

Ascent Academies of Utah Board of Directors Meeting

Date: March 2, 2026

Time: 9:00AM

Location: <https://us02web.zoom.us/j/85895039517>



AGENDA

CALL TO ORDER

PUBLIC COMMENT (Limited to three minutes each)

CONSENT ITEMS

- December 15, 2025, Board Meeting & Closed Session Minutes

VOTING & DISCUSSION ITEMS

- Chromebook Purchases
- Building Block Seal Purchase (West Jordan, Farmington, & Lehi Campuses)
- School LAND Trust Amendment (West Valley Campus)
- Award RFP for Janitorial Services for Lehi Campus
- Helpside Professional Employer Agreement
- Policies
 - Amended Student Conduct and Discipline Policy
 - Amended Fee Waiver Policy

ADJOURN

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

Ascent Academies of Utah Board of Directors Meeting

Date: December 15, 2025

Anchor Location: <https://us02web.zoom.us/j/86741984520>

Board Members Present: Jim Horton, Tyler Schvaneveldt, Chris Bleak, Mike Greenhalgh

Excused Members: Stuart Adams

Others Present: Wade Glathar, Hannah Jones, Erin Winterton, Heidi Bauerle, Ken Jeppesen, Brandon Fairbanks



MINUTES

CALL TO ORDER

Chris Bleak called the meeting to order at 9:03 AM.

AUDIT PRESENTATION

Ken Jeppesen presented the financial audit to the board. He first reviewed the standard letter from Eide Bailly, which confirms the firm's independence and outlines the scope of the audit. The financial statements reflected a clean audit, with no issues identified related to management or internal controls.

Ken Jeppesen left the meeting at 9:23 AM.

PUBLIC COMMENT

This was the first public comment period for the proposed 2026-2027 Fee Schedule.

CONSENT ITEMS

- September 24, 2025, Board Meeting and Closed Session Minutes
Jim Horton made a motion to approve the September 24, 2025, Board Meeting and Closed Session Minutes; Tyler Schvaneveldt seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenhalgh, Aye.

REPORTS

- Director's Report
Wade Glathar reported that enrollment is open for next school year and the first lottery draw will be in January. Over the past month, 400 new applications have come in: averaging 15-20 new applications each day. The deadline for current families to declare their plans for next year is December 15th. Representatives from Cognia will be visiting Ascent on March 31, and April 1-2 to renew the LEA's 5-year accreditation. During the visit they will be on 3 campuses observing instruction, touring the facilities, and interviewing employees, parents, and students. The proposed Fee Schedule for the

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2026-2027 school year had some minor changes. Purchases needing board approval include a playground for the West Jordan campus, landscaping at the West Jordan campus, and the central office lease. Lastly, Wade reviewed the individuals who need LEA Specific Licenses.

- Finance Report

Erin Winterton gave a brief financial report and said that everything is where it is anticipated to be. Supplies and materials are trending higher due to curriculum and technology purchases that are one-time charges at the beginning of the year. Tyler Schvaneveldt asked if debt services will change much at the end of December. Erin Winterton clarified that revenue from federal sources will be caught back up when reimbursements are recorded and most of those are related to title one funds as well as wages and benefits. There are great signs of growth financially for the LEA. There was no further discussion on the financial statements.

VOTING & DISCUSSION ITEMS

- Landscaping Quote

Due to a requirement from West Jordan City, the school is needing to landscape the park strip along 5600 West. There are specific guidelines for acceptable landscaping, and the landscaping chosen will include a combination of trees and shrubs with rocks. The work on the park strip is planned to be done in the Spring of 2026.

Tyler Schvaneveldt made a motion to approve the Landscaping quote not to exceed \$37,047; Mike Greenhalgh seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenlgh, Aye.

- 2026-2027 School Calendar

The board reviewed the 2026-2027 School Calendar. There were no questions or concerns.

Mike Greenhalgh made a motion to approve the 2026-2027 School Calendar; Jim Horton seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenhalgh, Aye.

- Central Office Lease

The central office lease is up on December 31st. There will be less square footage leased, so the new lease is a slightly lower cost than the previous. The board was asked to approve another 5-year lease with the option to end the lease early after the first year.

Tyler Schvaneveldt made a motion to approve the Central Office Lease; Mike Greenhalgh seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenhalgh, Aye.

- LEA Licenses

Three new individuals have been hired at the LEA that require an LEA Specific License while they work to complete their programs. Details about the teachers, classes, and

reasons for these licenses were provided to the board for review.

Jim Horton made a motion to approve the requested LEA Licenses; Tyler Schvaneveldt seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenhalgh, Aye.

○ Playground Invoice (West Jordan Campus)

Over the past few years, West Jordan has been working toward an additional playground for a few years with fundraising from families. The fundraising will make a great contribution to the total cost of the new playground. New playground completion is expected in Spring or Summer of 2026.

Mike Greenhalgh made a motion to approve the Playground Invoice; Tyler Schvaneveldt seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenhalgh, Aye.

○ Policies

- Hotline Policy
- Bullying & Hazing Policy
- Paid Postpartum & Recovery Leave Policy
- Instructional Materials Policy

The Hotline Policy emphasizes that complainants should not use the hotline to bypass the school's grievance policies. The school's Bullying and Hazing Policy have been revised to comply with the changes brought about by SB 223 and the revised rule in R277-613. The Paid postpartum and Recovery Leave Policy is being revised to clarify that the two paid leave periods are each up to 15 contract days as opposed to 3 calendar weeks. The revisions also clarify that the maximum amount of leave under each paid leave period is 15 contract days and that any non-contract days occurring during a leave period will not count toward the three-calendar week leave period. HB 21 from the 2025 legislative session renumbered various parts of the criminal code, including the definitions of "objective sensitive material" and "subjective sensitive material." Those definitions are included in the school's Instructional Materials Policy and the USBE has asked schools to update their policies with the correct/updated code citations.

Jim Horton made a motion to approve the Hotline Policy, Bullying and Hazing Policy, Paid Postpartum and Recovery Leave Policy, and the Instructional Materials Policy. Tyler S seconded. Motion passed unanimously. Votes were as follows: Tyler Schvaneveldt, Aye; Jim Horton, Aye; Chris Bleak, Aye; Mike Greenhalgh, Aye.

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

At 9:49 AM Chris Bleak made a motion to enter a closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah

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

Code 52-4-205-(1)(a), via teleconference. Tyler Schvaneveldt seconded. Votes were as follows: Chris Bleak, Aye; Tyler Schvaneveldt, Aye; Jim Horton, Aye; Mike Greenhalgh, Aye. Motion passed unanimously.

At 9:55 AM Mike Greenhalgh made a motion to move out of closed session. Jim Horton seconded. Votes were as follows: Chris Bleak, Aye; Tyler Schvaneveldt, Aye; Jim Horton, Aye; mike Greenhalgh; Aye. Motion passed unanimously.

ADJOURN

At 9:55 AM, Jim Horton made a motion to adjourn. Tyler Schvaneveldt seconded. The motion passed unanimously. Chris Bleak, Aye; Tyler Schvaneveldt, Aye; Jim Horton, Aye; Mike Greenhalgh, Aye. Motion passed unanimously.

**Ascent Academies of Utah
Board of Directors Meeting**

Date: December 15, 2025

Time: 9:00AM

Location: via teleconference

Teleconference: <https://us02web.zoom.us/j/86741984520>



CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for Ascent Academies entered 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 15th day of December 2025.

A handwritten signature in black ink, appearing to read "Chris Bleak".

Chris Bleak, Board Chair



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Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

KRISSI HUTCHINSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSWD579	1/26/2026	PSWD579	12226679	\$37,576.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOSVVC1 UNSPSC: 43232401 Contract: MARKET	112	3254461	\$8.00	\$896.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: BuyQ National Charter and Private Schools Contract (BQ-IT-001)	112	5988499	\$32.50	\$3,640.00
HP Fortis G10 11.6" Chromebook - HD - Intel N-Series N100 - 8 GB - 64 GB FI Mfg. Part#: 9R3B4UT#ABA Contract: BuyQ National Charter and Private Schools Contract (BQ-IT-001)	112	7774402	\$295.00	\$33,040.00

SUBTOTAL	\$37,576.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$37,576.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: ASCENT ACADEMIES OF UTAH ACCOUNTS PAYABL 290 N FLINT ST KAYSVILLE, UT 84037-2469 Phone: (801) 685-0228 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: ASCENT ACADEMIES OF LEHI 2199 W 900 N LEHI, UT 84043 Phone: (801) 685-0228 Shipping Method: TForce Freight, Special Services

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Annie Quinn | (877) 325-6414 | annie.long@cdwg.com

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSWD692	1/26/2026	PSWD579	12226679	\$48,320.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOSVVC1 UNSPSC: 43232401 Contract: MARKET	140	3254461	\$8.00	\$1,120.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: BuyQ National Charter and Private Schools Contract (BQ-IT-001)	140	5988499	\$32.50	\$4,550.00
HP Fortis G10 11.6" Chromebook - HD - Intel N-Series N100 - 8 GB - 64 GB FI Mfg. Part#: 9R3B4UT#ABA Contract: BuyQ National Charter and Private Schools Contract (BQ-IT-001)	140	7774402	\$295.00	\$41,300.00
Anywhere Cart LITE Series 36-Bay Charge Cart for Chromebook and Tablet Mfg. Part#: PT-36 Contract: BuyQ National Charter and Private Schools Contract (BQ-IT-001)	1	7894062	\$1,350.00	\$1,350.00

SUBTOTAL	\$48,320.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$48,320.00

PURCHASER BILLING INFO	DELIVER TO
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Billing Address:

ASCENT ACADEMIES OF UTAH
ACCOUNTS PAYABL
290 N FLINT ST
KAYSVILLE, UT 84037-2469
Phone: (801) 685-0228

Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:

ASCENT ACADEMIES OF UTAH ??? WEST V
5685 W CILMA DR
WEST VALLEY CITY, UT 84128-3902

Phone: (801) 685-0228

Shipping Method: TForce Freight, Special Services

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Annie Quinn | (877) 325-6414 | annie.long@cdwg.com

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SHIPPING	\$0.00
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GRAND TOTAL	\$37,576.00

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ESTIMATE

N&B PAINTING
for all your painting needs

Prepared For

Ascent Academy
Tippetts Lane And State Street
Farmington, Utah

N&B Painting

11908 S Hidden Valley Dr
Sandy, UT 84094
Phone: (801) 654-7340
Email: natalia_c@comcast.net

Estimate # 167
Date 02/19/2026

Description	Total
Spray sealer to exterior block 30,520 sq.ft 2 coats of seal block with Sika H185	\$6,500.00
Caulk 55 exterior windows Includes scraping off old caulking and replace with new caulking	\$8,965.00
Paint 11 metal canopies Includes light sanding, industrial pro-cryl primer, and 2 coats of DTM paint	\$3,330.00
Caulk 5 aluminum doors Includes scraping off old caulking and replace with new caulking	\$1,350.00
Paint 4 metal doors both sides Includes 2 coats of DTM paint	\$1,000.00
Caulk 9 joints Includes scraping off old caulking and replace with new caulking	\$2,097.00
Pressure wash	\$1,000.00

Subtotal	\$24,242.00
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Total	\$24,242.00

Notes:

Includes pressure wash, all labor, materials, Scissor lift rental, boom rental, industrial caulking, pro-cryl primer, DTM paint, and Sika H185 seal block.

Includes punch list after walk through for normal touch ups, any added patches or entire walls that need to be reprimed and/or repainted and things that need to be re-caulked after being fixed are not included and will be an extra charge.

Any additional colors/stain will be an extra charge and will also include an added fee for extra time and labor.

N&B painting is not responsible for choosing any colors or doing any color samples. The customer needs to choose their colors/sheens/stain prior to us painting. If customer decides they don't like the color/sheen/stain they have chosen once something has been painted or paint had been bought the customer will be responsible to pay for any additional paint/stain needed and for the repainting of any areas that have already been painted in the original chosen color by the customer.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Ascent Academy

ESTIMATE

N&B PAINTING
for all your painting needs

Prepared For

Ascent Academy
1999 West 900 North
Lehi, Utah 84043

N&B Painting

11908 S Hidden Valley Dr
Sandy, UT 84094
Phone: (801) 654-7340
Email: natalia_c@comcast.net

Estimate # 164
Date 02/14/2026

Description	Total
Spray sealer to exterior block 2 coats of seal block with Sika H185	\$4,800.00
Caulk 86 exterior windows Includes scraping off old caulking and replace with new caulking	\$17,200.00
Paint 11 metal canopies Includes light sanding, industrial pro-cryl primer, and 2 coats of DTM paint	\$3,300.00
Caulk 7 aluminum doors Includes scraping off old caulking and replace with new caulking	\$2,600.00
Paint 8 metal doors both sides Includes 2 coats of DTM paint	\$2,700.00
Caulk 12 joints Includes scraping off old caulking and replace with new caulking	\$2,760.00
Pressure wash	\$1,000.00

Subtotal	\$34,360.00
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Total	\$34,360.00

Notes:

Includes pressure wash, all labor, materials, Scissor lift rental, boom rental, industrial caulking, pro-cryl primer, DTM paint, and Sika H185 seal block.

Includes punch list after walk through for normal touch ups, any added patches or entire walls that need to be reprimed and/or repainted and things that need to be re-caulked after being fixed are not included and will be an extra charge.

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Ascent Academy

ESTIMATE

N&B PAINTING
for all your painting needs

Prepared For

Ascent Academy
8200 South 5600 West
West Jordan, Utah

N&B Painting

11908 S Hidden Valley Dr
Sandy, UT 84094
Phone: (801) 654-7340
Email: natalia_c@comcast.net

Estimate # 163
Date 02/14/2026

Description	Total
Spray sealer to exterior block 2 coats of seal block with Sika H185	\$7,400.00
Paint 16 metal canopies Includes light sanding, industrial pro-cryl primer, and 2 coats of DTM paint	\$5,400.00
Caulk 85 exterior windows Includes scraping off old caulking and replace with new caulking	\$14,450.00
Caulk 8 aluminum doors Includes scraping off old caulking and replace with new caulking	\$2,400.00
Paint 7 metal doors both sides Includes 2 coats of DTM paint	\$2,450.00
Caulk 10 joints Includes scraping off old caulking and replace with new caulking	\$2,330.00
Paint 2 metal hand rails 2 coats of DTM paint	\$800.00
Pressure wash	\$1,500.00

Subtotal	\$36,730.00
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Total	\$36,730.00

Notes:

Includes pressure wash, all labor, materials, Scissor lift rental, boom rental, industrial caulking, pro-cryl primer, DTM paint, and Sika H185 seal block.

Includes punch list after walk through for normal touch ups, any added patches or entire walls that need to be reprimed and/or repainted and things that need to be re-caulked after being fixed are not included and will be an extra charge.

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By signing this document, the customer agrees to the services and conditions outlined in this document.

Ascent Academy

LAND Trust Amendment – West Valley Campus 2025-2026 Plan

Originally, the approved Plan paid the salary for an employee to support interventions (Reading, Math, ELL, etc.) and teacher development (Instructional Coaching) (\$59,000). We were able to fund that position through a different funding source and so we need to reallocate the \$59,000. We plan to move the \$59,000 from the salaries category to the technology category. We plan to buy 140 student Chromebooks (5 classroom carts) to replace technology that is aging-out.

Ascent Academies of Utah
RFP for Janitorial Services Provider – Lehi Campus
Evaluation Committee Statement

Background

On January 15, 2026, Ascent Academies of Utah issued an RFP for Janitorial Services Provider for the Lehi campus. The School posted the RFP on its website for two weeks. The deadline to submit proposals on the RFP was January 30, 2026.

Evaluation and Scoring

Three companies submitted proposals. The Evaluation Committee (Wade Glathar, Tricia Remington, and Kirk Blake) evaluated and scored each proposal. The non-cost criteria consisted of an offeror's experience, qualifications, and track record; quality of offeror's services based on references; and expertise and ability to satisfy scope of work. The Evaluation Committee evaluated and scored the non-cost criteria of each proposal first and the cost criteria of each proposal second. Below is a summary of the scores given to each proposal:

- **Caliber: 95.5/100**
 - Points for Non-Cost Criteria: 65.5/70
 - Points for Cost Criteria: 30/30

- **Prokleen: 85.5/100**
 - Points for Non-Cost Criteria: 58.5/70
 - Points for Cost Criteria: 27/30

- **McCall: 73/100**
 - Points for Non-Cost Criteria: 60/70
 - Points for Cost Criteria: 13/30

Best Value to the School

The Evaluation Committee believes that the School's best interests would be served by awarding Caliber Cleaning Services the janitorial contract for the Lehi campus. Caliber Cleaning Services scored the highest and was the lowest priced. Caliber Cleaning Services' proposal demonstrated that the company is experienced in cleaning schools, that it does high-quality work for its clients, and that it has the expertise and ability to clean the School's building in accordance with the School's specifications set forth in the RFP and for a reasonable cost.

Award Recommendation

For the reasons explained above, the Evaluation Committee believes that Caliber Cleaning Services' proposal provides the best value to the School for janitorial services at the Lehi campus. The Evaluation Committee therefore recommends that the Board of Directors award the janitorial contract for the Lehi campus to Caliber Cleaning Services.

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 _____, located at _____ (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 _____. 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: _____ TITLE: _____ DATE: _____
Address for Notices (Par. 14.6 of the Terms & Conditions (Exhibit “A”))	
Helpside: Street Address: 395 W 600 N City, State, Zip: Lindon, UT 84042 Attn: John Bartholomew Email: jbart@helpside.com	Client: Street Address: City, State, Zip: Attn: Email:

EXHIBIT "A" - TERMS AND CONDITIONS

The following terms and conditions apply to this Agreement.

1. **Term.**

The term of this Agreement will commence on the Effective Date and continue for one (1) year ("Initial Term"). Upon completion of the Initial Term, this Agreement will renew and continue for successive one (1) year terms ("Successive Term"), unless and until a written notice of non-renewal is issued by a Party no later than thirty (30) days prior to the completion of the Initial or Successive Term. Initial and Successive Terms will be referenced herein collectively as the "Term." During the Term, this Agreement may also be terminated in accordance with Section 11 of this Agreement.

2. **Scope of Agreement.**

- 2.1. Helpside's services shall not apply to Client employees living and/or working outside of the United States, and such employees shall not be Covered Employees.
- 2.2. Helpside has no responsibility for Client employees who are not Covered Employees, or any other worker, laborer contractor, or subcontractor providing services to Client. In the event Helpside has more than one workers' compensation insurance policy, the coverage provided by such policy or policies is strictly limited to the employees specified in the insurance policy documents. Client will secure and maintain workers' compensation insurance for all Client's workers, if any, who are not Covered Employees under this Agreement.
- 2.3. Insurance. Client acknowledges that Helpside is not an insurance carrier and that as such Helpside may not be subject to certain laws and regulations governing insurance or the sale of insurance.

3. **Reservations of Rights.**

This Agreement may reserve certain rights to Helpside for the purpose of Helpside delivering PEO services in compliance with applicable PEO licensing, registration, certification, and other laws authorizing the delivery of PEO services. The reservation of rights in this Agreement is not an admission that Helpside either has exercised, or will exercise, such rights. It is the intent of the parties that no inference of liability arises from the reservation of rights, other than the liabilities arising from the express terms of this Agreement. Furthermore, notwithstanding any reservation of rights sets forth in this Agreement, Client remains solely responsible for the day-to-day supervision of Covered Employees and for the selection of qualified workers for employment.

4. **Obligations of Helpside.** Helpside's obligations are as follows with respect to the Covered Employees:

- 4.1. Payroll Administration. If applicable, Client will allocate employee hours worked to any federal or other contracts requiring specific payroll treatment and will provide Helpside the relevant and required Wage Determination and Fringe Benefits information.
- 4.2. Payroll Taxes and Unemployment Insurance. In those states or other jurisdictions in which Helpside may or must use Client's employer account for purposes of reporting and remitting unemployment insurance contributions or any other payroll taxes, Client authorizes Helpside to do so and agrees to cooperate with Helpside in the use of Client's account. Client will provide all required and requested forms, signatures, powers of attorney, reports, documents, credentials, and historical data.
- 4.3. Employee Benefits. Client will cooperate with Helpside in all matters necessary for Helpside to properly administer the Helpside Benefit Plans, including, without limitation, executing all necessary agreements or other documents. Helpside's obligations with respect to employee benefits will not extend beyond the scope of the Helpside Benefit Plans.
- 4.4. Workers' Compensation Insurance. Client will cooperate with Helpside to provide any required notices to state agencies and/or Covered Employees in connection with the provision of workers' compensation insurance to Covered Employees.
- 4.5. Human Resource Consulting. To the extent requested by Client, Helpside may provide Human Resource consulting services to designated management employees of Client either directly or through the use of third-party consultants or vendors, including providing consulting services with respect to an Employee Handbook and other personnel policies and procedures (additional fees may apply). Client shall be solely responsible to handle, investigate, and resolve any issue raised by a Covered Employee pertaining to harassment, discrimination, retaliation, leave entitlements, or other employment-related issue. To the extent requested by Client, Helpside may provide best practices information and assistance to Client; however, Client retains sole responsibility for complying with applicable Employment Laws (defined below). Client expressly understands and agrees that in providing Human Resource consulting services, Helpside is not providing legal advice, and Helpside is not providing such services as a joint employer. Regardless of whether Client uses Helpside's Human Resource consulting services, Client is ultimately responsible for all personnel decisions, and Client is responsible to consult with legal counsel as needed regarding Human Resource or employment-related issues.
- 4.6. Use of Affiliates and Other Sources of Revenue. Client understands, acknowledges and agrees that (i) some of the products

and/or services provided pursuant to this Agreement may be provided by third parties that are affiliated with or otherwise related in some way to Helpside ("Affiliates") and therefore some of the fees or charges paid by Client may include amounts payable to Affiliates; and (ii) to the extent consistent with applicable law, Helpside and/or Affiliates may receive commissions, referral fees or other sources of revenue with respect to the products and/or services provided pursuant to this Agreement.

5. **Obligations of Client.** Client's obligations under this Agreement include the following:

- 5.1. **Implementation.** Client and Helpside will agree upon an implementation schedule shortly after the execution of this Agreement. Client is responsible for providing documents, making decisions, and securing the cooperation of its employees, as needed to complete implementation according to the agreed-upon schedule. Helpside will invoice Client for the implementation fee immediately upon execution of this Agreement. If, in the sole discretion of Helpside, Client has caused significant delay to the implementation schedule, Helpside reserves the right to begin charging an administrative fee as set forth in the Rate Sheet.
- 5.2. **Covered Employee Onboarding.** Client is solely responsible for onboarding new Covered Employees by using Helpside's electronic onboarding workflow, or by submitting completed, accurate, new hire paperwork, including without limitation any benefits enrollment forms or packages, for each new employee before a newly hired employee first performs any work for Client. As indicated below in paragraph 5.5, Client is also solely responsible for completing the I-9 verification process for each newly hired employee, and Client understands and agrees that Helpside is unable to process payroll for any newly hired employee for whom Client has not completed all required I-9 processes and procedures.
- 5.3. **Covered Employee Termination and Wage Changes.** Client is solely responsible for any late payment penalties resulting from Client providing Helpside with inadequate advance notice of termination or wage change. Client authorizes Helpside to add such penalties to the final payment and invoice Client for same and/or to make deductions from Client's accounts as set forth in this Agreement.
- 5.4. **Change in Circumstances.** Client shall notify Helpside of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Client, and of any changes in such locations, including Covered Employees who transition to a remote work arrangement, or who are hired to work remotely. Client must provide prior written notice to Helpside of any new lines of business, new locations, and new class codes, and Helpside reserves the right to approve or deny any such new business or class codes. Failure to provide such notice is a material breach of this Agreement.
- 5.5. **Immigration.** Client is solely responsible for all I-9 and E-Verify processes and procedures. Client will ensure that an I-9 is timely and properly completed for all new hires; retain I-9 documents for the period required by law; and update I-9s when required by law. To the extent requested by Client, Helpside may provide information to Client regarding the proper procedures for completion of the I-9 or E-Verify procedures; however, Client retains sole responsibility for complying with all Form I-9 and E-Verify legal requirements. Any obligation placed upon an employer by applicable law or by Client's decision to verify the eligibility of an individual for employment through the E-Verify program or any successor program or to in any manner utilize the E-Verify system, to the extent allowed by law, is retained solely and exclusively by Client. Any fines or other penalties resulting from Client failing to follow proper I-9 or E-Verify procedures and processes will be solely Client's responsibility. Client will not engage in any discriminatory or other unlawful acts with respect to the I-9, E-Verify process, or immigration status.
- 5.6. **Payroll.** Client shall be solely responsible for the verification of payroll information, including but not limited to verifying that child labor laws have been complied with, and for providing applicable meal periods, rest breaks, and other breaks, as required under applicable law, and for ensuring that wages, minimum wage, overtime, prevailing wage rate, piece rate, commissions, and bonuses have been correctly calculated. In the event of a public utility or data processing/storage service outage that prevents Helpside from performing its payroll processing services using complete and accurate data, Helpside reserves the right to elect to pay estimated wages until such time as complete and accurate data is available to allow reconciliation and Client funding of outstanding wages. Although Helpside may, at Client's request, consult with Client regarding minimum and overtime wages and exempt status requirements, Client is solely responsible for determining and maintaining the exempt status of Covered Employees and Client agrees that Client alone possesses sufficient information to make such decisions. Client is solely responsible for any prevailing or municipal minimum wage compliance requirements. Client shall be solely responsible for all non-compliance penalties and liabilities resulting from Client's failure to timely forward legal process or other necessary payroll data to Helpside or to sign required authorization documents.
- 5.7. **Business Operations.** Client will oversee all aspects of the operation of Client's business, including, but not limited to the production and delivery of services and products, product design, accounting, cash control, and loss/breakage/theft prevention. Helpside is not responsible for the acts, errors, or omissions of Client or and Covered Employee, or any crimes, torts, misconduct, or wrongdoing of Covered Employees because they are not under Helpside's direction, supervision, and control. Client is solely responsible for recruiting and selecting competent workers for Client to conduct its business safely and lawfully. To the extent required by applicable law, Client is solely responsible for providing tools and equipment necessary for Covered Employees to perform their job duties and reimbursing Covered Employees for all recoverable expenses incurred in the course of their employment. Client shall supervise, direct, and control Covered Employees to the extent necessary for Client to conduct its business safely and lawfully. Client is solely responsible for compliance with wage and hour laws governing scheduling, such as holidays, reporting time, on call time, stand by time, make up time, shift

spacing, meal periods, breaks, rest periods, days of rest, fluctuating workweeks, flexible scheduling arrangements, scheduling notifications, and all other matters related to hours scheduled and worked. Client acknowledges that such matters are not within Helpside's control and Client agrees to timely pay any penalties, premiums, or other amounts owed related to these issues. Covered Employees in supervisory positions shall have no responsibility for employees other than the Covered Employees.

- 5.8. Business and Occupational Legal Compliance. Client will comply with all laws governing Client's business, including but not limited to laws pertaining to required filings, licensing, taxes, fidelity bonding, insurance, facilities/building codes and regulations, and environmental compliance. If any Covered Employee is required to be licensed, registered, or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the employee's services, then any such person(s) will be deemed an employee of Client for such licensure purposes. Client will be solely responsible for verifying licensure and/or providing the required supervision.
- 5.9. Client Employee Benefit Plans. If Client has requested that Helpside offer Helpside Benefit Plans to Covered Employees, and Helpside has agreed to do so, Client will not provide employee benefits to Covered Employees or their dependents ("Client Plans") in addition to or in lieu of the benefits available under the Helpside Benefit Plans without the express written consent of Helpside. To the extent employee benefits are provided to Covered Employees or their dependents under a Client Plan, Client will: (i) ensure that the Client Plan is administered in compliance with applicable law and the terms and provisions of the applicable plan documents; and (ii) retain sole responsibility and liability for the Client Plan. Client understands, acknowledges and agrees that: (a) Helpside is not a plan sponsor, plan administrator or fiduciary with respect to any Client Plan; (b) Helpside shall have no other role, responsibility or liability with respect to any Client Plan, including, without limitation, that of a third-party administrator; and (c) to the extent that Helpside provides any administrative or other services with respect to a Client Plan, (1) all such services are taken on behalf of Client and at Client's specific direction, (2) Helpside shall have no discretion with respect to such services, (3) Helpside shall not take on any fiduciary or other obligations as result of such services under the Employee Retirement Income Security Act of 1974, as amended (ERISA), or any other law and (4) Client shall remain solely responsible and liable for such services and any underlying Client obligations.
- 5.10. Cooperation with Helpside. Client will respond in a timely and accurate fashion to requests from Helpside for records and data necessary for Helpside to perform its services. Upon receipt Client will immediately (and no later than one (1) business day after receipt) send Helpside copies of demands, notices, claims, summons and other legal papers related to the Covered Employees. Client will cooperate with Helpside in the investigation, remediation, settlement, and defense of legal claims related to the Covered Employees.
- 5.11. Legal Compliance. Client will comply with federal, state, and local laws governing its business, including labor and employment laws. Although Helpside may consult with Client regarding labor and employment related compliance matters, Client is responsible for conducting its business and decision-making in a way that complies with all federal, state, and local labor, employment, wage theft and other wage payment laws, and employee benefit laws, including, without limitation, the Civil Rights Acts of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act; the Americans with Disabilities Act (ADA); the Family and Medical Leave Act (FMLA); the Fair Labor Standards Act (FLSA) the Worker Adjustment and Retraining Notification Act (WARN); the National Labor Relations Act (NLRA); the Equal Pay Act; the Pregnancy Workers Fairness Act; the Fair Labor Standards Act, including amendments thereto under the Providing Urgent Maternal Protections for Nursing Mothers Act; the Vietnam Era Veteran's Readjustment Assistance Act; Executive Order 11246; the Rehabilitation Act of 1973; the Fair Credit Reporting Act (FCRA); the Employee Polygraph Protection Act; the Immigration Reform and Control Act (IRCA); the Older Workers Benefits Protection Act (OWBPA); the Occupational Safety and Health Act (OSHA); the Uniformed Services Employment and Reemployment Rights Act (USERRA); the Genetic Information Non-Discrimination Act (GINA); the Coronavirus Aid, Relief and Economic Security Act (CARES Act), the Taxpayer Certainty and Disaster Tax Relief Act of 2020, the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021, and related regulations and guidance, and all other local, state and federal laws governing the employment relationship, including but not limited to, such laws governing discrimination in the workplace (collectively, "Employment Laws").
- 5.12. Employment Contracts. Helpside is not bound by any employment contract between Client and a Covered Employee. However, Helpside will comport with Client's instructions in the course of providing services with respect to a Covered Employee covered by an employment contract with Client, so long as such instructions are lawful, fully disclosed to Helpside, and consistent with all other terms of this Agreement. Client is solely responsible for compliance with and the legal interpretation of any employment contract.
- 5.13. Background Checks and Other Responsibilities. Helpside does not assume any responsibility for, and makes no assurances, warranties, or guarantees as to, the ability or competence of any Covered Employee. This Agreement in no way alters any responsibilities of Client to perform any and all work history, reference checks and background checks on Covered Employees (including driving and accident record history and the maintenance of a valid license to drive Client's vehicles). Additionally, Client assumes full and complete responsibility for the consequences of performing or failing to perform, initially and on an on-going basis such checks. Helpside shall have no responsibility regarding these matters.
- 5.14. Collective Bargaining Agreement. If Client has entered into a Collective Bargaining Agreement (CBA) pertaining to any Covered Employees, Client agrees that it will remain the sole employer of such Covered Employees for purposes of the

National Labor Relations Act (NLRA), and that it will remain solely responsible and liable for all obligations arising under the NLRA and any applicable CBA, including, without limitation, the duty to bargain. Additionally, Client expressly warrants that this Agreement will not modify any of the terms of any applicable CBA. Helpside shall not be considered a party to any such CBA. Client represents and warrants that Client has not entered into a CBA pertaining to any Covered Employee during the Term unless such CBA is attached hereto as an exhibit.

- 5.15. Leave and Disability Accommodation. To the extent applicable to Client and to the extent required by law, Client will accept obligations and costs associated with compliance with the FMLA, ADA, and similar state and local laws, including but not limited to the cost of providing reasonable accommodation of disabilities, recordkeeping requirements related to leave and disability accommodation, reinstating employees returning from leave or finding replacement employment for them if required by law, and the cost of continuing benefits during leave if required by law. Client agrees that should the FMLA be applicable to Client, to the extent allowed by law, Client has sole responsibility for compliance and that it is the intent of the Parties that this Agreement shall have no impact on Client's obligations as an employer responsible for FMLA compliance.
- 5.16. Downsizing Notices. Client will provide all notices required by the WARN Act and similar state and local laws.
- 5.17. Government Contracts. Client will be solely responsible for compliance with requirements pertaining to government contracts pursuant to federal, state, county and local laws, regulations, and ordinances, including but not limited to compliance with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Walsh-Healey Public Contracts Act, the Davis Bacon Act, and the Service Contract Act of 1965, if applicable.
- 5.18. Other Taxes and Fees. Other than required payroll withholding taxes covered by this Agreement, Client is responsible for paying and reporting all applicable taxes and governmental fees (including environmental fees required by the California Health and Safety Code for Covered Employees working in California). Additionally, any tax imposed by any local or state taxing authority based upon Client's relationship with Helpside, such as a sales or use tax, or gross receipts tax, shall be the sole responsibility of Client.
- 5.19. Incentive Compensation and Fringe Benefits. Client is solely responsible for funding and accurately determining eligibility for incentive compensation and fringe benefits, including, without limitation, vacation, paid sick leave (including legally mandated paid sick leave), other paid time off, profit sharing, deferred compensation, bonuses, severance payments, stock- or other equity-based compensation, commissions, and other incentive compensation payments, including determining whether individuals qualify to receive W-2 wages and benefits. Although said payments should be made through Helpside's payroll to ensure proper reporting and remittance of taxes, Helpside has no responsibility for the administration or funding of fringe benefits payments. Notwithstanding the forgoing, Helpside will process payroll with respect to fringe benefits at Client's request, provided Helpside has received any requested documentation in a form and substance reasonably satisfactory to Helpside, and when appropriate and permitted by law, and Helpside will assist Client with tracking accruals and payments of fringe benefits when practicable, so long as such activities are consistent with all other terms of this Agreement. Given Client's unique knowledge of its incentive compensation programs, Client remains solely responsible for determining when overtime compensation is owed on such payments and shall inform Helpside of same.
- 5.20. Work Site Safety. Client is the sole Employer with respect to safety-related compliance. Client retains exclusive control over the safety of the workplace(s) where Covered Employees work, and thus retains sole responsibility for compliance with applicable federal, state, and local health and safety laws, regulations, ordinances, directives, and rules relating to the workplace (Workplace Safety Laws). Client is solely responsible to identify and eliminate all known workplace threats to Covered Employees' health or safety. Client acknowledges and agrees that Client has not retained Helpside to manage or control Client's business or operations, and Helpside has no duty or authority to inspect, install, modify, repair, or maintain any equipment, tools, vehicles, or machinery that Covered Employees may use. However, Helpside reserves the right to inspect Client's workplace for the sole purpose of verifying compliance with the terms of this Agreement. Any inspections that Helpside or its workers' compensation insurance carrier may conduct are not for the purpose of identifying the unique threats to the health and safety of Covered Employees that may exist in Client's workplace(s), thus such inspections would not fulfill a requirement for a full safety audit or inspection under applicable laws or regulations. Thus, Client shall, at its sole cost and expense, take all necessary steps to comply with Workplace Safety Laws, including, without limitation, the following:
 - 5.20.1. Client shall take reasonable steps to evaluate worksite conditions pertaining to the health and safety of Covered Employees, by doing periodic inspections; Client shall identify all known hazards to Covered Employees' health and safety, inform Covered Employees of such health and safety hazards, and take all reasonable measures to eliminate such health and safety hazards; Client shall provide Covered Employees with appropriate and required personal protective equipment; Client shall provide legally required training to Covered Employees regarding the safe performance of job duties, the proper use of personal protective equipment, and the maintenance of a safe work environment; Client shall establish, implement, and maintain a written, effective Workplace Safety Program, including an Injury and Illness Prevention Program, if required ("IIPP") that protects Covered Employees, Client shall implement specific safety programs as required by OSHA or any applicable state or local requirements, depending on the work environment and the type of work being performed by Covered Employees;

- 5.20.2. Client shall ensure that each Covered Employee has, and is informed of, the following protections: (i) Covered Employees have the right to complain or report work conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; (ii) Covered Employees have the right to refuse to work in conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; and (iii) Covered Employees will not be subjected to any sort of retaliation or discrimination for reporting unsafe, unhealthful, or hazardous conditions or for refusing to work in unsafe, unhealthful, or hazardous conditions; and
- 5.20.3. In the event Helpside provides advice or information to Client regarding safety in the workplace, Helpside does so as a consultant only and not as the employer in control of the workplace. Client at all times retains sole responsibility for providing appropriate training regarding job duties, workplace safety, and other related topics.
- 5.21. **Accident and Injury Reporting Procedure.** Client shall immediately, (and under all circumstances within one (1) business day) report accidents and injuries involving Covered Employees including "first-aid" events. Client shall deliver a complete written report of an accident or injury to Helpside no later than three (3) business days after the occurrence of such accident or injury. Failure to provide the complete report of accident or injury within three (3) business days may result in a late reported claim fee. Client is solely responsible to report accidents and injuries involving Covered Employees to OSHA and/or any similar state agency as required by applicable law. Client's failure to timely report an accident or injury involving Covered Employees may result in one or more substantial fines, or other costs, pursuant to applicable law or to insurance company protocols and/or operating procedures. Any fines or any other costs incurred as a consequence of Client's failure to comply with the provisions of Sections 5.20 and 5.21 shall be the sole responsibility of Client. Client agrees that if Helpside receives a citation as a consequence of Client's failure to comply with Sections 5.20 and 5.21, Client's indemnification obligations, set forth in Paragraph 9 shall apply; Client will cooperate in accident/injury investigations by the applicable workers' compensation carrier or its representative. If modified or light duty is required for a Covered Employee by applicable law or requested by Helpside or its workers' compensation carrier for the purpose of reducing the cost of claims that may be incurred, Client may either provide modified or light duty, or pay a Supplemental Claims Management Fee which may be established and charged by Helpside.
- 5.22. **Contractors.** Client shall ensure that contractors, subcontractors, and others providing services to Client have the appropriate and required workers' compensation insurance coverage. Client shall also maintain appropriate and required workers' compensation insurance coverage for Client workers who are not covered by this Agreement, if any. Client is solely responsible for any costs, expenses, employer responsibilities, and liabilities associated with Client independent contractors, including subcontractors of such independent contractors, who are reclassified as Client employees (including, without limitation, paying additional workers' compensation premiums from the date such Covered Employee would be eligible to be covered under any workers' compensation insurance policy made available by Helpside). In the event Helpside is subjected to threatened or actual litigation as a result of such reclassification, whether the reclassification is voluntary or involuntary, Client shall defend and indemnify Helpside pursuant to Section 9.
- 5.23. **Record Keeping.** Client will maintain accurate records of hours worked to the extent required by law and will make such records available to Helpside upon request. Client is solely responsible for creating and maintaining accurate records of hours worked and attendance, including any state or federal requirement to file a report or information providing pay data information, and Client is solely responsible for the proper use of any time and attendance system, regardless of whether the system is provided by Helpside (if any) or another source. Client will ensure that all hours worked by Covered Employees are accurately captured and reported by the time and attendance system. Client will not use any method, including rounding or off-the-clock work, to pay Covered Employees less than the amount due to them pursuant to applicable law. To the extent state or local law requires employers to provide wage statements containing information different than or in addition to the information contained in Helpside's wage statements, Client shall issue supplemental wage statements to Covered Employees in compliance with applicable law. Client will maintain other records as directed by Helpside and in compliance with Helpside's policies and procedures. Client is solely responsible for complying with all federal, state, and local laws that require posting of information at Client's workplace(s) or providing notices to employees.
- 5.24. **Healthcare Reform / ACA Compliance.** Client understands, acknowledges, and agrees that Client is solely responsible and liable for all obligations with respect to Healthcare Reform's Employer "Play or Pay" Mandate under Section 4980H of the Internal Revenue Code of 1986, as amended (IRC), and other applicable laws, including, without limitation, any tax reporting obligations under IRC Sections 6055 and 6056. To the extent that Helpside agrees to assist Client with satisfying these obligations, Client understands, acknowledges and agrees that: (i) Helpside is not providing legal or tax advice to Client and Client will seek appropriate legal and tax advice from its own legal and tax advisors; (ii) Helpside will rely on the accuracy of all information and documents provided by Client with respect to such assistance; and (iii) Client will remain solely responsible and liable for such obligations.
6. **Insurance.** During the Term of this Agreement, Client will at a minimum maintain the following insurance coverage: (i) comprehensive general liability insurance; (ii) cyber-liability insurance; (iii) automobile liability insurance, including non-owned and hired autos (to the extent any Covered Employees will be assigned to positions requiring them to drive for Client); and (iv) professional liability insurance, if appropriate, including, without limitation, malpractice or errors and omissions coverage and in compliance with any regulation mandating such coverage. Each of such policies will have as a minimum a limit of liability not less than \$1,000,000 per occurrence. Upon request, Helpside will be listed as an insured, or additional insured on the policy or on an alternate employer endorsement, or other similar endorsement. Upon request, Client will furnish Helpside with Certificates of Insurance as evidence of coverage.

7. **Fees.**

- 7.1. **Rates.** Client will pay Helpside's Service Fee and related additional administrative fees according to the rates set forth in the Rate Sheet (Exhibit "B").
- 7.2. **Fee Calculations.** For purposes of fee calculations, any references to wages refer to gross wages, including but not limited to salary, hourly wages, sick pay, vacation, or paid time off, wages in lieu of notice, overtime wages, piece rate wages, bonuses, other incentive wages, severance, and commissions. Administrative fees are calculated as set forth in the Rate Sheet (Exhibit "B"). In addition to Administrative Fees and all other applicable fees and charges, Client shall pay to Helpside all gross wages; federal, state, and local taxes and related charges (including but not limited to FICA, FUTA, and SUTA); health insurance charges (including but not limited to premiums, administration costs, and Helpside administrative charges); workers' compensation insurance charges (including but not limited to premiums, assessments, and Helpside administrative charges), and other insurance costs and charges attributable to Covered Employees, as invoiced by Helpside. Benefits and insurance charges include all applicable insurance premiums, fees, costs, and Helpside's administrative charges related to same.
- 7.3. **Fee Adjustments.** The Service Fee is subject to an annual 4% increase, effective on each anniversary of the Effective Date. Additionally, Helpside may adjust the administrative fee rates at any time with thirty (30) days' advance notice, or without advance notice in the event of immediate changes in payroll tax or insurance rates, changes in insurance requirements or costs, or changes in workers' compensation insurance codes.
- 7.4. **Invoiced Amounts May Not Equal Costs.** Client understands, acknowledges and agrees that any fees, charges or other amounts invoiced and/or paid pursuant to this Agreement ("Invoiced Amounts") may not equal the actual costs of Helpside, regardless of how such Invoiced Amounts are presented on any invoice, proposal or otherwise, including, without limitation, Invoiced Amounts identified as taxes, contributions, premiums or deductibles. To the extent that any such Invoiced Amounts exceed the actual costs of Helpside, Client understands, acknowledges, and agrees that such excess is part of the reasonable compensation payable to Helpside for the services provided pursuant to this Agreement.
- 7.5. **Minimum Benefits Fees.** In connection with group health plan coverage provided by Helpside to eligible Covered Employees, Client understands, acknowledges and agrees that Client is required to pay minimum benefits fees that are sufficient to cover the cost of the least expensive monthly employee-only coverage for all eligible Covered Employees.
- 7.6. **Client Approval of Insurance Commissions.** In the event Client elects to have its employees participate in any health and welfare plans sponsored by Helpside ('Plans'), Client understands that Helpside is providing valuable plan administration to the Plans, and Helpside's affiliated insurance brokerage, Greystone Insurance Services LLC, Utah License No. 1012046 ('Affiliated Insurance Brokerage'), is providing valuable insurance agency/brokerage services to the Plans, and that Affiliated Insurance Brokerage will be receiving certain commission revenue from the related insurance carrier(s) in exchange for providing these valuable services to the Plans ('Plan-Related Commissions'). Client acknowledges and agrees that it has exercised, and will exercise, independent judgment in reviewing and approving, on a prospective and annual basis, such services and Plan-Related Commissions. Prior to the start of each coverage period, Helpside shall disclose in writing the Plan-Related Commissions that Affiliated Insurance Brokerage expects to receive in connection with the services provided to the Plan. To the extent Client does not approve of Helpside's and Affiliated Insurance Brokerage's provision of services and Affiliated Insurance Brokerage's receipt of such Plan-Related Commissions, Client may elect to not participate in the applicable Plan(s) for the related coverage period. Client understands and specifically concurs that Helpside and Affiliated Insurance Brokerage are providing valuable services to the Plans with respect to day-to-day and ongoing administration of the Plans and insurance agency/brokerage services and that the Plan-Related Commissions may or may not exceed the actual costs in delivering the services to the Plans.
- 7.7. **Retroactive Fees or Charges.** To the extent that any tax, premium or other cost of Helpside is unilaterally increased by a governmental body or other third party beyond the control of Helpside, whether prospectively or retroactively, Client understands, acknowledges and agrees that Helpside will invoice Client for such increases and that any fees or charges associated with such increases will be due and payable in the same manner as any other fees or charges invoiced pursuant to this Agreement, even if such fees or charges are invoiced after the termination of this Agreement.
- 7.8. **Payment Procedures.** No later than 9:00 AM Mountain Time two (2) business days before the Client's payroll pay date, Client will provide to Helpside, in the method authorized by Helpside, the payroll data upon which each Covered Employee's compensation is calculated, in the format proscribed by Helpside. As soon as practicable following receipt of the payroll data, Helpside will make available to Client an invoice for payment. After Client review of the invoice, Client will notify Helpside of any errors or modifications proposed by Client and thereafter waives any right to dispute the content of the invoice. Client shall ensure that sufficient funds will be available to pay the amount of the invoice no later than one business day prior to the applicable payroll issuance date and that such funds will not be otherwise withdrawn prior to the payroll pay date. Client agrees to payment through automated clearing house transaction ("ACH"), and Client shall cooperate with Helpside in setting up ACH payments. Client hereby authorizes Helpside to deduct or debit from Client's bank account any monies due and owing, outstanding, or including outstanding fees, retroactive changes in payroll tax amounts, unpaid insurance premiums, delinquent payroll and other related taxes including assessed fines, penalties and interest, charge backs due to Client's bank account having insufficient funds (NSF charges), and any other amounts that may accrue or may become outstanding relating to services provided by Helpside. In addition, any fees or other charges not paid on or

before the due date will be subject to finance charges equal to One and One-Half percent (1.5%), or such maximum lesser amount set by applicable law, if applicable law sets a lower rate, of the outstanding balance per month. This paragraph will survive termination of this Agreement.

- 7.9. Pre-payment. Helpside in its discretion may require Client to pre-pay the estimated invoicing for any upcoming pay period prior to commencement of that pay period. This requirement may be imposed indefinitely or, in Helpside's discretion, may be imposed temporarily.
- 7.10. Bankruptcy. Client will immediately notify Helpside of the initiation of any bankruptcy or receivership or insolvency proceedings of whatever form (whether voluntary or involuntary). Client agrees that any wages or taxes or contributions paid or advanced by Helpside prior to such bankruptcy that remain unpaid by Client shall be treated as outstanding wage obligations for the purposes of determining priority in the associated legal proceedings with the intended effect that Helpside shall have the same rights as Covered Employees with respect to such wages and associated taxes and shall be entitled to relief as necessary to apply such status.

8. Confidential Information.

In the course of performing its obligations set forth herein, a party ("Disclosing Party") may disclose, furnish, or provide to the other party ("Recipient") non-public confidential information, including, but not limited to, personnel information and payroll data (collectively, "Confidential Information"). The Recipient shall keep confidential and shall not directly or indirectly disclose, disseminate, or use Confidential Information except as necessary to perform its obligations hereunder or as required by law, and shall take reasonable efforts to protect Confidential Information. Confidential Information does not include information which: (1) was in the possession or control of the Recipient prior to the time of disclosure hereunder; (2) at the time of disclosure or thereafter becomes public knowledge through no action of the Recipient; or (3) is lawfully obtained by the Recipient from a third party under no enforceable obligation of confidentiality to the Disclosing Party. The Recipient represents that it has implemented and maintains information security policies and procedures that are reasonably designed to protect against unauthorized access to, or use of, Confidential Information. For purposes of this section, "breach" means any unlawful access to, disclosure or use of data that compromises the security, integrity, or confidentiality of Confidential Information. The Recipient will use reasonable information security measures to safeguard Confidential Information against breaches and in compliance with applicable law. If the Recipient discovers reasonable grounds to conclude Confidential Information of the Disclosing Party was breached, the Recipient will comply with investigation and notice requirements dictated by law. The Recipient will also promptly inform the Disclosing Party in writing to the extent required by law. In the event of a breach as defined by applicable law, or any other event regarding Confidential Information that requires notification under applicable law, the Recipient agrees to provide reasonable assistance to the Disclosing Party. Upon receiving written notice about such breach from the Recipient, the Disclosing Party will permit the Recipient to take reasonable steps to stop or remediate unlawful use of Confidential Information and ensure that Recipient's use of Confidential Information is consistent with this Agreement. These obligations shall survive the termination of the Agreement. The Recipient will not be in breach of this Agreement by disseminating Confidential Information as required by legal process or to comply with a disclosure obligation required by law. To the extent permitted by law, Recipient will notify the Disclosing party as far in advance as reasonably possible before the Recipient delivers such Confidential Information to any third party. If Client and Helpside have entered into a separate Confidentiality and/or Non-Disclosure Agreement, the terms of that document will control.

9. Indemnification. The following indemnification provisions will survive termination of this Agreement.

9.1. Client's Indemnification Obligations. Client will indemnify, defend, and hold Helpside its agents, shareholders, non-Covered employees, officers, directors, assigns, insurers and representatives ("Helpside Indemnified Parties") harmless from and against any and all claims, losses, and liabilities of whatever nature (including liability to third parties, reasonable attorneys' fees and other costs at all levels of proceedings), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof arising from: (1) Client's material breach of this Agreement or violation of any representation or warranty associated with this Agreement; (2) Client's violation of any of the Employment Laws or any other local, state or federal law, regulation, ordinance, directive or rule; (3) Client's business or the products or services provided by Client or Helpside's products or services not used by Client as intended or instructed by Helpside; and (4) the unlawful, negligent, or willful actions or inactions of any Covered Employee, agent, or any other person employed by, associated with, or working for Client. Without limiting the foregoing, Client's obligations set forth above include and apply to: (a) claims for unpaid overtime, minimum wage, or other wages, or for wage statements that do not comply with applicable wage payment laws; (b) claims for failure to provide adequate meal and rest breaks; (c) failure to reimburse business related expenses; and (d) unlawful harassment and discrimination.

9.2. Helpside's Indemnification Obligations. Helpside will indemnify, defend, and hold Client, its officers, directors, non-Covered Employees, agents, shareholders, assigns, insurers and representatives ("Client Indemnified Parties") harmless from and against any and all claims, demands, losses, and liabilities of whatever nature (including liability to third parties, reasonable attorneys' fees and other costs at all levels of proceedings), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof arising from Helpside's errors or omissions in the performance of duties expressly required by the terms of this Agreement. Without limiting the foregoing, Helpside's obligations set forth above include and apply to Helpside's failure to remit payroll taxes, workers' compensation premiums and state unemployment insurance. Such obligation is contingent upon Client providing Helpside with timely and accurate information, as well as payment by Client to Helpside of the required fees and charges, and Helpside's financial obligations pursuant to this indemnification provision are limited to the amount of total fees remitted by Client. Notwithstanding anything to the contrary, Neither Helpside, nor any of Helpside's insurance carriers (except for matters covered by any applicable workers'

compensation insurance policy) have a duty to defend Client, or Client Indemnified Parties in any action whatsoever, without exception. Should Helpside's workers' compensation insurance carrier continue to pay indemnity benefits related to a covered injury, Client will cooperate in efforts to recover such overpayments.

- 9.3. Scope. To the maximum extent permitted under applicable law, Helpside and Client expressly waive any right or claim to punitive or exemplary damages against the other. Additionally, the Parties agree that the indemnification provisions of this Agreement shall not be limited to claims, expenses, or liabilities for which one of them is solely liable, but shall also apply to claims, expenses, and liabilities for which Helpside and Client are jointly or concurrently liable. In such event, if either of them advances funds in connection with a claim, expense, or liability in excess of its pro rata share, such Party shall be entitled to recover from the other Party the difference between such Party's share and the actual amount paid.

10. **Client's Representations and Warranties.** Client represents and warrants as follows:

- 10.1. Client's Obligations to Covered Employees. (i) All compensation of the Covered Employees accrued prior to the Effective Date and for which Client or any third party is responsible and obligated has been paid in full; (ii) there are no separate contracts, agreements or other arrangements existing with respect to the Covered Employees as a group or any of them which would bind or obligate Client, except as expressly set forth herein; (iii) Client will provide timely and accurate notification to Helpside of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Client, and of any changes in such locations; and (iv) all pension, profit-sharing, or other employee benefit plans existing at the Effective Date are current and in compliance with applicable law, and execution of this Agreement will not be deemed a breach under the terms of those plans.
- 10.2. Accuracy of Data. As of the Effective Date, and throughout the term of this Agreement, all information provided by the Client in contemplation of this Agreement or pursuant hereto, including but not limited to financial data, employee lists, job descriptions and classifications, compensation, benefits, and time reports is and will be true and correct. Client maintains, and will continue to maintain during the Term, to the extent required by law, systems and controls which ensure Covered Employees: (i) accurately record and receive credit for all hours worked; (ii) receive breaks and rest periods; and (iii) receive credit for applicable premium and overtime hours. No material adverse change has occurred in the financial condition of the Client or any guarantor of Client's obligations under this Agreement since the date upon which any financial data of Client or guarantor were provided to Client.
- 10.3. Collective Bargaining Agreement. Client has not entered into a CBA pertaining to any Covered Employee during the Term unless such CBA is attached as an exhibit to this Agreement.
- 10.4. No Litigation. Except as previously disclosed to Helpside in writing, there is no action, suit, proceeding or investigation pending, or, to the knowledge of Client, threatened against Client, related to the Covered Employees or the Client's employer/employee relationship with the Covered Employees or which may result in a material adverse change in the financial condition of Client or of any guarantor of Client's obligations under this Agreement. Client will advise Helpside promptly upon the inception of any such action, suit, proceeding, investigation, or threat thereof.
- 10.5. Compliance with Applicable Law. Client has not violated any applicable statute or regulation in any respect, which would adversely affect the Covered Employees or Client's employment relationship with the Covered Employees. Client is and will remain in compliance with all applicable statutes, regulations, and executive orders respecting Covered Employees and employment practices, including but not limited to the state and federal employment laws.
- 10.6. Work Site Safety. Client is in compliance with all applicable Workplace Safety Laws, and Client has maintained, and will continue to maintain throughout the term of this Agreement, Client's workplace(s), machinery, equipment, and environmental factors in compliance with applicable Workplace Safety Laws.
- 10.7. All Client's Employees are Covered Employees. All of Client's employees who provide services to Client and whose wages are reported on an IRS Form W-2 are Covered Employees. Client will notify Helpside within ten (10) days of any changes that result in a failure to meet this requirement.
- 10.8. Obligations Met. Client represents that it has met any and all prior premium and fee obligations regarding workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organizations and workers' compensation carriers, with which Client has previously had a contractual relationship.

11. **Termination.**

- 11.1. Noticed Termination: Either Party may terminate this Agreement following thirty (30) days' advance notice. Prior to termination of this Agreement, Client shall pay to Helpside all invoiced fees and other monies due and owing. Client shall also reimburse Helpside for any and all payments Helpside has made to any third parties and Covered Employees of behalf of Client prior to the termination of this Agreement. Once notice of termination has been provided, Client will continue to comply with all obligations as set forth in this Agreement.

11.2. Immediate Termination.

11.2.1. By Helpside. Helpside may terminate this Agreement immediately, without prior written notice, in the event of: (1) Client's material breach of this Agreement; (2) Client's failure to pay any invoice when due or any other monetary obligation; (3) Client's failure to comply with any Helpside directive when such directive is for the purpose of compliance with applicable law; (4) Client's failure to comply with a directive by an insurance carrier providing coverage with respect to Covered Employees; (5) Client making a direct payment of taxable wages in violation of this Agreement; (6) Client performing any act that expressly or implicitly disclaims Client's obligations under this Agreement; (7) the threat of, or actual, filing by or against Client for bankruptcy, reorganization or appointment of a receiver, supervisor, assignee, or liquidator over its assets or property; (8) a change in the composition or location of Covered Employees; (9) a money judgment against Client which remains unsatisfied for more than thirty (30) days and has not been appealed and/or (10) Client becoming a credit risk, as determined by Helpside in its sole discretion.

11.2.2. By Client. Client may terminate this Agreement in the event of a material breach by Helpside following (1) a written notice of breach; and (2) a period of no less than thirty (30) days to cure the breach set forth in said notice.

11.3. Replacement Coverage. In the event that this Agreement is terminated, regardless of the reason for the termination, Client will immediately secure: (i) replacement workers' compensation insurance for the benefit of the employees who continue their employment with Client; and (ii) replacement group health insurance for the benefit of both the employees who continue their employment with Client and any former employees (including dependents of such employees) of Client who are maintaining COBRA continuation coverage under a Helpside Plan or who are otherwise entitled to COBRA continuation coverage.

11.4. Effective Date of Termination. To the extent permitted by law, upon termination of this Agreement for any reason, or upon Client's failure either to provide payroll data as required herein or to timely pay as required herein, all Helpside obligations set forth herein (including, without limitation, the payment of wages and the provision of benefits) will revert to Client retroactive to the last date on which Helpside was paid in full for Helpside's services.

11.5. Transition Cooperation. In the event of termination, regardless of the reason for termination, Helpside agrees to cooperate with Client with the transitioning of payroll, workers' compensation insurance, group health insurance, and all other Helpside related functions to Client or to Client's chosen vendor. Additional fees may apply to such transition services.

12. Intellectual Property of Helpside.

Client acknowledges and agrees that all computer hardware and software, including, but not limited to, all computer programs, and web designs provided by Helpside (unless such property was created by a third party) (the "Helpside Property"), are Confidential and the sole property of Helpside. Client acknowledges and understands that it has been granted a limited license to use the computer software programs and databases provided by Helpside, and that this license is exclusive to Client and the license will terminate when this Agreement terminates. Client agrees not to copy, distribute, lend, or reproduce any Helpside Property. Client also agrees not to recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from the Helpside Property. Client agrees that it will abide by the terms and conditions of any user license or other agreement relating to the Helpside Property.

13. Dispute Resolution.

Except for claims for non-payment of fees and claims for injunctive relief, in the event of any claim, dispute or controversy ("Claim") arising out of or relating to the interpretation, performance and/or breach of this Agreement, the parties agree that any Claim which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Client and Helpside will be submitted to, and determined exclusively by, binding arbitration. All claims shall be brought in the individual capacity of Client and Helpside. Under no circumstances shall this Agreement be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other parties or permit such claims or controversies to proceed as a class action or other similar basis. With respect to arbitration, the Federal Rules of Civil Procedure and Evidence will apply, and the arbitrator will be a retired state or federal court Judge. To the extent applicable in civil actions, the following will apply and be observed: all rules of pleading (including the right to file a motion to dismiss or strike), all rules of evidence, all rights to resolution of the dispute by means of dispositive motion including but not limited to motions for summary judgment, and judgment on the pleadings. Resolution of the dispute will be based solely upon the law governing the claims and defenses pled, and the arbitrator may not invoke any basis other than such controlling law. Awards exceeding Fifty Thousand Dollars (\$50,000.00) will include the arbitrator's written opinion providing reasoned explanations for the decision. The parties waive all rights to trial by jury. Any legal proceeding to enforce the terms of this Agreement (including but not limited to arbitration) shall occur in the State of Utah.

14. General.

14.1. Applicable Law. This Agreement will be determined to be a contract made within the State of Utah and venue shall be exclusively in the applicable court in the State of Utah. For all purposes, this Agreement will be governed and construed under and in accordance with the laws of the State of Utah, notwithstanding choice of law principles, except that the PEO licensing laws of the state where the Covered Employee(s) work or worked shall apply, where applicable.

- 14.2. Assignability. This Agreement is assignable by either Party with the written consent of the other Party. Such consent to assignment shall not be unreasonably withheld.
- 14.3. Enforcement Costs. In the event of any proceeding to enforce the provisions of this Agreement, the prevailing Party will be entitled to an award of its costs and reasonable attorneys' fees incurred at all levels of proceedings.
- 14.4. Signatures. Any individual signing this Agreement on behalf of Client or Helpside represents, warrants, and guarantees that she or he has full authority to do so. Signatures may be provided electronically, and the parties agree that all future transactions between them may be executed via electronic signature. The parties agree that digitally signed, scanned, or faxed copies of this Agreement, shall be deemed to have the same legal force and effect as the original signed copy. Thus, neither Party will contest an otherwise valid signature on the basis that it was provided electronically.
- 14.5. Counterparts. This Agreement may be executed in one or more counterparts and counterparts signed by Client and Helpside in the aggregate will constitute a single original instrument.
- 14.6. Force Majeure and Other Events. Neither Party shall be liable for any delay in delivery or nonperformance or inadequate performance in whole or in part of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, fire, floods, swarms, earthquakes, hurricanes, riots, strikes, pandemics, war, interruption in services provided by a public utility or a data processing/storage vendor, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing Party shall use reasonable efforts to remedy its inability to perform.
- 14.7. NEITHER CLIENT NOR HELPSIDE WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES) HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.8. Definitions. Terms and phrases that are defined in any part of this Agreement shall have the defined meanings wherever used throughout this Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, paragraph, or subparagraph in which the term is used.
- 14.9. Construction. Helpside has prepared this Agreement and provided it to Client for Client's review. Client has either retained counsel or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of this Agreement, this Agreement will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement will be construed against Helpside on the basis that Helpside drafted it.
- 14.10. False or Omitted Information. Any false statement or omission regarding any information supplied by Client to Helpside in anticipation of Client's contracting with Helpside or at any other time will be deemed a material breach of this Agreement and Helpside, at its option, may terminate this Agreement and seek appropriate relief.
- 14.11. Headings. Captions and organization are for convenience and will not be used in construing meaning.
- 14.12. Reference to "Day" or "Days". Unless there is a specific reference to the contrary, any reference to "day" or "days" in this Agreement shall mean calendar days.
- 14.13. Independent Contractor Relationship. Helpside is an independent contractor of Client and will not be its principal, director, agent, master, servant, or employee.
- 14.14. Integration and Amendment. This document, together with the Schedules, Exhibit(s) and/or Addenda attached hereto, constitutes the full, complete, absolute, and entire Agreement between the parties. This Agreement supersedes any prior statements, understandings, or offers. This Agreement may only be altered or amended by a written amendment signed by the Parties with the exception of any alteration or amendment to this Agreement sent by Helpside to Client in writing, in a manner in which proof of delivery can be established and which shall be deemed to have amended this Agreement and have been accepted by Client if not objected to in writing by Client. Notice of such objection must be received by Helpside within fourteen (14) days of Client's receipt of Helpside's notification of change (proof of Helpside's receipt of objection must be supplied by Client upon request of Helpside).
- 14.15. No Waiver of Rights. The failure of either Party strictly to enforce any provision hereof will not be construed as a waiver thereof or as excusing either Party from future performances in strict accordance with the provisions of this Agreement.
- 14.16. Notices. All notices and demands will be given in writing and transmitted by hand delivery, overnight courier delivery with signature required verifying receipt, or by e-mail. All confirmations by mail shall be made by certified mail, postage prepaid, return receipt requested. Notice will be considered given and effective when received. Unless otherwise advised in writing by the other Party, each Party shall transmit notices and demands to the addresses indicated in the Agreement.

- 14.17. Corporate Status. Client agrees to notify Helpside promptly of any change in the corporate or operating status of Client's business, including subsidiaries and affiliates.
- 14.18. Change of Control. Either Party may terminate this Agreement, effective upon written notice, as set forth in Paragraph 12.1, above, in the event that Client's legal entity is merged with or into a third-party corporation or other entity, or all, or substantially all of Client's assets are sold to a third-party corporation or other entity.
- 14.19. Electronic Signature. By executing this Agreement, Client agrees that Helpside and Client may transact business electronically pursuant to, and is deemed to have opted in, to the "Electronic Signatures in Global and National Commerce Act," P.L. 106-229, and any other similar state or local statute that authorizes electronic signatures in commerce. Client agrees that Helpside may rely on electronic authorization by Client or a Covered Employee to make changes to employee or payroll records or data relating to a Covered Employee. Client hereby releases Helpside and waives any right to bring an action or seek damages from Helpside based in whole or in part on electronic instructions or authorizations by Client or a Covered Employee. The indemnity obligations described in Section 9 shall apply to Helpside's reliance on electronic authorizations or instructions by Client or a Covered Employee.]
- 14.20. Client Intellectual Property. Any and all inventions, discoveries, improvements, copyrightable works, and creations (hereafter referred to as "Intellectual Property"), which Client has previously, solely or jointly, conceived or made or may conceive or make during the Term of this Agreement, whether or not accomplished through the use of Covered Employees, shall be the sole and exclusive property of Client. Client shall have sole and exclusive responsibility, and Helpside shall have no responsibility or liability, for protecting its rights to such Intellectual Property and to all of its other assets.
- 14.21. Scope of Services. Client acknowledges and agrees that Helpside is not engaged in the practice of law or the provision of legal, insurance, financial, tax, or investment advice or services, and that Client alone is completely and independently responsible for its own legal rights and obligations, regardless of any human resource advice or form which may be supplied to Client. Client at all times retains the right to seek appropriate advice from professionals of its own choosing, including, but not limited to attorneys and accountants. Helpside's agreement to perform certain employer functions does not establish an obligation to perform all employer related functions, and Helpside reserves the right to reject claims by Covered Employees with respect to matters that are not the responsibility of Helpside. Helpside will provide only the services expressly described in this Agreement. No other services will be provided or implied. Helpside is not obligated to provide, nor is it responsible for, strategic, operational, or other business-related decisions regarding Client's business. Nor shall Helpside have any obligation to provide equipment for Covered Employees.
- 14.22. Advance Payment, Guarantee or Other Security. In addition to any other rights it may have under the Agreement, Helpside may, in its discretion and at any time, require Client to provide one or more advance payments, guarantees or other forms of security, including, without limitation, a letter of credit. In any case, such security must be in form and substance reasonably satisfactory to PEO.
- 14.23. Severability. Should any term, warranty, covenant, condition, or provision of this Agreement be held to be invalid or unenforceable by a court or other body of competent jurisdiction or pursuant to arbitration, the balance of this Agreement will remain in force and will stand as if the unenforceable part did not exist. The invalid or unenforceable provision will be replaced by a provision as similar as possible and which is valid and enforceable.
- 14.24. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
- 14.25. Terms Surviving Termination of Agreement. Termination of this Agreement will not affect the continuation of any outstanding obligation or liability incurred by either Party during the term of this Agreement. The obligation of either Party to notify, indemnify, defend, and hold harmless the other under the terms of this Agreement will continue after the termination hereof with respect to events occurring prior to such termination.
- 14.26. Third Party Beneficiaries. The parties acknowledge and agree that no parties other than the parties hereto are intended to benefit hereunder. No rights of any third party are created by this Agreement and no person other than parties to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.
- 14.27. No Inducement. Client understands, acknowledges, and agrees that the Helpside services provided pursuant to this Agreement are not being provided as an inducement to purchase insurance coverage of any kind, nor do such services constitute insurance or the sale of insurance of any kind.
- 14.28. Time of Performance. Time is of the essence with respect to performance of all obligations set forth herein.
- 14.29. Duty to Cooperate. Each Party will have the duty to cooperate with the other in the event of any claim filed by an employee or former employee, or any government agency investigation of a complaint filed by an employee or former employee covered by this Agreement. Such duty will survive the termination of this Agreement. Client agrees to cooperate with Helpside as needed for any state licensing and/or registration requirements. Client further agrees to cooperate with Helpside as needed for compliance with any additional state statute, regulation, or other requirement not aforementioned or referenced above or below. Such duties will survive the termination of this Agreement.

Essentials

Benefits

- Group dental and vision insurance
- Group supplemental term life insurance
- Voluntary group short term and long term disability insurance
- Group supplemental accident, hospital indemnity and critical illness insurance

Payroll

- Pre-tax benefit deductions
- Business payroll reports
- Vacation and sick accrual tracking/reporting
- Dedicated payroll representative
- Garnishments and ORS orders
- Direct deposits
- Employment verifications
- Web-based payroll and HR access
- W-2s, quarterly and annual tax filings

Human Resources

- Basic employee policy guide
- Unlimited HR telephone consultation
- UI claims filing and representation
- Employment compliance posters
- Annual sexual harassment training
- E-verify program (if requested)
- HR training

Risk Management

- Discounted specialized safety training

Plus

- Time clock
- Benefits administration
 - COBRA administration
 - Pre-tax premium deductions
 - Bill payment and reconciliation
 - Participant support
- Flexible spending accounts (FSA)
- 401(k) participation and administration
- Group term life insurance - \$10,000
 - Employee Assistance Program (EAP)
- Helpside workers' compensation program
 - WC claims management
 - WC policy management
 - On-site safety training
 - Safety manual
 - On-site safety audit
 - Accident investigation program and training
 - OSHA 300 log completion
 - WC certificates

\$14.00 per employee per month

**Price includes Essentials and Plus*

Select

Payroll Taxes and Fees	
FICA/Medicare	7.65%
FUTA	0.60%
UT SUTA Tax and Administration	1.90%

Additional Fees and Deposits	
Employee Set-Up Fee	\$ 20.00 / employee

Additional a la carte services that may have associated fees include:

- Pre-employment background checks
- Applicant tracking system (ATS)
- Custom documents and forms
- On-site safety training (forklift, first aid/CPR, etc.)
- Salary survey/compensation plans
- Accounting downloads
- Physical timeclocks
- Learning Management System (LMS)
- Employee surveys

Additional Check Fee: If Helpside processes more than one check in a pay period for an employee, the regular administration fee will be charged for the initial check (per employee per month fee times 12 divided by the number of payrolls run in a year) and any additional checks run for that same employee during the same payroll will be charged at a rate of \$5.00 per check

Additional State Admin Fee: If, during the implementation process or otherwise, Client onboards employees who will work in states outside of the states listed above, the client may be subject to an additional multi-state processing fee.

Late Payment Fee: Client shall pay a late fee of 1.5% per pay period, or the maximum permitted under applicable law, whichever is greater, on any invoice amount that Client has not paid on or before the due date.

Client Onboarding Timeline:

In order to ensure a smooth transition, new clients participating in benefits through Helpside must complete and submit all client and employee paperwork **no later than 20 business days prior to first payroll date or benefits effective date**, whichever is earlier.

For new clients not participating in benefits through Helpside, client and employee paperwork must be completed and submitted **no later than 15 business days prior to first payroll date**.

EXHIBIT “C”

Addendum to Client Service Agreement

(State Specific Provisions)

The following state-specific provisions apply only in the respective states where a Covered Employee works during the Term of the Agreement. In the event of a conflict between a state-specific provision and the Agreement, the state-specific provision shall control. Where rights are reserved in order to comply with state or federal laws requiring the reservation of such rights by a PEO, the rights are reserved only to the extent required by such laws. While PEO reserves sufficient rights to perform its core services for Client, PEO does not reserve or exercise a right to control the “essential terms and conditions of employment” for the Covered Employees as defined in 29 CFR 103.40(d). This Preamble shall be applicable in all states where Covered Employees work during the Term of the Agreement, whether or not there is an applicable state-specific provision. PEO will provide, and Client will cooperate with PEO in providing, written notice to Covered Employees of the general nature of the Professional Employer Organization (“PEO”) relationship, to the extent required under applicable PEO licensing and registration laws.

1. **Alabama**

- a. As provided by Alabama Statute §25-14-9 of the Alabama Professional Employer Organization Registration Act, PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages (excluding payments beyond or in addition to Covered Employees’ salary, draw, or regular rate of pay) to each Covered Employee and to withhold, collect, report, and remit payroll-related and unemployment taxes to the extent Client has funded those obligations; and (iii) retains a right to hire, terminate, and discipline each Covered Employee.
- b. Except as otherwise provided in the Agreement or herein, Client retains the exclusive right to direct or control Covered Employees as is necessary to conduct the business of Client, to discharge the fiduciary responsibilities of Client, or to comply with any licensure requirements application to Client or Covered Employees.
- c. Client is solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to the business activities of Client and is solely responsible for the acts, errors, or omissions of Covered Employees with regard to those activities.
- d. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer’s liability which is not covered by workers’ compensation, or other liability insurance, including liquor liability insurance, carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- e. Upon termination of this Agreement, PEO will provide to Client, if requested, records regarding the loss experience related to workers’ compensation insurance provided to Covered Employees.
- f. PEO is registered as a PEO and regulated by the Alabama Department of Labor, PEO Division, 649 Monroe Street, Montgomery, AL 36131; phone: (800) 528-5166. Any questions or complaints may be directed to the Director of the Alabama Department of Labor, PEO Division.

2. **Alaska**

- a. Client shall post notice of workers’ compensation insurance coverage in three (3) conspicuous locations at Client’s workplace(s) where Covered Employees provide services to Client, in accordance with state requirements.

3. **Arizona**

- a. If Client employs any workers in addition to Covered Employees, Client will provide to PEO the name of the workers' compensation insurance carrier that is providing workers' compensation coverage to such workers and any other related information required by the State.
- b. Client shall comply with and agrees to be considered the sole employer for purposes of the Legal Arizona Workers Act and to the extent not prohibited by applicable law, the obligation to comply with this Act is retained solely and exclusively by Client.
- c. If requested by Client, upon termination of the Agreement, PEO will provide to Client records regarding the premiums and loss experience related to workers' compensation insurance provided to Covered Employees under the Agreement.

4. **Arkansas**

- a. As provided by Arkansas Professional Employer Organization Recognition and Licensing Act, Section 23-92-409 PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages and salaries to each Covered Employee and to withhold, collect, report, and remit payroll-related and employment taxes; (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iv) retains a right to hire, terminate, and discipline each Covered Employee.
- b. The authority to hire, terminate and discipline Covered Employees is specifically retained by Client.
- c. Except as otherwise provided herein, Client retains the exclusive right to direct or control Covered Employees as is necessary to conduct the business of Client, to discharge the fiduciary responsibilities of Client, or to comply with any licensure requirements application to Client or Covered Employees.
- d. Client is solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to the business activities of Client and is solely responsible for the acts, errors, or omissions of Covered Employees with regard to those activities.
- e. During the term of this Agreement and for ninety (90) days thereafter, Client may request records of applicable: (i) payroll records; (ii) workers' compensation coverage, losses, and claims; and (iii) employee benefits (if any). Client will pay PEO for all reasonable expenses incurred in reproducing such records.
- f. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

5. **California**

- a. With or without consulting assistance from PEO, Client is solely responsible for completing anti-harassment training, to the extent required by California law, for all Covered Employees either live or online, every two (2) years and within six (6) months of a Covered Employee being hired or being promoted to supervisor position.
- b. Client will not engage in operating a garment manufacturing operation or a car wash operation without PEO's written consent.
- c. Client assumes all civil legal responsibility and civil liability under California Labor Code Section 2810.3.
- d. Client is responsible for implementing and maintaining an Illness Injury and Prevention Program and for otherwise complying with all California mandated health and safety requirements, with or without consulting assistance from PEO.
- e. Client is responsible for complying with posting and notice requirements under California law, including but not limited to the Wage Theft Protection Act notices, EDD mandated unemployment and disability

insurance notices, expense reimbursement, and new hire workers' compensation insurance related notices.

- f. Client is responsible for ensuring compliance with California meal period, rest break, heat related break, seating, split shift, and minimum reporting time pay requirements, with or without consulting assistance from PEO.
- g. Client will provide paid sick leave to Covered Employees to the full extent required by California state and local law, with or without consulting assistance from PEO.
- h. Client is solely responsible for all costs associated with "first aid" claims as defined by California law.
- i. Client agrees that PEO is not a joint employer for purposes of liability pursuant to the California Wage Orders, Labor Code, and Government Code.
- j. Client agrees that Client and PEO are not joint employers or dual employers, as those terms are defined by Cal/OSHA. Client is responsible for reporting and recordkeeping requirements under Cal/OSHA regulations related to work-related fatalities, injuries and illnesses of Covered Employees.
- k. Client is responsible for California business taxes, including without limitation, environmental fees required under California Health and Safety Code.
- l. Client is responsible for paycheck statement compliance under California law and compliance with California Labor Code Section 226. Client shall collect and maintain, and ensure payroll statements are issued to Covered Employees which include, the following information: (1) gross wages earned; (2) total hours worked, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if paying on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for payment; (7) the name of the Covered Employee and only the last four digits of their social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Client acknowledges and agrees that it is responsible to issue its own statements as needed to ensure that all of this information has been provided to Covered Employees in compliance with Labor Code Section 226 and other California wage statement laws and regulations in addition to any payroll statements that may be issued by PEO.
- m. To the extent Client compensates Covered Employees by the job, load, delivery, or piece, Client is solely responsible for ensuring that its pay practices comply with California wage laws. Included in this requirement is the obligation to ensure Covered Employees are paid the applicable minimum wage and overtime rates (if applicable) for hours worked as well as compensable down time and paid rest time, to the extent required by law.
- n. To the extent Client pays any Covered Employees commissions, Client is solely responsible for compliance with California Labor Code section 2751.
- o. Client is responsible for complying with privacy rights requirements, including without limitation the requirements set forth in California Civil Code, sections 1798.100 to 1798.199, and any related regulations or guidance provided by the California Attorney General and/or the California Privacy Protection Agency.
- p. With or without consulting assistance from PEO, Client is solely responsible for compliance with workplace violence prevention requirements, including without limitation: (i) implementing and maintaining a Workplace Violence Prevention Plan; (ii) providing any necessary or required training for Covered Employees regarding the Workplace Violence Prevention Plan; and (iii) creating and maintaining any required or necessary logs or other records or documentation.
- q. During the Term of the Agreement, Client is responsible to maintain Employment Practices Liability Insurance coverage for Covered Employees, listing Helpside as an Insured or Additional Insured, or other

similar endorsement, and Client will provide PEO with a Certificate of Insurance when requested by Helpside.

6. Colorado

- a. PEO intends to assign Covered Employees to Client on a long-term basis and not reassign Covered Employees to a series of limited-term assignments.
- b. PEO reserves a right of direction and control over Covered Employees.
- c. PEO reserves a right to set Covered Employees' rate of pay and to pay Covered Employees from its own accounts.
- d. PEO reserves a right to hire, discipline, terminate, and reassign Covered Employees.

7. Connecticut

- a. PEO (i) assumes responsibility for the payment of wages and salaries to each Covered Employee and for withholding, collecting, reporting, and remittance of payroll-related and unemployment taxes; and (ii) for making payments for employee benefits for Covered Employees under the Agreement (if any).
- b. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.
- c. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- d. To the extent Client wants to pay Covered Employees on a different frequency than permitted under applicable law (i.e., weekly or bi-weekly), Client is solely responsible to obtain the required approval from the Connecticut Department of Labor.

8. District of Columbia

- a. Client will provide paid sick leave to Covered Employees to the full extent required by District of Columbia's Accrued Sick and Safe Leave Act (ASSL), with or without consulting assistance from PEO.
- b. If Client requests that PEO make any payments to or for the benefit of Client or any Covered Employee or perform any other act required under the ASSL, such request shall be in writing, and Client expressly agrees to pay any associated additional fees or costs in accordance with the terms of this Agreement.
- c. Client shall upon the Effective Date of the Agreement, reimburse PEO for all fees and expenses incurred by PEO in paying such outstanding amounts. Such reimbursement shall include, but not limited to, any owed contributions, administrative assessments, penalties and/or interest imposed by the DES against Client's unemployment account.

9. Florida

- a. PEO assumes such responsibility for the payment of wages to the Covered Employees without regard to payments by Client to PEO as is required by applicable law. In the event Client does not pay PEO for all services rendered, PEO may pay Covered Employees at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act and pursuant to Florida law. This provision in no way affects the obligation of Client to pay PEO for all services rendered and in no way affects the obligations of Client pursuant to local, state and federal law, including but not limited to the requirement to timely pay all Covered Employees their regular rate of pay through PEO (or directly, if otherwise required by law).

Notwithstanding anything to the contrary, unless otherwise required by law, the term "wages," pursuant to Florida Administrative Code Section 61G7-6.001, does not include any obligation on the part of PEO to assume any contractual obligation which may exist between Client and any Covered Employee, or any other compensation or benefit, in any form and does not include any obligation between Client and any Covered Employee for payments beyond or in addition to the Covered Employee's salary, draw, or regular rate of pay unless PEO specifically adopts such obligations by way of a written agreement entered into with the Covered Employee and signed by a Controlling Person of PEO. The parties agree that as of the Effective Date of this Agreement, PEO has not entered into any such written agreement with any Covered Employee and has not assumed any of the aforementioned obligations of Client as set forth in this Section. In this regard, PEO does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, any other compensation or benefit in any form, profit sharing, vacation pay, sick leave, or other paid time off pay, or for any other payment not required by law, where payment for such items has not been received by PEO from Client and PEO assumes no contractual obligation which may exist between Client and any Covered Employee. PEO reserves a right of direction and control over Covered Employees. Client maintains such direction and control over the Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client.

- b. PEO shall prepare and distribute payroll disbursements to Covered Employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other local, state or federal tax directly attributed to the employment of the Covered Employees. PEO shall maintain necessary records and comply with reporting procedures and PEO assumes full responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees regarding payroll reported to and paid by PEO.
- c. PEO shall secure workers' compensation coverage in such amounts as is required by applicable law. This will be accomplished by way of a workers' compensation policy issued to PEO by a carrier admitted to issue such policies in the State of Florida. PEO assumes full responsibility for the withholding and remittance of payroll-related taxes for Covered Employees.
- d. PEO reserves such right of direction and control over Covered Employees and shall retain such authority to hire, terminate, discipline, and reassign Covered Employees as may be necessary to fulfill PEO's obligations under Florida law. Client shall, however, retain such sufficient direction and control over the Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client. Additionally, to the extent not prohibited by applicable law and Florida Administrative Code Section 61G7-6.001, Client will exercise the assignment of performing such rights and authority to allow Client to exercise sole and exclusive control over the day-to-day job duties of all Covered Employees and sole and exclusive control over the job site at which, or from which, Covered Employees perform their services. Client expressly absolves PEO of control over the day-to-day job duties of the Covered Employees and over the job site at which, or from which, Covered Employees perform their services. Additionally, Client and not PEO, shall have the right to control the manner, means, and details of the work performed by the Covered Employees. In this regard, authority to change Covered Employees' employment and working conditions, the services provided by Covered Employees, the tools and equipment used by Covered Employees, and the ability to determine Covered Employees' rate and method of pay are all the responsibility of Client. The parties acknowledge and agree that any retention of any right of direction and control and any right to hire, terminate, discipline, and reassign the Covered Employees by PEO, to the extent not prohibited by applicable law, does not require the actual exercise of such authority, responsibilities or rights by PEO. PEO only reserves and retains such rights, responsibilities, and authority as is required by applicable law and employment responsibilities not those of PEO pursuant to this Service Agreement or applicable law shall remain with Client. The Client has the right to accept or cancel the assignment of any Covered Employee. PEO retains authority to hire, terminate, discipline, and reassign the Covered Employees, to the extent necessary to fulfill PEO's obligations under State law. Client retains the right to accept or cancel the assignment of any Covered Employee.

- e. PEO retains such right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting its Covered Employees, including, with regard to Covered Employees: such responsibility for performing safety inspections of Client equipment and premises; such responsibility for the promulgation and administration of employment and safety policies; and such responsibility for the management of workers' compensation claims, claims filings, and related procedures, as is required by Florida law. Notwithstanding this provision, to the extent not prohibited by Florida law and Florida Administrative Code Section 61G7-6.001, Client has contractually undertaken the assignment of performing such rights and responsibilities so as to allow Client to exercise sole and exclusive direction and control over the following: the management of safety, risk, and hazard control at the worksite or sites affecting Covered Employees, including responsibility for performing safety inspections of Client equipment and premises; and responsibility for the promulgation and administration of employment and safety policies. Client agrees that PEO, as a professional employer organization, has no presence at any Client worksite(s) and cannot and is not warranting the safety of Client's business and worksite(s) and Client expressly waives any claim against any PEO Indemnified Party based on any safety, risk or hazard issue at Client's worksite(s). Client acknowledges that PEO, in either providing or not providing such assistance and responsibility as set forth in this Addendum Section assumes no liability and no responsibility regarding safety issues at Client's worksite(s). While PEO shall retain such right of direction and control over the management of safety, risk and hazard control involving Covered Employees performing work at Client worksite(s), as is required by applicable law, compliance with all applicable laws related to such matters is a responsibility of Client. Additionally, PEO shall not be liable for any workers' compensation claim from any employee of Client or from anyone else who is not a Covered Employee. Also, unless otherwise required by law, PEO shall not be liable for any workers' compensation claim from any employee of Client, when Client is maintaining its own workers' compensation policy. PEO retains a right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting the Covered Employees, including: (1) responsibility for performing safety inspections of Client's equipment and premises; (2) responsibility for the promulgation and administration of employment and safety policies; and (3) responsibility for the management of workers' compensation claims, the filings thereof, and procedures related thereto.
- f. PEO and Client shall each notify, in writing, all Covered Employees of the inception and termination of this Service Agreement. PEO and its assigns retain a right to conduct an annual onsite physical examination of Client to conduct audits of workers' compensation classifications and payroll amounts of Covered Employees.
- g. Upon any request by PEO or its assigns, and at least annually, Client shall allow an on-site physical examination of such books, records, documents and other information sources deemed appropriate by PEO and/or its assigns to aid PEO and/or its assigns in the determination of proper workers' compensation classifications of Covered Employees and to aid in the determination of payroll amounts paid to such Covered Employees to the extent set forth in Section 440.381, Florida Statutes, and the rules promulgated thereunder. Such examination shall be strictly for the purposes of determining proper workers' compensation classifications of Covered Employees and to aid in the determination of payroll amounts paid to such Covered Employees. Client shall remain obligated to PEO for any misclassification, delinquency and/or unpaid premium amount found in the audit. This provision shall survive the expiration or other termination of this Service Agreement.
- h. PEO does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any Covered Employee. This Agreement in no way alters any responsibilities of Client which arise from Section 768.096, Florida Statutes, and Client assumes all responsibilities pursuant to Section 768.096, including, but not limited to, responsibility to perform any and all work history, reference checks and background checks on Covered Employees, including driving record and accident record background checks.
- i. Client shall immediately report to PEO all complaints, allegations or incidents of any tortious misconduct or workplace safety violations, regardless of the source. Client shall provide to PEO complete and accurate disclosure of all circumstances surrounding such matters.

- j. To the extent allowed by law, all obligations placed upon an employer by applicable law, or by Client's decision, to verify the eligibility of an individual for employment through the E-Verify system operated by the United States Department of Homeland Security ("E-Verify system") or any successor program and to in any manner utilize the E-Verify system, including the obligation to comply with Section 448.095, Florida Statutes, are retained solely and exclusively by Client. This includes, but is not limited to, the obligation of Client, and not PEO, to verify the employment eligibility of any new employee of Client whether or not in a PEO relationship, by utilizing the E-Verify system. In addition, to the extent allowed by law, Client is solely and exclusively responsible to properly obtain and to maintain all supporting E-Verify documentation and to certify to the State of Florida Client's compliance with Section 448.095, Florida Statutes. Any fines or other penalties resulting from Client's failure to follow proper immigration, I-9, or E-Verify obligations, procedures and processes shall be Client's sole responsibility.

10. Georgia

- a. PEO is a Professional Employer Organization, as that term is defined under Georgia Code Sections 34-8-32 and 34-7-6. As such, PEO: (i) assumes responsibility for payment of the wages of Covered Employees, and for the withholding and payment of payroll taxes; and (ii) reserves a right of direction and control over Covered Employees.
- b. Client is considered to be the sole employer of Covered Employees for licensing purposes.

11. Hawaii

- a. Pursuant to Hawaii Revised Statute §373L-1 and §373L-6, PEO will serve as the employer of record during the term of this Agreement for purposes of complying with all laws relating to unemployment insurance, workers' compensation, temporary disability insurance, and prepaid health care coverage.
- b. Client retains the exclusive right to direct and control Covered Employees as necessary to conduct Client's business, discharge Client's fiduciary responsibilities, and comply with the licensure requirements that apply to Covered Employees.
- c. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.

12. Idaho

- a. Pursuant to the Idaho Professional Employer Recognition Act Section 44-2405, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits from its own accounts, as long as the Agreement remains in force; and (iii) retains authority to hire, terminate, discipline, and reassign Covered Employees.
- b. Client retains such sufficient direction and control over Covered Employees as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory or statutory requirement of Client.
- c. Client retains the right to accept or cancel the assignment of any Covered Employee.
- d. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

13. Illinois

- a. Client will provide to PEO Client's unemployment insurance account number, a general description of Client's business and business locations, and a power of attorney with respect to client identity reports to the Department of Employment Security, in accordance with state law.
- b. PEO in conjunction with Client: (i) retains a right of direction and control over Covered Employees; and (ii) retains a right to hire and terminate Covered Employees; and PEO assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits from its own accounts.

14. **Indiana**

- a. Pursuant to Indiana Statute §27-16-7-2, PEO assumes responsibility for: (i) payment of wages to Covered Employees; (ii) withholding, collection, reporting, and remittance of payroll related and unemployment taxes; and (iii) making payments for employee benefits for Covered Employees (if any).
- b. PEO may exercise and enforce only the rights and is obligated to perform only the duties and responsibilities that are required of PEO or specifically allocated to PEO under state law and this Agreement.
- c. Client retains the exclusive right to direct and control Covered Employees as necessary to: (i) conduct Client's business; (ii) discharge Client's fiduciary responsibilities; and (iii) comply with licensure requirements that apply to Client or Covered Employees.
- d. At or after termination of this Agreement, PEO will provide to Client, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees under this Agreement.
- e. PEO is not responsible for an obligation between Client and a Covered Employee for payments in addition to Covered Employee's salary, draw, or regular rate of pay, including bonuses, commissions, severance pay, deferred compensation, profit sharing, or vacation, sick, or other paid time off unless expressly agreed to in this Agreement.
- f. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.

15. **Kansas**

- a. Pursuant to the Kansas Professional Employer Organization Registration Act ("Act"), K.S.A. 44-1707, PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iii) retains a right to hire, terminate, and discipline Covered Employees only as necessary to fulfill PEO's responsibilities under this Agreement and state law.
- b. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- d. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client; and (iii) the acts, errors, or omissions of Client or any Covered Employee with respect to the business activities of Client.

- e. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- f. PEO will provide, and Client will post, in a conspicuous place at Client's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Client, as well as any other notices required by state law relating to unemployment compensation and minimum wages.

16. Kentucky

- a. Pursuant to Kentucky Revised Statute Section 336.242, PEO: (i) assumes responsibility for the payment of wages to Covered Employees; (ii) withhold, collect, report and remit payroll and unemployment taxes; (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iv) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the professional employer organization's responsibilities under Kentucky Revised Statute Sections 336.230 to 336.250, and PEO's responsibilities under the Agreement.
- b. Client retains the exclusive right to direct and control Covered Employees as is necessary to conduct its business, to discharge any of its fiduciary responsibilities, and to comply with any applicable licensure requirements.
- c. PEO shall not be liable for the acts, errors or omissions of a client or of any assigned worker acting under the direction and control of a Client.
- d. Client is solely responsible for: (i) workplace safety and for the quality and adequacy of the goods and services produced or sold in Client's business; (ii) directing, supervising, training, retaining, and controlling the work of the Covered Employees with respect to the business activities of Client and solely responsible for the acts, errors, or omissions of the Covered Employees with regard to these activities.
- e. Covered Employees are not, solely as a result of being Covered Employees of the PEO, employees of the PEO for the purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or liquor liability insurance carried by the PEO.

17. Louisiana

- a. Pursuant to the Louisiana Professional Employer Act, Revised Statutes, Sections 22:1741-1751 (Part VII—Professional Employer Organizations), and Sections 23:1761-1769 (Part XII—Professional Employer Organizations), PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes; and (ii) retains a right to hire, terminate, and discipline Covered Employees.
- b. Client retains control over its business enterprise and exercises direction and control of Covered Employees as to the manner and method of work done in furtherance of Client's business.
- c. To the extent any Covered Employees are providing services to Client in Louisiana, this Agreement is executed between PEO and Client subject to the provisions of Sections 23:1761-1769 (Part XII—Professional Employer Organizations), and 22:1741-1751 (Part VII—Professional Employer Organizations) of the Louisiana Revised Statutes, and the Parties intend for this Agreement to be ongoing, rather than temporary.

18. Maine

- a. As required by Maine Revised Statute Title 32, Chapter 125 Sections 14051 and 14055(5):

- i. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- ii. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement.
- iii. Only to the extent required by state law in order to provide the services contemplated by this Agreement, and for no other purpose express or implied, PEO reserves a right of direction and control over each Covered Employee.
- iv. Client may report any complaints regarding PEO to the Bureau of Consumer Credit Protection.

19. **Maryland**

- a. PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes, including payment of wages to Covered Employees from its own accounts; and (ii) reserves a right to hire, assign, discipline, terminate, and reassign Covered Employees.

20. **Massachusetts**

- a. Client will notify the Massachusetts Department of Unemployment Assistance of the commencement of the PEO relationship at least sixty (60) days prior to the next due date for the payment of unemployment insurance contributions in accordance with 430 Mass. Code Regs. section 5.10, and thereafter provide proof of proper notice to PEO.
- b. PEO shall have a right to hire and terminate Covered Employees, but only to the extent necessary to fulfill PEO's responsibilities as set forth in this Agreement or pursuant to Mass. Gen. Laws, Ch. 149, sections 192 to 203, inclusive, and Client shall have the right to hire, discipline, and terminate Covered Employees.
- c. Upon initiation of the PEO relationship, PEO shall provide, and Client will post in a conspicuous location at Client's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Client, as required under Mass. Gen. Laws, Ch. 149, section 197(c).
- d. Upon termination of the PEO relationship, PEO shall provide Covered Employees with written notice of the termination of the PEO relationship, as required under Mass. Gen. Laws, Ch. 149, section 197(d).
- e. Client retains control over its business enterprise and exercises direction and control of Covered Employees as to the manner and method of work done in furtherance of Client's business.
- f. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- h. Client is considered to be the sole employer of Covered Employees for licensing purposes.
- i. Client will cooperate with PEO to post required notice in Client's workplace regarding the general nature of the relationship between PEO and Client, as required under 454 Code of Mass. Regs., section 30.06.

21. **Michigan**

- a. Pursuant to the Michigan Professional Employer Organization Regulatory Act ("Act"), Michigan Compiled Law Section 338.3737, PEO (i) assumes responsibility for the payment of wages to Covered Employees

and the withholding, collecting, reporting, and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iii) retains a right to hire, promote, reassign, terminate, and discipline Covered Employees. Client may also hire, promote, terminate, reassign, and discipline Covered Employees.

- b. Both PEO and Client agree to comply with the Michigan Worker's Disability Compensation Act of 1969.
- c. Pursuant to the Michigan Professional Employer Organization Regulatory Act ("Act"), Michigan Compiled Law Section 338.3739, Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- d. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- e. Pursuant to Michigan Administrative Code Section 421.190, Client acknowledges that neither PEO, nor any individual owner of PEO, has an ownership interest of more than 20% in Client, if any, nor does PEO have direct or indirect control over Client, including any Client subsidiaries or affiliates, Client does not have more than a 20% ownership interest in PEO, if any.

22. Missouri

- a. Pursuant to Missouri Professional Employer Organization Act, Section 285.730, Client retains the exclusive right to direct and control Covered Employees as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to Covered Employees.
- b. PEO shall be entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required under Sections 285.700 to 285.750 or set forth in the Agreement.
- c. As provided by Missouri Professional Employer Organization Act, Section 285.730, PEO: (i) assumes responsibility for paying wages to Covered Employee; (ii) assumes responsibility to withhold, collect, report, and remit payroll-related and employment taxes; and (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any).
- d. PEO shall have a right to hire and terminate Covered Employees, but only to the extent necessary to fulfill PEO's responsibilities as set forth in this Agreement or pursuant to Missouri Professional Employer Organization Act, Sections 285.700 to 285.750, inclusive, and Client shall have the right to hire, discipline, and terminate Covered Employees.
- e. Client shall be solely responsible for: (i) the quality, adequacy, or safety of the goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of the Covered Employees with respect to the business activities of Client and solely responsible for the acts, errors, or omissions of the Covered Employees with regard to such activities.
- f. A Covered Employee is not, solely as the result of being a covered employee of PEO, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability that is not covered by workers' compensation, or liquor liability insurance carried by PEO, unless the Covered Employees are included by specific reference in the professional employer agreement and applicable prearranged employment contract, insurance contract, or bond.

23. Montana

- a. Pursuant to the Montana Professional Employer Organizations and Groups Licensing Act, MCL § 39-8-207, PEO (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the payment of wages to Covered Employees, workers' compensation premiums, payroll-related taxes,

and employee benefits (if any) from its own accounts without regard to payment by Client to PEO; and (iii) retains authority to hire, terminate, discipline, and reassign Covered Employees.

- b. Client retains sufficient direction or control over Covered Employees as is necessary to conduct its business and without which Client would be unable to conduct its business, discharge its fiduciary responsibilities, or comply with state licensing laws.
- c. Client will have the right to accept or cancel the assignment of a Covered Employee.
- d. Client is solely responsible for compliance with the Montana Safety Culture Act, Title 39, chapter 71, part 15.
- e. Client is solely responsible for compliance with Montana's Wrongful Discharge from Employment Act, MT Code Section 39-2-901, *et seq.* (WDFEA), and a Covered Employee's employment status with Client, under the WDFEA does not alter Covered Employee's status with PEO.
- f. With respect to Covered Employees, Client shares joint and several liability for any wages, workers' compensation premiums, and payroll-related taxes and for any benefits left unpaid by PEO. In the event that PEO's PEO license is suspended or revoked, this liability is retroactive to Client's entering into this Agreement.

24. **Nebraska**

- a. Pursuant to Nebraska Revised Statute §48-2701, *et seq.* of the Nebraska Professional Employer Organization Registration Act, PEO: (i) assumes responsibility for the payment of wages to Covered Employees and the withholding, collecting, reporting, and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any); and (iii) retains a right to hire, terminate, and discipline Covered Employees only as necessary to fulfill PEO's responsibilities under this Agreement and state law.
- b. Client represents and warrants that a majority of Client's employees who provide services to Client in Nebraska are co-employed under this Agreement.
- c. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship.
- d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- e. Client retains the exclusive right to direct and control Covered Employees as is necessary to conduct its business, to discharge any of its fiduciary responsibilities, and to comply with any applicable licensure requirements.
- f. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.
- h. PEO will provide, and Client will post, in a conspicuous place at Client's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Client, as well as any other notices required by state law relating to unemployment compensation and minimum wages.

25. Nevada

- a. Pursuant to Nevada Revised Statute, 616B.692, in relation to workers' compensation coverage Client understands that (i) coverage for workers' compensation provided under this Agreement does not take effect until effective date designated on the policy; and (ii) while the workers' compensation coverage provided under this Agreement remains in effect, PEO will pay all required premiums, including without limitation, any adjustments or assessments, and is entitled to any refund of premiums.
- b. Except as provided by this Agreement and by state law, all services provided under this Agreement by PEO will cease immediately on the effective date of any termination under this Agreement.
- c. Client acknowledges that the insurer from whom PEO obtains the policy of workers' compensation insurance has the right to inspect the premises and records of Client.
- d. The loss experience of Client will continue to be reported in the name of Client to the Nevada Commissioner of Insurance and is available to subsequent insurers upon request.
- e. The policy of workers' compensation insurance covers only those employees acknowledged in writing by PEO to be employees of PEO who are being leased to Client.
- f. Client is responsible at all times for providing coverage for workers' compensation for any employees of Client who are not Covered Employees under this Agreement. Client must provide satisfactory evidence of this required coverage to the insurer from whom the policy of workers' compensation insurance is obtained by PEO.

26. New Hampshire

- a. PEO and Client shall comply with and divide employment responsibilities as set forth in NHRSA § 277-B:9I and II.
- b. To the extent Client wants to pay Covered Employees on a different frequency than permitted under applicable law (i.e., weekly or bi-weekly), Client is solely responsible to obtain the required approval from the New Hampshire Department of Labor.

27. New Jersey

- a. Pursuant to N.J.S.A. section 34:8-68, PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages to each Covered Employee without regard to payments by Client to PEO (except that this subsection will not affect Client's obligations with respect to the payment of wages to covered employees; (iii) assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on each Covered Employee; (iv) retains authority to hire, terminate, discipline, and reassign each Covered Employee; (v) except in relation to newly established business entities, will hire its initial employee complement from among employees of Client at the time of execution of this Agreement at comparable terms and conditions of employment as are in existence at Client at the time of execution of this Agreement and as designated by Client; and (vii) will provide workers' compensation insurance for Covered Employees.
- b. The right of direction and control over management of safety, risk and hazard control of the work site including responsibility for performing safety inspections of Client equipment and premises, and responsibility for promulgation and administration of employment and safety policies shall be allocated to Client. Client and PEO each have responsibility for the management of workers compensation claims and filings.
- c. Throughout the term of this Agreement Covered Employees are considered employees of both PEO and Client and upon the termination of this Agreement, Covered Employees will be considered employees of Client.

- d. Client will continue to honor and abide by the terms of any applicable collective bargaining agreements, and upon expiration thereof, any obligations of Client to bargain in good faith in connection with such collective bargaining agreements is not affected in any manner by the Agreement.
- e. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- f. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO.
- g. In compliance with N.J.S.A. section 34:8-68(a)(8), if Client and PEO have agreed in writing that Client will assume responsibility for providing workers' compensation insurance for Covered Employees, Client will cooperate with PEO in providing documents and information needed for PEO to provide the required notice of such election and proof of coverage to the New Jersey Department of Labor and Workforce Development. Additionally, Client shall provide a copy of the written agreement to the carrier that issued the policy.
- h. Pursuant to N.J.S.A. section 34:8-74, with respect to Covered Employees employed in the State of New Jersey, PEO shall calculate the unemployment benefit experience contribution rates and temporary disability contribution rates with respect to such Covered Employees upon the inception and termination of this Agreement in accordance with the following method:
 - 1. Calculation of Unemployment Benefit Experience. Upon the effective date of this Agreement, PEO shall report wages and pay contributions for Covered Employees who work in the State of New Jersey ("PEO NJ Covered Employees") pursuant to the "Unemployment Compensation Law," N.J.S.A. section 43:21-1 *et seq.*, based on the benefit experience assigned to PEO under N.J.S.A. section 43:21-7. With respect to any employee of Client working in the State of New Jersey who is not co-employed by PEO ("Client NJ Employee"), Client shall continue to report wages and pay contributions for Client NJ Employees using Client's contribution rate based on the benefit experience assigned to Client under N.J.S.A. section 43:21-7.
 - 2. Pursuant to N.J.S.A. section 34:8-73, upon a termination of this Agreement by Client or PEO ("Termination"), if the PEO NJ Covered Employees have been co-employed for less than two full calendar years, PEO shall provide to the New Jersey Department of Labor ("NJDOL") the data required by the NJDOL to calculate the benefit experience associated with the PEO NJ Covered Employees to the extent required by applicable law. The NJDOL shall combine that benefit experience with Client's existing benefit experience to determine Client's new rate as of the following July 1st. Client shall continue to use PEO's contribution rate for the period beginning on the date of the termination of this Agreement and ending the following July 1st; provided, however, that if PEO did not co-employ all employees of Client, Client must use its own contribution rate for the period beginning on the date of the termination of this Agreement and ending the following July 1st.
 - 3. Pursuant to N.J.S.A. section 34:8-73, upon a Termination which occurs after the PEO NJ Covered Employees have been co-employed for at least two full calendar years, Client shall be assigned the rate of a new employer under N.J.S.A. section 43:21-7 until Client is eligible for a rate based on benefit experience pursuant to that section of the "Unemployment Compensation Law" or enters into another professional employer organization agreement; provided, however, that if PEO did not co-employ all employees of Client, the benefit experience associated with that portion of Client's employees that were co-employed by PEO shall not be transferred to Client and shall not be used in the calculation of Client's future contribution rates.
 - 4. Pursuant to N.J.S.A. section 34:8-73, if Client enters into a subsequent professional employer organization agreement with another professional employer organization with respect to the PEO NJ Covered Employees immediately after a Termination, the payroll relative to Client shall be reported and paid at the rate assigned the second professional employer organization.

5. Calculation of Temporary Disability Contribution Rates. For as long as PEO maintains an approved private plan of disability benefits under the “Temporary Disability Benefits Law,” Client and PEO are exempt from the requirement to contribute to the New Jersey State Disability Benefits Fund pursuant to N.J.S.A. 43:21-7 with respect to wages paid to the PEO NJ Covered Employees. Client shall instead be required to pay the premium amount established by PEO and its insurance carrier. Upon a Termination, PEO shall provide to the NJDOL the data required thereby to calculate the temporary disability rates of the PEO NJ Covered Employees to the extent required by applicable law. Client remains obligated to contribute to the New Jersey State Disability Fund pursuant to N.J.S.A. 43:21-7 with respect to wages paid to any Client NJ Employees unless Client is subject to an exemption in accordance with applicable law.

28. New York

- a. Client represents and warrants that all or a majority of Client’s employees who provide services for Client are covered by the Agreement. Client shall notify PEO within ten (10) days of any changes that result in a failure to meet this requirement. PEO agrees to co-employ all or a majority of Client’s employees who provide services for Client in New York.
- b. Pursuant to §922 of the New York Professional Employer Act, PEO: (i) reserves a right of direction and control over Covered Employees (Client maintains such direction and control over Covered Employees as is necessary to conduct Client’s business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client); (ii) assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits for Covered Employees and for which PEO has contractually assumed responsibility from its own accounts, during the term of the Agreement; (iii) retains authority to hire, terminate and discipline Covered Employees, to the extent necessary to fulfill PEO’s obligations under state law; and (iv) will be considered an employer for the purposes of withholding state income taxes for Covered Employees.
- c. Client is solely responsible for compliance with the requirements of Section 195.1 of the New York State Labor Laws, and Client shall ensure that all Covered Employees provide written acknowledgement of receipt of the Notice and Acknowledgement of Pay Rate and Payday Under Section 195.1 of the New York State Labor Laws, as required by applicable law, including utilizing a template prepared by the Commissioner of the New York State Department of Labor, and Client shall maintain records of such acknowledgements.
- d. Client shall notify all Covered Employees, in writing, of any change(s) to the wage payment information provided in the Notice and Acknowledgement of Pay Rate and Payday under Section 195.1, at least seven (7) calendar days prior to the time of such change(s). Additionally, notification of such change(s) shall be supplied by Client, in writing, to PEO at least twenty-one (21) calendar days prior to the implementation of such change(s).
- e. Client shall notify Covered Employees in writing or by publicly posting Client’s policies regarding sick leave, vacation leave, personal leave, holidays, and hours.

29. North Carolina

- a. Pursuant to North Carolina Professional Employer Organization Act, §58-89A-100, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the payment of wages to Covered Employees and for the collection and remittance of payroll taxes of Covered Employees; (iii) retains authority to hire, terminate, and discipline Covered Employees; and (iv) retains a right of direction or control over the adoption of employment policies and the management of workers’ compensation claims, claim filings, and related procedures in accordance with applicable federal and state laws.
- b. Client retains sufficient direction or control over Covered Employees as necessary to conduct its business and without which Client would be unable to conduct its business, discharge its fiduciary responsibilities, or comply with any applicable licensure, regulatory, or statutory requirement it may have.

- c. Any employment responsibilities not specifically allocated to PEO under state law or under this Agreement will remain with Client.
- d. Upon termination of this Agreement, PEO will provide to Client, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees.
- e. Client represents and warrants that it does not owe its current or prior workers' compensation carrier any premium for workers' compensation insurance, nor does Client owe its current or prior professional employer organization ("PEO") any amounts due under any PEO agreement, except for premiums or amounts due that are subject to dispute. Client further certifies that Client has met any and all prior premium or fee obligations.

30. North Dakota

- a. PEO (i) retains a right to hire, discipline, and terminate Covered Employees; (ii) will pay wages to any Covered Employee and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iii) will make payments for employee benefits for Covered Employees (if any).
- b. Nothing in this Agreement will (i) diminish, abolish, or remove any right of a Covered Employee to Client or obligation of Client to a Covered Employee existing before the effective date of the Agreement; or (ii) affect, modify, or amend any contractual relationship or restrictive covenant between a Covered Employee and Client in effect at the time this Agreement becomes effective or prohibit or amend a contractual relationship or restrictive covenant that is entered subsequently between Client and a Covered Employee.
- c. Client retains the exclusive right to direct and control any Covered Employee as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- e. Client will accurately report all wages of a Covered Employee to PEO.
- f. Client is solely responsible for the quality, adequacy, and safety of the goods or services produced or sold in Client's business.
- g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

31. Ohio

- a. Client will establish and maintain a separate active workers' compensation account with the Ohio Bureau of Workers' Compensation, as required by state law.
- b. Client will cooperate with PEO with respect to PEO's duty under state law to (i) maintain a record of workers' compensation claims for Client; and (ii) maintain records separately listing the manual classifications of Client and the payroll reported to each manual classification for each payroll reporting period while this Agreement remains in effect.
- c. To the extent required under applicable Ohio law, the initial term of the Agreement is for twelve months.

32. Oklahoma

- a. Pursuant to §40-600.7(C) of the Oklahoma Professional Employer Organization Recognition and Registration Act, PEO (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate a Covered Employee; (iii) will pay wages to any Covered Employee and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iv) will make payments for employee benefits for Covered Employees (if any).
- b. Client retains sufficient direction or control as necessary to conduct its business and without which Client would be unable to conduct its business, discharge fiduciary responsibilities, or comply with any applicable licensure requirements it may have.
- c. Upon termination of this Agreement, PEO will provide to Client, if requested, records regarding the premiums and loss experience related to workers' compensation insurance provided to Covered Employees.

33. Oregon

- a. Only to the extent required by state law in order to provide the services contemplated by this Agreement, and for no other purpose express or implied, PEO reserves a right to ensure that Client provides adequate training, supervision, and instruction to Covered Employees to meet state law requirements. Client likewise agrees to provide adequate training, supervision, and instruction to Covered Employees to meet state law requirements.
- b. Client will cooperate fully with PEO in completing and filing a Worker's and Employer's Report of Occupational Injury or Disease (DCBS Form 801) in connection with any injuries to Covered Employees, as required under state law.

34. Pennsylvania

- a. Pursuant to Section 933.301(b) of the Pennsylvania Employer Organization Act, 43 PA. CONS. STAT. 933.101, *et. seq.*, PEO: (i) will have responsibility to pay wages to Covered Employees; (ii) will have responsibility to withhold, collect, report and remit payroll-related taxes and may remit unemployment taxes in accordance with state law; and (iii) will have responsibility to make payments for employee benefits for Covered Employees under the Agreement (if any). As used in this subsection, the term "wages" does not include any obligation between Client and a Covered Employee for payments beyond or in addition to Covered Employee's salary, draw or regular rate of pay, such as bonuses, commissions, severance pay, deferred compensation, profit sharing or vacation, sick or other paid time off pay. However, nothing in this Agreement or applicable state law will relieve Client from compliance with the state's wage and labor laws.
- b. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- d. Client retains the exclusive right to direct and control any Covered Employee as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee.
- e. PEO has the right to hire, discipline, and terminate a Covered Employee as may be necessary to fulfill PEO's responsibilities under state law and the Agreement.
- f. Nothing in the Agreement, including this Addendum shall relieve Client from its obligation to be in compliance with Pennsylvania's wage and labor laws, including the act of May 13, 1915 (P.L.286, No.177), known as the Child Labor Law, the act of August 15, 1961 (P.L.987, No.442), known as the Pennsylvania Prevailing Wage Act, the act of July 14, 1961 (P.L.637, No.329), known as the Wage Payment and

Collection Law, and the act of January 17, 1968 (P.L.11, No.5), known as The Minimum Wage Act of 1968. If Client is a health care facility as defined in section 2 of the act of October 9, 2008 (P.L.1376, No.102), known as the Prohibition of Excessive Overtime in Health Care Act, Client shall comply with that act.

35. Rhode Island

- a. Pursuant to Rhode Island Statute §5-75-7 of the Rhode Island Professional Employer Organizations Act, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the Agreement; (iii) will have the responsibility to pay wages to Covered Employees and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iv) will make payments for employee benefits for Covered Employees (if any).
- b. Client retains sufficient direction and control as necessary to conduct its business and without which Client would be unable to conduct its business, discharge fiduciary responsibilities, or comply with any applicable licensure requirements it may have.
- c. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship.
- d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- e. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- f. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

36. South Carolina

- a. PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, terminate, and reassign Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the Agreement; (iii) will have the responsibility to pay wages to Covered Employees and will collect and pay payroll taxes on such wages, regardless of payments by Client to PEO; and (iv) retains a right of direction or control over the adoption of employment policies and the management of workers' compensation claims, claim filings, and related procedures on joint agreement by Client and PEO in accordance with applicable federal and state laws.
- b. PEO and Client agree that (i) notice to or acknowledgment of the occurrence of an injury on the party of Client is notice to or knowledge on the part of PEO and its workers' compensation insurer; (ii) for the purposes of state law, the jurisdiction of Client is the jurisdiction of PEO and its workers' compensation insurer; (iii) PEO and its workers' compensation insurer are bound by and subject to the awards, judgments, or decrees rendered against them under state law; and (iv) insolvency, bankruptcy, or discharge in bankruptcy of PEO or Client does not relieve PEO, Client, their respective workers' compensation insurers from payment of compensation for disability or death sustained by a Covered Employee during the life of a workers' compensation insurance policy under this Agreement.
- c. Client will secure and maintain workers' compensation insurance for any of its employees that are not Covered Employees under this Agreement.

- d. Client will comply with the co-employee notice posting requirements under state law.
- e. PEO is licensed and regulated by the South Carolina Department of Consumer Affairs, and any questions or complaints regarding PEO should be directed to the South Carolina Department of Consumer Affairs, PO Box 5757, Columbia, SC 29250, www.consumer.sc.gov, (803) 734-4200.

37. South Dakota

- a. Pursuant to South Dakota Administrative Rule Section 64:06:02:89, PEO assumes the responsibility (i) for the payment of wages, salaries, payroll taxes, payroll deductions, workers' compensation costs, insurance premiums, welfare benefits, and retirement benefits (if any); and (ii) for preparing and filing necessary tax returns and other documents as required by state or federal law.
- b. Client was the employer of Covered Employees prior to the effective date of this Agreement.
- c. Client retains primary control over the hiring, firing, wages rates, salary increases, training, and directing the day-to-day activities of Covered Employees.
- d. If the contractual relationship between PEO and Client is terminated, then the Covered Employee's co-employment relationship with PEO is also terminated.
- e. If a Covered Employee leaves the employment of Client, the co-employment relationship with PEO will also be immediately terminated.
- f. PEO does not manage or direct the operation of Client's business.
- g. At all times, the Agreement and this Addendum shall cover at least seventy-five percent (75%) of Client's full-time or full-time equivalent employees domiciled in South Dakota. If at any time the percentage drops below seventy-five percent (75%) Client agrees to inform PEO immediately.

38. Tennessee

- a. Pursuant to Tennessee Professional Employer Organization Act, §62-43-108, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the Agreement; and (iii) assumes responsibility to pay wages to Covered Employees, to collect and pay payroll taxes on such wages, and to pay for employee benefits under the Agreement (if any), regardless of payments by Client to PEO.
- b. Client retains sufficient direction and control over Covered Employees as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
- c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the Agreement. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the Agreement and state law during the term of co-employment by PEO of the Covered Employee.
- d. Client is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Client's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Client.
- e. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment agreement, insurance contract or bond.

39. Texas

- a. Pursuant to Texas Professional Employer Organization Act, §91.032, PEO: (1) shares with Client the right of direction and control over Covered Employees; (2) assumes responsibility for the payment of wages to Covered Employees without regard to payments by Client to PEO; (3) assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees; (4) shares, with Client the right to hire, fire, discipline, and reassign Covered Employees; and (5) shares with Client the right of direction and control over the adoption of employment and safety policies and the management of workers' compensation claims, claim filings, and related procedures.
- b. Client retains responsibility for: (1) the direction and control of Covered Employees as necessary to conduct Client's business, discharge any applicable fiduciary duty, or comply with any licensure, regulatory, or statutory requirement; (2) all goods and services produced by Client, including those produced or provided by Covered Employees; and (3) the acts, errors, and omissions of Covered Employees.
- c. Client is solely obligated to pay any wages for which: (1) the obligation to pay is created by an agreement, contract, plan, or policy between Client and the Covered Employee; and (2) PEO has not contracted to pay.
- d. Any unresolved complaints concerning PEO or questions concerning the regulation of PEOs may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, Telephone: (512) 463-6599.
- e. Client and PEO each certify that the Agreement and this Addendum meet the requirements and conditions set forth in Title 34, Texas Administrative Code, Part 1, Chapter 3, Subchapter O, Rule §3.364 and that both PEO and Client will retain a copy of this certification in their respective files.

40. Utah

- a. Pursuant to §31A-40-202 of the Utah Professional Employer Organization Licensing Act, PEO assumes responsibility for: (1) the payment of wages to Covered Employees; (2) for the withholding, remittance, and reporting of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (3) make appropriate payments for the provision of Employee Benefits to Covered Employees (if applicable).
- b. PEO retains a right to hire, discipline, or terminate a Covered Employee to the extent necessary to fulfill PEO's obligations under this Agreement and state law.
- c. PEO will secure workers' compensation insurance coverage for Covered Employees in a manner consistent with Utah Code § 31A-40-209.

41. Vermont

- a. PEO and Client acknowledge joint and several liability for protections required by or damages due under state laws designated to protect the health, safety, or welfare of Covered Employees.

42. Virginia

- a. In the event that PEO elects to terminate this Agreement, Client will cooperate with PEO in providing written notification of such intent to terminate to each Covered Employee, as required by state law.
- b. Client retains responsibility to comply with the insuring requirement of § 65.2-801 of the Code of Virginia with respect to any of Client's workers who are not Covered Employees.

43. Washington

- a. Client will register and/or maintain its registration with the Washington Employment Security Department and obtain and/or maintain an employment security account number, in accordance with state law.

- b. Client will cooperate with PEO to complete and submit a Power of Attorney for Unemployment Insurance, in accordance with state law.

44. West Virginia

- a. Pursuant to West Virginia Code Section 33-46A-6, PEO: (i) assumes responsibility for the payment of wages to Covered Employees; (ii) assumes responsibility for the withholding, collection, and remittance of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (iii) assumes responsibility for making appropriate payments for the provision of employee benefits to Covered Employees (if any).
- b. Client retains the exclusive right to hire, discipline, and terminate Covered Employees.
- c. Unless the Parties agree in writing that Client shall provide and maintain workers' compensation insurance coverage for Covered Employees, PEO shall provide and maintain workers' compensation coverage for Covered Employees. Regardless which Party provides and maintains workers' compensation insurance coverage for Covered Employees, such coverage shall be from a carrier authorized to do business in West Virginia.

45. Wisconsin

- a. Pursuant to Wisconsin's Statutes §108.02(21e), PEO: (i) retains a right to hire, terminate, reassign, and set the rate of pay of a Covered Employee; (ii) assumes responsibility for the payment of wages to Covered Employees from its own accounts; (iii) reserves a right of direction and control over Covered Employees; (iv) assumes responsibility for the withholding, remittance, and reporting of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (v) assumes responsibility for making appropriate payments for the provision of employee benefits to Covered Employees (if any).
- b. Client retains sufficient direction and control over Covered Employees as is necessary to conduct Client's business, to discharge any of Client's fiduciary responsibilities, or to comply with any licensure requirements applicable to Client or to a Covered Employee.
- c. Client is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, set the rate of pay, and terminate a Covered Employee.

46. Wyoming

- a. Client shares joint and several liability for any Covered Employees' unemployment taxes left unpaid by PEO or unemployment contribution reports for Covered Employees PEO failed to submit (if any).
- b. PEO reserves a right of direction and control over Covered Employees, including: (i) assigning Covered Employees to perform services for Client; (ii) setting the rate of pay of Covered Employees; (iii) assuming responsibility for the payment of wages to Covered Employees; (iv) retaining authority to assign or refuse to assign a Covered Employee to other clients of PEO if Covered Employee is unacceptable to Client; (v) determining assignments of Covered Employees even though Covered Employees may retain the right to refuse specific assignments; and (vi) negotiating with Client on matters of time, place, type of work, working conditions, quality and price of service.

AAU Policy Summary Sheet 03.02.2026

Amending Student Conduct and Discipline Policy

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 Policy. Other updates and clarifications have also been added to the policy 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.

Amending Fee Waiver Policy (for schools that include junior high or high school students)

HB 344 from the 2025 legislative session separates out courses for school fee charging purposes into “non-fee courses” (ELA, health education, math, science, and social studies) and “fee courses” (all courses that are not non-fee courses). This new law restricts what types of fees can be charged for such courses. It also specifies that beginning with the 26-27 school year, schools that have secondary students (students in grades 7-12) and award them credit toward graduation must provide at least one option for each graduation credit requirement that does not require the payment or waiver of a fee. However, there is an exception for charter schools that only offer the following for a given graduation requirement: an AP, IB, or CE course. HB 344 also extends the annual deadline by which schools must approve their fee schedules for the following school year, changing it from April 1 to June 1. The changes from HB 344 and R277-407 (which was last revised in December 2025) have been worked into the school’s Fee Waiver Policy.

Student Conduct and Discipline Policy

Adopted: June 9, 2017
Revised: March 25, 2019
Revised: June 25, 2020
Revised: July 27, 2020
Revised: June 23, 2021
Revised: June 28, 2022
Revised: October 24, 2023
Revised: August 26, 2024
Revised:

1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

The purpose of Ascent Academies of Utah’s (the “School”) Student Conduct and Discipline Policy is to help all students develop positive relationships with other students and adults, take responsibility for their actions and learning, and develop the self-discipline necessary to create an environment that is characterized by physical and emotional safety in order to enhance learning for everyone.

The School will foster a School and community-wide expectation of good citizenship for students and a sense of responsibility in the School community for rules and standards of behavior.

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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 of all students to assume proper 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.

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1.2 Beliefs and Expectations

The School’s beliefs and expectations set a positive and inviting culture for dealing with student behavior 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

1.3 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 parent or to the administrator or counselor, who will work together to set up a conference with the student, the parent, an administrator or counselor, and or the adult involved in order to resolve the conflict and mend the relationship

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

- The student will be subjected to consequences and positive behavior support to ensure that the 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 by actions such as:
 - Genuine apology to injured or affected parties
 - Demonstration of appropriate behaviors following the incident
 - Repair or replace any damaged items

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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 in accordance with this policy or the School's Parent Grievance Policy, as applicable.
- Parents will be notified when students are involved in situations that are deemed to be serious.
- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

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2. ENVIRONMENT

2.1 Safe School Environment

It is the School's policy to promote a safe and orderly school environment for all students and employees. Accordingly, the School holds all students, employees, and other adults to the highest standards of behavior in the classroom, on School grounds, in School vehicles, and during School-sponsored activities. Criminal acts or disruptive behavior of any kind will not be tolerated, and any individual who engages in such activity will be subject to disciplinary action, criminal prosecution, or both.

2.2 Discrimination Prohibited

It is the School's policy to provide equal educational and employment opportunity for all individuals. Therefore, the School prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran status. Complaints of discrimination or unfair application of this policy should be submitted pursuant to the School's applicable Grievance Policy.

3. DEFINITIONS

3.1 Suspension

For purposes of this policy, suspension means: (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.

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A student who is suspended for ten (10) or fewer days may, at the Campus Director'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.

3.2 Expulsion

For purposes of this policy, 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. Expelled students are excluded from all School programs or activities for the period of expulsion.

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

For purpose of the removal of a student with a disability from the student's current educational placement, a "change of placement" occurs if (a) the removal is for more than ten (10) consecutive school days or (b) the student is subjected to a series of removals that constitute a pattern because they total more than ten (10) school days in a school year or 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 outlined in Section 10 of this policy.

3.4 Disruptive Student Behavior

For purposes of this policy, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 4.1, below.

3.5 Parent

For purposes of this policy, "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.

3.6 Qualifying Minor

For purposes of this policy, "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.

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3.7 School Year

For purposes of this policy, "school year" means the period of time designated as the school year by the Board of Directors (the "Board") in the calendar adopted each year.

3.8 School-age Child

For purposes of this policy, "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.

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

4.1 Suspension

4.1.1 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 damage to or defacement of School property;

[c] behavior or threatened behavior that 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, electronic 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] any criminal activity;

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[i] any serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 4.1.2 below, that 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 and/or the School's Bullying and Hazing Policy.

4.1.2 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).

4.2 Expulsion

A student may be expelled from School for any violation listed under Section 4.1 of this policy if the violation is serious or persistent.

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

4.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, 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 (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“CMT”), which shall be comprised of the Campus Director, a counselor, and a teacher selected by them, accompanied by a parent; and

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[b] The CMT shall determine:

(i) what conditions must be met by the student and the student's parent for the student to return to School;

(ii) if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53G-8-208, and what conditions must be met by the student in order to ensure the safety of students and faculty at the School; and

(iii) if it would be in the best interest of both the School and the student to modify the expulsion term to less than a year, conditioned on approval by the Board and giving highest priority to providing a safe school environment for all students.

[c] For purposes of this policy, the term "firearm", "explosive", and "noxious or flammable material" include but are not limited to: guns, starter pistols, cap guns, bombs, bullets and ammunition, gasoline or other flammable liquids, mace, pepper spray, matches, and lighters.

4.3.2 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-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

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

4.4.1 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-sponsored activity;

[b] misuse or abuse, distribution, sale or arranging for the sale of prescription medication at School or a School-sponsored activity; 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.

4.4.2 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-sponsored activity.

4.4.3 Drug Testing

[a]Any student who is reasonably suspected of violating Section 4.4 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 4.4 may be required to provide a clean drug test and evidence of completion of drug assessment and/or 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,

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[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 4.4 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.

4.4.4 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-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

4.5 Gangs

For purposes of this policy, "gang" 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.

4.5.1 Gang Activity and Apparel Prohibited

Students who engage in any form of gang activity on or about School property, or at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "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, hand shakes, 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.

4.5.2 Confiscation of Gang Items

Subject to the search and seizure provisions of this policy, gang paraphernalia, apparel, or weapons may be confiscated by School officials at any time.

4.5.3 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.

4.6 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.

4.7 Possession or Use of Electronic Cigarette Products

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

4.7.2 The Campus Director or their designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 16 of this policy.

4.7.3 The Campus Director will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Campus Director 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.

5. AUTHORITY TO SUSPEND OR EXPEL

5.1 Authority to Suspend for Ten (10) School Days or Less for Regular Education Students

The Campus Director has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Campus Director 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.

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

The Campus Director has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total 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. The 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 suspended.

5.3 Authority to Suspend for Longer than Ten (10) School Days or Expel for Regular Education Students

Subject to the requirements for due process set forth in Section 9, below, the Lead Director may suspend a regular education student for longer than ten (10) school days and up to one (1) year or expel a regular education student.

Expulsions shall be reviewed by the CMT and the conclusions reported to the Board at least once each year if the parent of the expelled student has expressed a desire for the student to return to the School.

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5.3.1 Parental Responsibility

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent is responsible for undertaking an alternative education plan that will ensure that the student's education continues during the period of expulsion. The parent shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives which will reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent.

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5.3.2 The parent 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.

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5.3.3 The School shall contact the parent of each student under age 16 who has been suspended for longer than ten (10) school days or expelled from all School programs and services at least once a month to determine the student's progress if the parent of the student has expressed a desire for the student to return to the School.

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5.4 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.

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regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

5.5 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 Lead Director or Campus Director, 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 5.2 and 5.3.

6. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR – Utah Code Ann. § 53G-8-210

6.1 Efforts to Resolve Disruptive Student Behavior Problems

6.1.1 Information About Resources. The School will provide to a parent of a student who engages in disruptive student behavior a list of resources available to assist the parent in resolving the student’s disruptive behavior problem.

6.1.2 Procedures for Resolving Problems. The Campus Director or a teacher or counselor designated by the Campus Director will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the student’s behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented. The notices of disruptive student behavior described in Section 6.2 and 6.3 below are issued at the discretion of the Lead Director or Campus Director and are not required to be issued prior to suspending or expelling a qualifying minor.

6.2 Notice of Disruptive Student Behavior

6.2.1 Authorization and Criteria. The Lead Director and Campus Director are authorized to issue notices of disruptive student behavior qualifying minors who;

[a] engage in “disruptive student behavior” that does not result in suspension or expulsion three times during the school year; or

[b] engage in disruptive student behavior that results in suspension or expulsion once during the school year.

6.2.2 Contents of Notice. A notice of disruptive student behavior will:

[a] require the qualifying minor and a parent of the qualifying minor to whom the notice is issued to (i) meet with School authorities to discuss the qualifying minor’s disruptive

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¶ 6.2.2 Criteria for Issuing Notice. The Campus Director will issue a “notice of disruptive student behavior” to a qualifying minor who...

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student behavior; and (ii) cooperate with the Campus Director and the Board in correcting the student's disruptive student behavior; and

[b] be mailed by certified mail to, or served in person on, a parent of the qualifying minor.

6.2.3 Contesting Notice. A qualifying minor, or a qualifying minor's parent, may contest a notice of disruptive student behavior by requesting in writing, within ten (10) business days after receipt of the notice, a meeting with the CMT at which the parent and the CMT will discuss the facts related to the student's behavior, the basis of the parent's concerns with or objections to the issuance of the notice, and efforts that have been made to address the behavior problems.

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6.3 Habitual Disruptive Student Behavior Notice

6.3.1 Authorization and Criteria. The Lead Director or Campus Director may issue a "habitual disruptive student behavior notice" to a qualifying minor who:

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[a] engages in disruptive student behavior that does not result in suspension or expulsion at least six times during the school year;

[b] (i) engages in disruptive student behavior that does not result in suspension or expulsion at least three times during the school year; and (ii) engages in disruptive student behavior that results in suspension or expulsion at least once during the school year; or

[c] engages in disruptive student behavior that results in suspension or expulsion at least twice during the school year.

6.3.2 Notice to Parents. Within five (5) days after the day on which a habitual disruptive student behavior notice is issued, the Lead Director or Campus Director shall provide documentation to a parent of the qualifying minor who receives the notice of the efforts made by a School representative under Section 7, below.

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

[a] "Mobile crisis outreach team" means a crisis intervention service for minors or families of minors experiencing behavioral health or psychiatric emergencies.

[b] "Restorative justice program" means a school-based program or a program used or adopted by a school that is designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.

[c] "Youth court" means the same as that term is defined in § 80-6-901, including that it is a diversion program that provides an alternative disposition for cases involving minors who have committed minor offenses in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

6.4.2 Alternative School-Related Interventions. The Board may establish or partner with a certified youth court program or establish or partner with a comparable restorative justice program. The School may refer a student to youth court or a comparable restorative justice program in accordance with § 53G-8-211.

6.4.3 Referrals of Minors. A qualifying minor to whom a habitual disruptive student behavior notice is issued under Section 6.3.1 may not be referred to the juvenile court. The School will follow § 53G-8-211 with respect to referring a minor who is alleged to be a habitual truant or is alleged to have committed an offense on School property when School is in session or during a School-sponsored activity. In accordance with § 53G-8-211:

[a] if the alleged offense on School property is a class C misdemeanor, an infraction, or a status offense, or a minor is alleged to be a habitual truant, the minor shall be referred:

(i) to an evidence-based alternative intervention, including:

(1) a mobile crisis outreach team;

(2) youth services center, as defined in § 80-5-102;

(3) a certified youth court, as defined in § 80-6-901, or comparable restorative justice program;

(4) an evidence-based alternative intervention created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v);

(5) a tobacco cessation or education program if the offense is a violation of § 76-10-105; or

(6) truancy mediation; or

(ii) for prevention and early intervention youth services, as described in § 80-5-201, by the Division of Juvenile Justice and Youth Services if the minor refuses to participate in an evidence-based alternative intervention described above.

[b] Except as provided in Subsection [c] below, if a minor is alleged to have committed an offense on School property that is a class C misdemeanor, an infraction, or a status offense, the minor may be referred directly to a law enforcement officer or agency or a court only if:

(i) the minor allegedly committed an offense on School property on a previous occasion; and

(ii) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in Subsection [a] above for the previous offense.

[c] If a minor is alleged to have committed a traffic offense that is an infraction, the minor may be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense.

[d] If a minor is alleged to have committed an offense on School property that is a class B misdemeanor or a class A misdemeanor, the minor may be referred directly to a court or to the evidence-based alternative interventions in Subsection [a] above.

[e] If a minor is alleged to be a habitual truant, the minor may be referred to a law enforcement officer or agency or a court if:

(i) the minor was previously alleged of being a habitual truant at least twice during the same school year; and

(ii) the minor was referred to an evidence-based alternative intervention, or for prevention and early intervention youth services, as described in Subsection [a] above for at least two of the previous habitual trancies.

[f] 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 Campus Director. After receiving such a notification, the Campus Director shall notify a law enforcement officer or agency if the Campus Director may refer the offense to a law enforcement officer or agency as explained above in this Section. The Campus Director shall also notify the Lead Director as well as other School personnel if the Campus Director determines that other School personnel should be informed.

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6.4.4 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.

7. ALTERNATIVES TO EXPULSION, OR CHANGE OF PLACEMENT FOR FREQUENT OR FLAGRANT DISRUPTIVE BEHAVIOR – Utah Code Ann. § 53G-8-207

A continuum of intervention strategies shall be available to help students whose behavior in School repeatedly falls short of reasonable expectations. Prior to suspending a student for more than ten (10) school days or expelling a student for repeated acts of willful disobedience, defiance of authority, or disruptive behavior which

are not so extreme or violent that immediate removal is warranted, good faith efforts shall be made to implement a remedial discipline plan to allow the student to remain in the School.

7.1 Before referring the student for long-term suspension, expulsion or change of placement under this Section, School staff should demonstrate that they have attempted some or all of the following interventions:

7.1.1 Talking with the student;

7.1.2 Class schedule adjustment;

7.1.3 Phone contact with the parent;

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7.1.4 Informal parent/student conferences;

7.1.5 Behavioral contracts;

7.1.6 After-school make-up time;

7.1.7 Short-term in-school suspension;

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7.1.8 Short-term at-home suspensions;

7.1.9 Appropriate evaluation;

7.1.10 Home study;

7.1.11 Alternative programs; or

7.1.12 Law enforcement assistance as appropriate.

7.2 Parental Attendance with Student – Utah Code Ann. § 5G-8-207(1)-(2).

As part of a remedial discipline plan for a student, the School may require the student's parent, with the consent of the student's teachers, to attend class with the student for a period of time specified by a designated School official. If the parent does not agree or fails to attend class with the student, the student shall be suspended in accordance with the provisions of this policy.

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8. DUE PROCESS FOR SUSPENSIONS OF TEN (10) SCHOOL DAYS OR LESS

The following procedure shall apply to all students facing suspension of ten (10) school days or less:

8.1 The Campus Director shall notify the student's custodial parent of the following

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without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent to meet with the Campus Director to review the suspension.

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8.2 The Campus Director shall also notify the non-custodial parent, if requested in writing, of the suspension.

8.2.1 Section 8.2 does not apply to the portion of School records which would disclose any information protected under a court order.

8.2.2 The custodial parent is responsible to provide the School a certified copy of any court order under subsection 8.2.1.

8.3 The Campus Director shall document the charges, evidence, and action taken.

8.4 Unless one of the exceptions below applies, before a suspension begins, the student shall be given notice of the charges, provided with an explanation of the evidence, and given an opportunity to present his/her version of the incident to the Campus Director. The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.

Moved down [1]: The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.

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8.4.1 In general, the notice and informal conference described in Section 8.4 above shall precede the student's removal from the School.

8.4.2 If, in the judgment of the Campus Director, notice and an informal conference is not possible because the student poses a danger to a person or property or an ongoing threat of substantially disrupting the academic process, he/she may be removed immediately. However, in such cases, the necessary notice and informal conference shall follow as soon as possible.

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9. DUE PROCESS FOR SUSPENSIONS OF MORE THAN TEN (10) SCHOOL DAYS AND EXPULSIONS

The following procedure shall apply to all students facing suspension of more than ten (10) school days or expulsion:

9.1 The Campus Director shall first follow the due process procedures set forth in Section 8 above. If, after following the due process procedures in Section 8, the Campus Director believes that a student should be suspended for more than ten (10) school days or expelled, the Campus Director may make the recommendation to the Lead Director, who will make the decision whether to impose such discipline. In the event the Lead Director decides that a student should be suspended for more than ten (10) school days or expelled, the Lead Director and Campus Director shall meet with the student's parent to discuss the charges against the student and the proposed discipline within five (5) school days after the suspension or expulsion began. If

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requested in writing, the Lead Director shall also notify the non-custodial parent of the suspension or expulsion as outlined in Section 8.2 of this policy. A suspension may not extend beyond ten (10) school days unless the student and the student's parent have been given a reasonable opportunity to meet with the Lead Director and respond to the allegations and proposed disciplinary action.

9.2 Notice to Student and Parent

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During the meeting required in Section 9.1, the Lead Director and Campus Director shall provide the student's parent with written notice that includes all of the following elements (or, if the student's parent refuses to meet, the Lead Director shall send the notice by certified mail, return receipt requested, to the student's parent within ten (10) school days after the suspension or expulsion began):

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9.2.1 a description of the alleged violation(s) or reason(s) giving rise to disciplinary action;

9.2.2 the penalty being imposed (duration of suspension or expulsion);

9.2.3 a statement that a due process hearing may be requested by providing the Lead Director with written notice within ten (10) school days of the parent's receipt of the notice;

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9.2.4 a statement that, if a due process hearing is requested, the Board president will designate a hearing officer to conduct the hearing;

9.2.5 a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a due process hearing is requested in a timely manner and the hearing officer determines otherwise;

9.2.6 the mailing date of the notice; and

9.2.7 a statement that, if a hearing is not requested within ten (10) school days after receipt of the notice, the decision to suspend or expel the student will be final, and the parent's right to oppose the decision will be waived.

9.3 Hearing Procedures

If a Due Process Hearing is requested in response to the notice sent pursuant to Section 9.2 of this policy, the following procedures shall apply:

9.3.1 After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request unless the student's parent agrees otherwise.

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9.3.2 A written Hearing Notice shall be sent to the parent, informing the parent that the Due Process Hearing will be conducted before a hearing officer selected by the Board and of the following information:

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[a] the date, place, and time of the hearing;

[b] the circumstances, evidence, and issues to be discussed at the hearing;

[c] the right of all parties to have legal counsel present;

[d] the right of all parties to present evidence;

[e] the right of all parties to cross-examine witnesses subject to the hearing officer's determination that this right should be limited to protect student witnesses from retaliation, ostracism or reprisal; and

[f] the right of all parties to examine all relevant records.

9.3.3 The hearing officer shall conduct the Due Process Hearing on the record and shall:

[a] ensure that a written record of the Hearing is made, a copy of which shall be provided to all parties upon request, with the cost borne by the School;

[b] consider all relevant evidence presented at the Hearing;

[c] allow the right to cross-examination of witnesses, unless the hearing officer determines that this right should be limited to protect student witnesses from ostracism, retaliation or reprisal;

[d] allow all parties a fair opportunity to present relevant evidence; and

[e] issue a written decision including findings of fact and conclusions.

9.3.4 Hearing Rules

Formal Rules of Evidence do not apply to the Due Process Hearing, and no discovery is permitted. However, the following rules will apply:

[a] parties may have access to information contained in the School's files to the extent permitted by law;

[b] hearings shall be closed to the press and the public;

[c] documents, testimony, or other evidence submitted by the parties after the hearing will not be considered by the hearing officer; and

[d]the hearing officer may excuse witnesses or parties or suspend or terminate a hearing if persons involved in the hearing are abusive, disorderly, disruptive, or if they refuse to abide by the rules and orders of the hearing officer.

9.4 Appeals

9.4.1 Within ten (10) working days following receipt of the Hearing Officer's written decision, either party may appeal the decision, in writing, to the Board.

9.4.2 Within ten (10) working days following receipt of the appeal, the Board shall rule on the appeal.

10. DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS 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 Utah State Board of Education Special Education Rules shall be followed, including prior written notice to parents, regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

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10.1 Required Services

10.1.1 504 and ADA Students

When a determination is made that the conduct of a 504 or ADA student (but not a student who is disabled under IDEA) is not a manifestation of the student's disability pursuant to Section 10.5, the student shall be subject to the same disciplinary consequences as regular education students, up to and including expulsion from School; however, the School must continue to provide education services in accordance with guidelines established by the Utah State Board of Education.

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10.1.2 IDEA

A school need not provide services during periods of removal to a student with a disability under IDEA who has been removed from his or her current placement for ten (10) school days or less in that school year if services are not provided to a student without disabilities who has been similarly removed.

If a student with a disability under IDEA has been removed from his or her current placement for more than ten (10) school days in the same school year, for the remainder of the removals the School shall provide services to the extent necessary to enable the student to progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. School personnel, in consultation with the student's special education teacher, determine the extent to which services are necessary to enable the student to appropriately progress in the general curriculum and

advance toward achieving the goals set out in the student's IEP.

10.2 Change of Placement for Weapons, Drugs, or Serious Bodily Injury

A student's IEP team may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than forty-five (45) school days, if:

10.2.1 The student carries a weapon to or possesses a weapon at School, on School premises, or to or at a School-sponsored activity; or

10.2.2 The student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School, on School premises, or at a School-sponsored activity; or

10.2.3 The student has inflicted serious bodily injury upon another person while at School, on School premises, or at a School-sponsored activity.

10.3 Change of Placement Due to Student's Serious Misconduct

School officials may request an expedited due process hearing in order to change the placement of a student with a disability to an appropriate interim alternative educational setting, recommended by the student's IEP team, for not more than forty-five (45) school days. A hearing officer may order such a change, if he/she:

10.3.1 Determines that School officials have demonstrated by substantial evidence that maintaining the current placement of a student is substantially likely to result in injury to the student or others;

10.3.2 Considers the appropriateness of the student's current placement;

10.3.3 Considers whether School officials have made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services; and

10.3.4 Determines that the interim alternative educational setting being recommended by School officials (1) has been selected so as to enable the student to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in that IEP: and (2) includes services and modifications designed to address the behavior at issue so that it does not recur.

10.4 Parental Notice

As soon as a decision is made by School officials to remove a student with a disability from his/her current placement for more than ten (10) school days, the student's parents must be notified of that decision and of all procedural safeguards outlined by law and School policy.

10.5 IEP Meetings for Manifestation Determination

10.5.1 Immediately, if possible, but in no case later than ten (10) school days after the date on which the decision is made to remove the student from the current placement, a review must be conducted of the relationship between the student's disability and the behavior subject to the disciplinary action.

10.5.2 The manifestation review must be conducted by the student's IEP team and other qualified School personnel.

10.5.3 In conducting the manifestation review, the IEP team may determine that the behavior of the student was not a manifestation of student's disability only if the IEP team:

[a] First considers, in terms of behavior subject to disciplinary action, all relevant information, including:

(i) Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the student;

(ii) Observations of the student; and

(iii) The student's IEP and placement; and

[b] Then determines whether:

(i) The conduct in question was caused by or had a direct and substantial relationship to the child's disability; or

(ii) The conduct in question was the direct result of the School's failure to implement the student's IEP.

10.5.4 If the IEP team determines that either of the standards above was met, the behavior must be considered a manifestation of the student's disability.

10.5.5 Determination that Behavior was not Manifestation of Disability

If the result of the manifestation review is a determination that the behavior of a student with a disability was not a manifestation of the student's disability, the relevant

disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities, except that a free appropriate public education must still be made available to the student if the student is suspended or expelled from School.

10.5.6 Determination that Behavior was Manifestation of Disability

If the result of the manifestation review is a determination that the behavior of a student with a disability was a manifestation of the student's disability, the student must remain in or be returned to the prior placement.

10.6 IEP Meetings for Functional Behavioral Assessments

10.6.1 Post-Discipline Functional Behavioral Assessments

If School officials have not conducted a functional behavioral assessment and implemented a behavioral intervention plan for the student before the behavior that results in a removal from School for longer than ten (10) school days or a change of placement to an interim alternative educational setting, School officials shall convene an IEP meeting to develop an assessment plan and appropriate behavioral interventions to address that behavior.

10.6.2 Pre-Discipline Behavioral Intervention Plans

If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it, as necessary, to address the behavior.

10.7 Placement During Appeals and Stay Put

10.7.1 If a parent requests a due process hearing to challenge the interim alternative educational setting or the manifestation determination, the student must remain subject to the disciplinary action pending the decision of the hearing officer or until the expiration of the forty-five (45) school day period, whichever occurs first, unless the parent and School officials agree otherwise.

10.7.2 If a student is placed in an interim alternative educational setting and School personnel propose to change the student's placement after expiration of the interim alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the student must remain in the current placement (the student's placement prior to the interim alternative education setting), unless School officials succeed in getting an order through an expedited hearing as described in Section 10.3.

11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN(S)

11.1 Elements of Plan(s)

The Lead Director 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:

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

11.1.2 effective instructional practices for teaching student expectations;

11.1.3 systematic methods for reinforcing expected behaviors;

11.1.4 uniform and equitable methods for correcting student behavior;

11.1.5 procedures for re-teaching behavior expectations followed by effective, evidence-based interventions matched to student needs before suspension or court referral;

11.1.6 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; and

11.1.7 procedures for responding to reports received through the SafeUT Crisis Line under Utah Code Ann. § 53H-4-210.

11.2 Plan(s) Consistent with this Policy

The administrative Student Conduct and Discipline Plan(s) shall be consistent with this policy. 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.

12. 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 may not be allowed to invoke due process procedures to challenge the denial of extracurricular participation.

13. RE-ADMISSION OF EXPELLED STUDENTS AND DENIAL OF ADMISSION BASED ON PRIOR EXPULSION – Utah Code Ann. §53G-8-205(3)

A student who is expelled from the School can only be re-admitted to the School through the School's standard lottery procedures.

A student may be denied admission to the School if he or she was expelled from the

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¶ [a] self-discipline;¶

¶ [b] citizenship;¶

¶ [c] civic skills; and¶

¶ [d] social emotional skills

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Deleted: 11.1.6 uniform and equitable methods for at least annual school level data-based evaluations of efficiency and effectiveness;¶

¶ 11.1.7 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;¶

¶ 11.1.8 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;¶

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

¶ 11.1.10 policies and procedures for responding to poss... [1]

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¶ 11.1.16 identification of individuals who shall receive no... [2]

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School or any other school during the preceding 12 months.

14. INVESTIGATIONS

Whenever the Campus Director has reason to believe that School rules or policies have been broken, he or she shall proceed with an investigation. However, if the Campus Director believes that laws have been broken or child abuse has occurred, he/she shall request appropriate authorities to conduct the investigation.

14.1 General Investigation Guidelines for Campus Director

The Campus Director has the authority and duty to conduct investigations and to question students pertaining to infractions of school rules, whether or not the alleged conduct is a violation of criminal law. The Campus Director shall conduct investigations according to the following general guidelines:

14.1.1 The Campus Director shall conduct investigations in a way that does not unduly interfere with School activities.

14.1.2 The Campus Director shall separate witnesses and offenders in an attempt to keep witnesses from collaborating their statements and have all parties provide separate statements concerning the incident under investigation; written statements are preferable, if possible.

14.1.3 The Campus Director shall advise students suspected of wrongdoing orally or in writing of the nature of the alleged offense.

14.1.4 Students must be provided an opportunity to give their version of the incident under investigation; however, refusals to respond or provide information should be respected.

14.1.5 When questioning students as part of an investigation, School staff should have another adult present whenever possible.

14.1.6 The Campus Director shall accommodate students with disabilities and young children unable to write their own statements through use of tape recorders, scribes, etc.

14.1.7 All students involved in the investigation shall be instructed that retaliation is prohibited. Any act of reprisal against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing is strictly prohibited and subject to disciplinary action.

14.1.8 When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must

be given proper notice of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.

14.2 Coordination with Law Enforcement

The Campus Director has the responsibility and the authority to determine when the help of law enforcement officers is necessary, as outlined in this policy and Utah State law.

14.2.1 The School administration may invite law enforcement officials to the School to:

[a] conduct an investigation of alleged criminal conduct on the School premises or during a School-sponsored activity;

[b] maintain a safe and orderly educational environment; or

[c] maintain or restore order when the presence of such officers is necessary to prevent injury to persons or property.

14.2.2 Investigation of Criminal Conduct

During an investigation for violation of School rules, it may become evident that the incident under investigation may also be a violation of criminal law. If the School official has reason to suspect that a criminal act has been committed and, in the opinion of the Campus Director, law enforcement should be notified, the following procedure should be followed:

[a] The Campus Director shall request that law enforcement officers conduct an investigation during school hours and question students who are potential witnesses to the alleged criminal behavior.

[b] The School official shall inform the student's parent as soon as possible that the student may have committed a criminal act and that law enforcement authorities will be involved in the investigation.

[c] Unless circumstances dictate otherwise, questioning of the student by School officials shall not begin or continue until the law enforcement officers arrive.

[d] Reasonable attempts shall be made to contact the student's parents who, unless an emergency exists, shall be given the opportunity to meet with the student and to be present with the student during questioning by law enforcement authorities.

[e] The Campus Director shall document the contact or attempted contact with the student's parents. If the Campus Director cannot contact the student's parent, or if the parent is unable to be present with the student for questioning, the Campus Director shall be present and document generally what occurs during the interview.

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[f] The student shall not be questioned by law enforcement unless or until he/she has received Miranda warnings from the officer.

[g] If the parent or student refuses to consent to questioning by law enforcement authorities, the law enforcement authorities shall determine the course of action to be pursued.

14.2.3 Investigation Initiated by Law Enforcement Authorities

School officials shall cooperate with law enforcement authorities who are carrying out official duties such as investigating crimes, serving subpoenas, etc.

[a] When law enforcement officers can show a need to do so, they shall be permitted to conduct an investigation on School grounds during School hours.

[b] Such a need will ordinarily be shown if delay in police investigation might result in danger to a person, flight from jurisdiction by a person reasonably suspected of a crime, or destruction of evidence. In such cases:

(i) The officers shall be required to get prior approval of the Campus Director or other designated person before beginning an investigation on School premises.

(ii) The Campus Director shall document the circumstances warranting the investigation as soon as practical.

(iii) Alleged criminal behavior related to the School environment brought to the Campus Director's attention by law enforcement officers shall be dealt with under the provisions of Section 14.1.

(iv) Law enforcement officials (investigating School-related or student-related crimes) may not have access to student education records, aside from directory information, unless they have a subpoena or court order or permission from a parent.

14.2.4 Release of Student to Law Enforcement Official

[a] Students may not be released to law enforcement authorities voluntarily by School officials unless the student has been placed under arrest or unless the parent and the student agree to the release.

[b] When students are removed from School for any reason by law enforcement authorities, every reasonable effort shall be made to contact the student's parent immediately except in cases of child abuse and neglect. Such effort shall be documented.

[c] The Lead Director shall immediately notify the Board of the removal of a student from School by law enforcement authorities.

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[d] Where it is necessary to take a student into custody on School premises, the law enforcement officer shall contact the Campus Director and relate the circumstances necessitating such action.

[e] Whenever the need arises to make arrests or take students into custody on School premises, the Campus Director shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.

[f] When possible, the Campus Director shall have the student summoned to the Campus Director's office before the student is taken into custody.

[g] When a student has been taken into custody or arrested on School premises without prior notification to the Campus Director, the School staff present shall encourage the law enforcement officers to tell the Campus Director of the circumstances as quickly as possible. If the officers decline to tell the Campus Director, the School staff members present shall immediately notify the Campus Director.

14.2.5 Quelling Disturbances of School Environment

Law enforcement officers may be requested to assist in controlling disturbances of the School environment that a Campus Director has found to be unmanageable by School personnel and that has the potential of causing harm to students and other persons or to property. Such circumstances include situations where a parent or member of the public exhibits undesirable or illegal conduct on or near School grounds or at a School-sponsored activity and who refuse to abide by the Campus Director's directive to leave the premises.

15. 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, the Board recognizes that 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:

15.1 General Guidelines for Searches of Person or Property

15.1.1 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 15.2 of this policy.

15.1.2 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, alcohol, controlled substances, electronic cigarette products, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

15.2 Searches of Personal Belongings

15.2.1 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.

15.2.2 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.

15.3 Searches of Person

15.3.1 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 of the same sex, where practical, as the student being searched;

[b] The search shall be observed by an objective third party of the same sex, where practical, as the student being searched (i.e., Campus Director, 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;

[d] Under no circumstances may School officials require students to remove any other items of clothing or touch students in any way during the search.

[e] 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.

[f] In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to the investigation guidelines in Section 14 of this policy.

15.4 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:

15.4.1 The time, place and date of the search;

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

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

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

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

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

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

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

16.1.1 If the President of the Board or the Lead Director of the School 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 or Lead Director shall notify the student's Campus Director 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.

16.1.2 Upon receipt of the information about a student's serious offense (whether from the President of the Board, the Lead Director, or directly from the juvenile court or law enforcement agency), the Campus Director 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

16.1.3 Upon receipt of the information about a student's serious offense or sexual crime (whether from the President of the Board, the Lead Director, or directly from the juvenile court or law enforcement agency), the Campus Director shall, if the student is still enrolled in the School, notify staff members who, in the Campus Director'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.

16.2 Multidisciplinary Team and Reintegration Plan

16.2.1 In addition to complying with the requirements above, the School shall, within five (5) days after receiving a notification described in Section 16.1.1 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. 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.

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16.2.2 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.

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

16.2.4 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.

16.2.5 The School shall not reintegrate a student into a School campus where:

[a] a student or staff member of the campus has a protective order against the student being reintegrated; or

[b] a student or staff member of the campus 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.

If the circumstances above exist, the multidisciplinary team shall determine if the student is eligible to be offered placement at a different campus of the School.

16.2.6 The School may elect to not integrate a student into a School campus 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.

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

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16.3 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 this policy.

16.4 Student Discipline Records/Education Records

School officials may include appropriate information in the education record of any student concerning disciplinary action taken against the 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.

16.4.1 Disclosure of Discipline Records to Other Educators

School officials may disclose student discipline information described above to teachers and other School officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

16.4.2 Disclosure of Discipline Records to Other Agencies

School officials shall not release personally identifiable student discipline records to other government agencies, including law enforcement agencies, unless the agency produces a subpoena or court order (need for standing court order from juvenile court), the student's parent has authorized disclosure, or a FERPA exception applies.

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17. EMERGENCY SAFETY INTERVENTIONS

A School employee may not use physical restraint on a student or place a student in seclusion, except as a necessary emergency safety intervention in compliance with this Section.

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17.1 Definitions

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

17.1.2 "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.

17.1.3 "Emergency safety intervention" ("ESI") means the use of seclusion or physical restraint when a student presents an immediate danger to self or others. An ESI may not be used for disciplinary purposes.

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17.1.4 "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.

17.1.5 "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 Lead Director or Campus Director to utilize an ESI at the School when necessary.

17.1.6 "Mechanical restraint" means the use of any device or equipment to restrict a student's freedom of movement.

17.1.7 "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).

17.1.8 "Physical restraint" means a personal restriction that immobilizes or significantly reduces the ability of a student to move the student's arms, legs, body, or head freely.

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17.1.9 "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.

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17.1.10 "Seclusion," 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.

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17.1.11 "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.

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17.1.12 "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.

17.2 General Procedures

17.2.1 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.

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17.2.2 Key Identified School Employees shall receive comprehensive ESI training in addition to the 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.

17.2.3 An ESI shall:

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

[b] be released under the following circumstances (release criteria):

(i) as soon as the student is no longer an immediate danger of physical harm to self or others (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

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(ii) 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);

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

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[e] be documented and reported, as required.

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

17.2.5 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.

17.3 Students with Disabilities Receiving Special Education Services

17.3.1 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 LRBI policies and procedures for special education/504 programs.

17.3.2 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 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.

17.4 Physical Restraint

17.4.1 Key Identified School Employees may, in accordance with Section 17.2.3, and when acting within the scope of employment, use 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.

17.4.2 Key Identified School Employees may use reasonable and necessary physical restraint only;

[a] in self-defense;

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

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

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

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

17.4.3 When an employee exercises physical restraint as an ESI on a student, the

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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, 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.

17.4.4 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.

17.4.5 Despite the foregoing, a Key Identified School Employee shall first use the least restrictive intervention available to the employee, including a physical escort, to address circumstances described in Section 17.4.1. In addition, nothing in this Section prohibits a Key Identified School Employee from subsequently using less restrictive interventions to address circumstances described in Section 17.4.1.

17.4.6 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 Lead Director or Campus Director and medical personnel shall be notified when warranted.

17.5 Seclusion

17.5.1 A Key Identified School employee may, in accordance with Section 17.2.3, and when acting within the scope of employment, place a student who is in grade 1 or higher in seclusion 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

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shall not be placed in seclusion.

17.5.2 Key Identified School Employees may use seclusion only when:

[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;

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

[e] the seclusion is time-limited to a maximum time of 30 minutes, per occurrence, and monitored.

17.5.3 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.

17.5.4 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 Lead Director or Campus Director and medical personnel shall be notified when warranted.

17.5.5 The Lead Director or Campus Director 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

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

17.5.6 The Lead Director or Campus Director 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.

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

17.6 Notification of the Use of an ESI

17.6.1 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, and

[b] School administration.

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

17.6.2 Parent notifications made under this Section shall be documented in the School's student information system.

17.7 Documentation of the Use of an ESI

17.7.1 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.

17.7.2 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 restrained that was used.

17.7.3 Within 48 hours of using an ESI on a student, the School shall notify the parent that the parent may request a copy of any notes or additional documentation taken during the use of the ESI.

17.7.4 A parent may request a time to meet with School staff and administration to discuss the use of an ESI.

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

17.8 Emergency Safety Intervention (ESI) Committee

17.8.1 The School shall establish an ESI committee that includes:

[a] at least one administrator;

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

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

[d] at least one other licensed educator.

17.8.2 The ESI committee shall:

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

[b] determine and recommend professional learning needs;

[c] develop policies for processes to resolve concerns regarding the use of ESIs; 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.

17.9 ESI Records and Reporting

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

17.9.2 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 17.7.

18 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 or cause the infliction of corporal punishment on a student will be subject to discipline up to and including termination. School personnel

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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.

19. TRAINING

19.1 All new employees shall receive information about this policy 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 this policy, the Student Conduct and Discipline Plan, and the School's commitment to a safe and orderly school environment.

19.2 Employees who have specific responsibilities for investigating, addressing, and resolving issues addressed in the policy shall receive annual training on this policy and related legal developments.

19.3 The Campus Director shall be responsible for informing students, parents, and staff of the terms of this policy and the Student Conduct and Discipline Plan, including the procedures outlined for investigation and resolution of violations.

20. REPORTING ON SUSPENSIONS AND EXPULSIONS

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

20.2 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.

20.3 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).

21. POLICY DISSEMINATION AND REVIEW

21.1 This policy shall be posted in a prominent location in the School and on the School's website. The policy shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.

21.2 This policy shall be reviewed as necessary with appropriate revisions recommended to the Board. The data described in Section 20 may be used by the School to evaluate the efficiency and effectiveness of this policy.

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Fee Waiver Policy

Adopted: December 11, 2013

Revised: v

Deleted: October 29, 2024

Purpose

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

Policy

Under the direction of the Board, the School's Lead Director 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

"Common education expense"

- (a) means an expense the School incurs that is related to the delivery of instruction for all courses, unrelated to a specific course, program, or activity; and
- (b) includes the employment of educators and staff, the provision of capital facilities, and operation and maintenance costs.

"Course" or "class"

- (a) means an activity, a course, or a program that the School:
 - (i) intends to deliver instruction;
 - (ii) provides, sponsors, or supports; and
 - (iii) conducts primarily during school hours.
- (b) includes a course in which a student is required to enroll as a condition of participation in a separate extracurricular activity.

"Discretionary project" means a project that a student completes in lieu of or in addition to a required classroom project in accordance with Section 53G-7-503.

"Extracurricular activity"

- (a) means an activity or a program that:
 - (i) is not a course; and
 - (ii) the School provides, sponsors, or supports.

Deleted: "Co-curricular activity" means an activity, course, or program that:
is an extension of a curricular activity;
is included in an instructional plan and supervised or conducted by a teacher or educational professional;
is conducted outside of regular School hours;
is provided, sponsored, or supported by the School; and
includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:
intended to deliver instruction;
provided, sponsored, or supported by the School; and
conducted only during School hours.

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(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 School terms, describes, requests, or requires the charge, expense, deposit, rental, or payment, directly or indirectly;
- (b) in the form of money, goods, or services; and
- (c) that is a condition to a student's full participation in or admission to an activity, course, or program that the School provides, sponsors, or supports.

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"Fee" includes:

- (a) payments to a third party that provides a part of a School activity, class, or program; and
- (b) a fine other than a fine described below.

Deleted: <#>charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;¶

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Deleted: <#>charges or expenditures for classroom instructional equipment or supplies;¶ charges or expenditures for School activity clothing; and¶

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"Fee" does not include:

- (a) a student fine that the School approves for:
 - (i) failing to return School property;
 - (ii) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior, including defacing or damaging School property 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:
 - (i) is a pledge securing the return of School property; and
 - (ii) the School refunds 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 that a student or the student's family raises through fundraising.

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"Fee course" means a course that is not a non-fee course.

"Instructional equipment"

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

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"Instructional supply"

- (a) means a non-reusable or a consumable material or supply that is necessary to use, expend, or deplete as a component or element of an activity, course, or program in a secondary school.

(b) does not include a personal student supply for a secondary student.

“Non-fee course” means a course that results in course credit or a course grade within the core standards the USBE establishes under Section 53E-4-202 and other statutory requirements for:

- (a) English language arts;
- (b) health education;
- (c) mathematics;
- (d) science; and
- (e) social studies

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

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“Personal student supply”

- (a) means, for a secondary student, an object, tool, material, or supply that:
 - (i) is the personal property of the student;
 - (ii) regardless of the use of the supply in the instructional process, individuals not enrolled in the course or activity also commonly purchase and use;
and
 - (iii) has a high probability of regular use in activities other than School-sponsored activities.
- (b) includes pencils, papers, notebooks, crayons, scissors, and basic clothing.

“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 that:

- (a) meet specific requirements, including requesting a specific brand, fabric, or imprint;
- (b) the School requires a student to provide and to wear for an activity-, course-, or program-related activity; and
- (c) that the student rents while participating in the activity, or become the property of the student upon exiting the activity, course, or program.

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"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) a secondary school owns; and
- (d) a student uses as part of an activity, course, or program in a secondary school.

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is owned by ...

"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 School equipment, instructional equipment, or instructional supplies.

"Waiver" means a full release from:

- (a) a requirement to pay a fee; and
- (b) any provision in lieu of fee payment.

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General School Fees Provisions

The School may only charge a fee for an activity, class, or program provided, sponsored, or supported by the School that is noticed and authorized by School policies and state law.

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If the School imposes a fee:

- (a) the fee shall be directly related to the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee;
- (b) the fee shall be equal to or less than the expense described immediately above; and
- (c) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee that the School is prohibited from charging, including the normal expense of delivering instruction in a course.

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Deleted: 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

The School may not sell textbooks or otherwise charge a fee for textbooks, except for a textbook used for a concurrent enrollment, International Baccalaureate, or Advanced Placement course.

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

The School shall not charge a fee that is general in nature and for a service or good that does not have a direct benefit to the student paying the fee. In addition, the School may not charge a fee for a common education expense.

Deleted: 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

Beginning for the 2026-2027 school year, the School shall, with respect to awarding secondary students credit toward graduation, ensure that it has at least one option for each graduation requirement that:

Moved down [1]: The School may not charge students in grades K-6 fees to participate in the School's remediation programs.

- (a) fulfills the graduation requirement; and
- (b) does not require the payment or waiver of any fee.

However, the restriction above does not apply to the School if the School only offers one of the following for a given graduation requirement:

- (a) an Advanced Placement course;
- (b) an International Baccalaureate course; or
- (c) a concurrent enrollment course, as described in Section 53E-10-302.

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, or for any class or regular school day activity (except for discretionary projects), including assemblies and field trips.

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

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

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

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

Fees for Students in Seventh through Ninth Grade

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

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) relating to a non-fee course or a fee course, for:
 - (i) instructional equipment;
 - (ii) a School field trip or activity trip or performance, including related transportation, food, lodging, and admission charges or participation fees;
 - (iii) School activity clothing;
 - (iv) a discretionary project as described herein; or
 - (v) a competency remediation program in accordance with Section 53G-9-803;
- (b) an expense related to a course, activity, or program that is a fee course, including:
 - (i) instructional supplies;
 - (ii) the life-cycle replacement costs for School equipment directed related to the fee course;
 - (iii) a music instrument rental;
 - (iv) licensing fees for fine arts intellectual property; or

- (v) participating in a driver education course described in Section 53G-10-503;
- (c) an expense related to the following post-secondary-related courses, including tuition, college credit, an exam, or a textbook:
 - (i) an Advanced Placement course;
 - (ii) an International Baccalaureate course; or
 - (iii) a concurrent enrollment course, as described in Section 53E-10-302.

If the School charges fees for a fee course or a non-fee course, such fees are limited to those described above.

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.

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.

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.

Fees for Extracurricular Activities

The School may charge students in grades 7-9 fees for an extracurricular activity. The School may also charge students in grades K-6 fees for an extracurricular activity if it takes place outside of the regular school day and meets the other requirements described above. A fee for an extracurricular activity for students in grades 7-9 may

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

- (a) instructional equipment or supplies;¶
 - (b) a driver education course described in Utah Code § 53G-10-503;¶
 - (c) charter school application processing in accordance with Utah Code § 53G-6-503; or¶
 - (d) competency remediation programs in accordance with Utah Code § 53G-9-803;¶
 - (e) the life-cycle replacement costs for School equipment directly related to the co-curricular activity;¶
 - (f) a music instrument rental; or¶
 - (g) school activity clothing. If the School charges a fee for a co-curricular activity as set forth above, a fee for the portion of the co-curricular activity that is during the regular school day is limited to the fees described in subsections (a)-(g) above.¶
- Fees for Adult Education and Advanced Courses¶

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

Fees for Remediation Programs¶

¶ The School may charge students in grades 7-9 fees to participate in the School's remediation programs.¶
 The School may not charge students in grades K-6 fees to participate in the School's remediation programs.¶

Deleted: 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....

include the life-cycle replacement costs for School equipment directly related to the extracurricular activity.

A fee related to an extracurricular activity may not exceed the maximum fee amounts for the extracurricular activity adopted by the Board, as provided below.

Other Miscellaneous Fees

Fees for Adult Education

The School may charge students in grades 7-9 fees for an adult education course in accordance with Section 53E-10-202.

Fees for Remediation Programs

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

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

Fees for Charter School Application Processing

The School may charge students in grades 7-9 a fee for charter school application processing in accordance with Section 53G-6-503.

Fee Schedule

The Board will approve a Fee Schedule at least once each year on or before June 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 course 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.

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

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 Lead Director 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. The Fee Schedule shall clearly identify any fee for each activity, course, or program alongside the description of the activity, course, or program.

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 all requests must clearly state that donations and contributions by a student or parent are voluntary.

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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.

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

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

Fee Refunds

Student fees are non-refundable.

Budgeting and Spending Revenue Collected Through Fees

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

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.

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The School will establish a procedure to identify and address potential inequities due to the impact of the number of students who receive fee waivers at each campus.

The School will distribute the impact of fee waivers across the School's campuses so that no campus carries a disproportionate share of the School's total fee waiver burden.

School Fee Collections & Accounting Procedures

It is the responsibility of the Lead Director 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 Lead Director or Campus Director. Students may not collect fees.

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

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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 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 Lead Director will administer this policy and [either the Lead Director, Campus Director, or a designee](#) will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

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

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

Fee Waiver Eligibility

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

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

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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 School 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.

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

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

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

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

Appeal Process

Denial of eligibility for a waiver may be appealed in writing to the Campus Director or Lead Director 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 Campus Director or Lead Director to discuss the parent's concerns. If,

after meeting with the Campus Director or Lead Director, 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 Campus Director or Lead Director 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

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The Board will review and approve this policy annually.

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.

