipment and footings Remove Existing Playground Equipment. Haul off and dispose of all	1	0.00	0.00	6,950.00	6,950.00
Drainage Rock	Add 4" of Drainage rock under Wood Mulch	1	0.00	0.00	5,900.00	5,900.00
EWF	Engineered Wood Fiber per Cubic Yard Enough to add 8" Depth across 2520 sq ft (4 inches of existing EWF to be reused)	86	0.00	0.00	92.00	7,912.00
Excavate Old EWF	Dig out old Wood Mulch / dirt to a Depth of 16" at center 2520 sq ft area and haul off / dispose of most. Keeping about 4" of existing EWF Needed to prep for new Engineered Wood Fiber fall surfacing and drainage rock	1	0.00	0.00	6,600.00	6,600.00
Fabric	Sq ft of landscape fabric installed under wood mulch Landscape fabric	2520	0.00	0.00	0.45	1,134.00

Totals:

Equipment Weight: 8,272.00 lbs
Equipment Volume: 799.74 ft³
Equipment List: \$120,067.64
Discount Amount: -\$43,224.35
Equipment Price: \$76,843.29

Products Subtotal: \$76,843.29
 Products by Other: \$28,496.00
 PBO Freight: \$150.00
 Installation: \$42,000.00
 Estimated Sales Tax*: \$0.00
 Freight: \$5,490.92 Code: FTL
Grand Total: \$152,980.21

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.
 Remit Purchase Orders by email to:
mike@primaryparkandplay.com
 PlayPower LT Farmington, Inc.
 Attention: Sales Administration
 878 E US Hwy 60
 Monett, Missouri, USA 65708
 1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.
 Remit Checks To:
 PlayPower LT Farmington
 PO Box 734155
 Dallas, TX 75373-4155

NOTE:* Applicable sales taxes will be confirmed once order and any tax certificates are received
 † Denotes drop ship item.
 Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
 Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
 If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
 The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

The Little Tikes Commercial playground equipment on this quote is available for purchase through the **Utah State Contract** at better than contract pricing.

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

NDPA Board of Director's Meeting Wednesday, February 4, 2026

Action Item: *Capital Improvement Plan*

Issue

In accordance with NDPA's Purchasing Policy, all purchases about \$25,000 must be approved by a majority vote of the Board of Directors. This includes all purchases from a single vendor in a 30-day period.

Background

Each year, the School's administration team meets with AW's Facilities team to conduct a comprehensive evaluation of all buildings. This evaluation focuses on the long-term care and maintenance of each facility. Topics reviewed include completed projects, maintenance tickets, contracted vendors, ongoing maintenance needs, commendations, considerations, concerns, general notes, and future planning. As part of this process, the Facilities team also provides a detailed spreadsheet outlining items that require replacement, their expected lifespan, estimated replacement costs, recommended annual savings, and projected timelines for replacement.

The administration team has developed a prioritized project list, ranging from high to low priority. We are requesting the Board's approval to move forward with several high-priority capital improvements during the summer months. Cost figures are preliminary, and depending on whether items fall under the state contract list, an RFP may or may not be required. Due to the lead times associated with many of these projects, timely Board approval is essential to ensure completion before the start of the upcoming school year. We are requesting authorization for a not-to-exceed amount for these capital improvements, with the understanding that any items requiring individual approval will be brought back to the Board as needed.

Recommendation

It is recommended that the Board approve the Capital Improvement Plan not to exceed \$??.

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.

North Davis Preparatory Academy

Project Name	Priority	Year	Estimate
Elementary Asphalt (seal)	Medium	2026	11390
Jr High Parking lot repave	HIGH	2026/2027	435312
Jr High roof	Medium	26/27/28	99200
Jr High RTU*	Medium		197000
JR high ceiling units	medium		133400
Thermostats	High		5600
Elementary bathrooms	Low	26 - 30	161100
elementary bathroom vents	Low	26 - 30	4320
elementary playground	High	2026	\$150- \$250k
glass windows	Low	26-30	10000
JR high Carpet	Low	27-30	
Jr high stalls	low		\$15500???

200000

2 failed windows plus roofing

*brought up to me today. - jeff said he gave this to you
floor to ceiling

\$25,000

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.

NDPA Board of Director's Meeting Wednesday, February 4, 2026

Action Item: *Helpside Professional Employer Agreement*

Issue

Every five years the School must renew their Helpside agreement to continue their services and meet procurement regulations.

Background

A new Professional Employer Agreement between the school and Helpside is being presented for board approval. Under the Utah Procurement Code, contract terms are generally limited to five years, with limited exceptions. Helpside provides a comprehensive suite of services, including payroll administration, 401(k) benefits, FMLA administration, unemployment support, and workers' compensation coverage. Helpside has consistently delivered high-quality, comprehensive services at competitive rates. The terms of the new agreement are consistent with the expiring agreement.

Recommendation

It is recommended that the Board approve the Professional Employer Agreement with Helpside and authorize the Board President to execute the agreement on behalf of the school.

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

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

Helpside PEO Client Service Agreement

This Client Service Agreement is made as of the Effective Date set forth below by and between Helpside, LLC, located at 395 West 600 North, Lindon, Utah 84042 (hereinafter "Helpside" or "PEO") and North Davis Preparatory Academy, located at 1765 W Hill Field Rd, Layton, UT 84041 (hereinafter "Client"). Helpside and Client are sometimes referred to collectively as the "Parties," and individually as a "Party." Terms and Conditions (Exhibit "A"), the Rate Sheet (Exhibit "B"), and State Addenda (Exhibit "C") accompanying this Client Service Agreement, along with any other addenda, exhibits and/or schedules, are incorporated by reference as if fully set forth herein and are referenced herein collectively as "this Agreement."

1. **Effective Date and Service Commencement Date.** This Agreement will be effective as of the date signed by both Parties ("Effective Date"). The term of the Agreement will commence on the Effective Date and will continue until terminated by either Party pursuant to the Terms and Conditions, set forth in Exhibit "A" ("Term"). The services described herein will commence on 2-04-26. For avoidance of confusion, Helpside's obligation to provide services with respect to any Covered Employee (as defined below) under this Agreement does not commence until the requirements for a Client's employee to be deemed a Covered Employee, as set forth in Paragraph 2, have been satisfied.
2. **Obligations of Helpside.** Helpside's obligations under this Agreement with respect to Client's employees for whom Helpside has timely received and accepted all onboarding documents required by Helpside, including, without limitation, the Worksite Employee Acknowledgement and W-4, in addition to initial payment according to the appropriate rate set forth in the Rate Sheet (Exhibit "B") of this Agreement (hereinafter "Covered Employee") are as follows:
 - 2.1. **Payroll Administration.** Helpside will process payroll payments for Covered Employees in accordance with applicable law, conditioned upon Client timely and accurately supplying all data and funds necessary for Helpside to perform its payroll processing services.
 - 2.2. **Payroll Taxes and Unemployment Insurance.** To the extent required by law, Helpside will withhold, report, and remit federal, state, and local payroll taxes, including, without limitation, unemployment insurance contributions, for Covered Employees. To the extent requested by Client, Helpside will administer unemployment insurance filings and claims, including opposing unemployment claims when appropriate.
 - 2.3. **Employee Benefits.** As agreed to between Helpside and Client, Helpside will offer certain employee benefits to eligible Covered Employees and their eligible dependents through Helpside-sponsored plans ("Helpside Benefit Plans") and administer such Helpside Benefit Plans in compliance with applicable law and the terms and provisions of the applicable plan documents. The applicable plan documents will control eligibility for benefits and the extent of benefits provided under the Helpside Benefit Plans.
 - 2.4. **Workers' Compensation Insurance.** Unless the Parties have otherwise agreed in writing, as evidenced by execution of an Addendum to this Agreement, Helpside will provide workers' compensation insurance coverage for the Covered Employees and, to the extent agreed to by the Parties, administer claims under such coverage in compliance with applicable law. Client workers who are not timely reported to Helpside pursuant to the terms of Paragraphs 3.1 below, and 5.2 of the Terms & Conditions (Exhibit "A"), and in compliance with Helpside's new-hire onboarding requirements are not Covered Employees and will not be covered by workers' compensation insurance provided through Helpside for any period during which they are not a Covered Employee.
 - 2.5. **Human Resources Consulting Services.** Helpside will provide human resources consulting services as detailed in Paragraph 4.5 of the Terms & Conditions (Exhibit "A").
3. **Obligations of Client.** Client's obligations under this Agreement include the following:
 - 3.1. **Onboarding Process.** Client will comply with Helpside directives regarding the requirements to onboard Covered Employees, including, but not limited to, the requirements set forth in the Terms & Condition. Client will ensure all newly hired employees complete electronic onboarding before the newly hired employee begins work for the Client, except as otherwise required by applicable laws.
 - 3.2. **Payroll Data.** Client will timely and accurately provide all data necessary for Helpside to process payroll for the Covered Employees, including, but not limited to, hours worked, rates of pay, payments owed, and exempt/non-exempt status under applicable wage and hour laws ("Payroll Data"). Payroll Data must be provided to Helpside no later than 9:00 AM Mountain Time two (2) business days before the payroll pay date ("Payroll Deadline"). Payroll Data provided after the Payroll Deadline that the Client would like processed on the regularly scheduled pay date results in a "Late Payroll," meaning Helpside has less time to process payroll and a "Late Payroll" fee will apply, as outlined in the Rate Sheet, attached as Exhibit "B." To ensure accurate calculation of fees and proper withholding, reporting, and remitting of taxes, Client agrees not to pay any wages, salaries, bonuses, or other amounts directly to Covered Employees (outside of Helpside's platform) without obtaining Helpside's prior written consent to do so. Client will immediately forward to Helpside any order or notice of garnishment, involuntary deduction, IRS lien or other legal process received by Client affecting wages paid to Covered Employees and, if requested by Helpside, Client will sign documents necessary to authorize Helpside to act on Client's behalf in responding to such legal process. Client will timely report to Helpside any changes in its workforce, such as employees hired or terminated, and any changes in salary or hourly wages, or other compensation. If Client abandons Helpside's services by reporting a payroll cycle of \$0, pays Covered Employees in violation of the conditions set forth in this Paragraph 3.2, or fails to timely report Client's payroll information for a payroll cycle, it will be deemed a material breach

of the Agreement, and the Agreement may be terminated immediately, as set forth in Paragraph 11.2.1 of the Terms & Conditions.

- 3.3. Notice of Covered Employee Termination and Wage Changes. Client shall provide Helpside with timely advance notice (through Helpside Admin Tools) when it terminates the employment of a Covered Employee. At a minimum, Client will provide Helpside with sufficient notice for Helpside to timely issue the final paycheck to a terminated Covered Employee. Additionally, Client shall provide Helpside sufficient notice of a wage change for any Covered Employee to enable Helpside to properly comply with any applicable wage payment requirements.
- 3.4. All Obligations Not Expressly Included. Client understands, acknowledges, and agrees that Client is solely responsible and liable for any and all obligations, duties, and responsibilities that are not expressly delegated to Helpside under this Agreement.

4. **Fees.**

- 4.1. Administrative Fees. Client will pay Helpside's administrative fees and charges as detailed in Section 7 of the Terms & Conditions (Exhibit "A"), according to the rates set forth in the Rate Sheet (Exhibit "B").
- 4.2. Timing and Collection of Amounts Owed. As detailed in the Terms & Conditions, prior to the time that one or more Covered Employees is required to be paid, Client shall pay an amount equal to Gross Payroll (as defined in the Terms & Conditions) plus all other fees and charges associated with that payroll, including, but not limited to: Helpside's administrative fees (as referenced above in Paragraph 4.1); all gross wages; federal, state, and local taxes and related charges (including, but not limited to, FICA, FUTA, and SUTA); and any other applicable fees and charges attributable to Covered Employees, as invoiced by Helpside. Except as otherwise provided in the applicable Rate Sheet, Helpside may adjust any rates, fees, or charges at any time with thirty 30 days' advance notice, or without any advance notice in the event of immediate or retroactive changes in payroll tax or insurance rates, changes in insurance requirements or costs, or changes in workers' compensation insurance codes.
- 4.3. Other Fees. There may be additional fees or charges for services requested by Client if such requested services are not specifically identified in this Agreement, such as for services pertaining to background searches, substance screening fees, applicant tracking system access, learning management system access, and other miscellaneous services.

THROUGH THE SIGNATURES OF THEIR AUTHORIZED REPRESENTATIVES BELOW, AND IN EXCHANGE FOR MUTUAL AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Helpside: BY: _____ NAME: _____ TITLE: _____ DATE: _____	Client: BY: _____ NAME: <u>Monte Poll</u> TITLE: <u>Board President</u> DATE: <u>February 4, 2026</u>
Address for Notices (Par. 14.6 of the Terms & Conditions (Exhibit "A"))	
Helpside: Street Address: City, State, Zip: Attn: Email:	Client: <u>North Davis Preparatory Academy</u> Street Address: <u>1765 W Hill Field Rd</u> City, State, Zip: <u>Layton, UT 84041</u> Attn: <u>Ryan Robinson</u> Email: <u>RRobinson@NorthDavisPrep.org</u>