



# Board Meeting Packet

Founded upon Montessori philosophy, the mission of Mountain West Montessori Academy is to facilitate student-centered learning and intellectual curiosity through an individualized and interdisciplinary curriculum, hands-on experience, and community involvement.

## March 24, 2026

**Mountain West Montessori Academy  
Board of Directors Meeting Agenda  
Tuesday, March 24, 2026**

**Location:** MWMA Library, 4125 W. Foxview Drive, South Jordan, UT 84009



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

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**AGENDA**

**2025-2026 BOARD PRIORITIES**

Expand Mathematics, Pedagogy & Fidelity  
Educate Stakeholders and Community about Montessori education  
Develop Artificial Intelligence Policies & Procedures

**6:00 PM – INTRODUCTORY ITEMS**

- Call to Order – Steve Barnes (2 minutes)
- School Mission (1 minute)

**6:03 PM – PUBLIC COMMENT (Items Not on the Agenda – Limit 3 Minutes)**

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

**6:03 PM – REPORTS**

- Administration
  - [State of the School](#) – Angie Johnson (20 minutes)
- Board of Directors
  - [Financial Update](#) – Andrew Marx/Cathie Hurst (2 minutes)

**6:25 PM – BOARD TRAINING**

- [Annual Open & Public Meetings Act Training](#) – Brandon Fairbanks (10 minutes)

**6:35 PM – CONSENT ITEMS**

- [January 26, 2026 Board Meeting Minutes](#)

**6:36 PM – VOTING ITEMS**

- [2026-2027 School LAND Trust Plan](#) – Angie Johnson (2 minutes)
- [2026-2027 School Fee Schedule](#) – Angie Johnson (2 minutes)

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- [Amend Fee Waiver Policy](#) – Brandon Fairbanks (2 minutes)
- [Amend Administration of Medication Policy](#) – Brandon Fairbanks (2 minutes)
- [Helpside Professional Employer Agreement Renewal](#) – Brandon Fairbanks (2 minutes)

**6:46 PM – DISCUSSION ITEMS**

- Calendaring – ALL (5 minutes)
  - Maria Montessori The Musical – April 17-18
  - Next Pre-Board Meeting – May 5<sup>th</sup> @ 11:45 a.m.
  - Next Board Meeting – May 18<sup>th</sup> @ 5 p.m. [Strategic Planning]

**6:51 PM – CLOSED SESSION** to discuss the character, professional competence, or physical or mental health of an individual and/or to discuss deployment of security personnel, devices, or systems pursuant to Utah Code 52-4-205(1)(a) & (f) [IF NEEDED]

**6:51 PM – ADJOURN**

**UPCOMING CALENDAR ITEMS**

**April**

2026-2027 Parent Handbook  
 Annual Comprehensive Guidance Data Review  
 Review Positive Behavior Plan  
*New Application for 3-yr Mental Health Grant (Due May 31<sup>st</sup>)*

**May**

Audit Engagement Letter  
 2026-2027 Strategic Planning  
 2026-2027 TSSA Plan  
 Property & Liability Insurance Renewal  
 Director Bonus/Salary  
 Director Evaluation

**June**

2026-2027 Annual Budget  
 2025-2026 Final Amended Budget  
 2026-2027 Sex Ed Instruction Committee  
 Ratify Board Members & Terms  
 Ratify Board Officers  
 2026-2027 Board Meeting Schedule  
 Mental Health Screening Determination (if changes)  
 Annual Policies Review  
 Annual Fraud Risk Assessment/Ethical Behavior  
 Additional Contracted Services (SL a la Carte)

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## Director's Report

3.24.26

### 2025-26 Board Goals & Priorities:

- ★ Expand mathematics pedagogy & fidelity
- ★ Educate stakeholders and the community about Montessori education, particularly about building independence and resilience in students
- ★ Develop Artificial Intelligence policies and procedures and incorporate appropriate AI usage into teacher work and student learning

### MONTESSORI

- ★ Professional Development: AMS Conference

### GIFTED & TALENTED PLAN

### LAND TRUST 2026-27

### STUDENT PERFORMANCE ANALYSIS

- ★ Data sources
- ★ Noteworthy achievement
- ★ Areas in need of improvement

### HIGHLIGHTING A STRENGTH:

- ★ AMS Conference attendance

### HIGHLIGHTING A CHALLENGE:

- ★ Time

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## MWMA Board Mtg 3.24.2026

February financials are included, since the books closed on March 10. February is reporting at 66.6% of the way through the year.

### Profit and Loss –

Revenue is 67.4% overall and 67.1% for State. Overall is right on track for percent through the year, since Local is high from PTIF interest, but Federal is low since not many reimbursements have been requested.

The only Federal income received so far is Food revenue. IDEA is only funded at about 1/3 of the total amount at this point, and Title II just got approved.

Local revenue is still high from PTIF interest (rates remain higher), and all other local categories are higher than 66.6% at this point.

Expenses are at 58.5 % overall so tracking just under budget on amount of year that has passed. The only areas that are tracking ahead of budget are:

- 0350 Technical Services 104.2% - (but only \$2,700 over budget) due to FrogTummy and USIMS integration (not in original budget). USIMS expense has a reimbursement grant to cover it
- 0424 Lawn Care 135.8% - higher than expected billing (warm winter?!)
- 0430 Repairs & Maintenance 108.7% - Board approved repairs were more than original amount (but additional was board approved just not budgeted)
- 0521 Property Insurance 104%, and 0522 Liability Insurance 125%, since paid once a year and have already been paid, higher than PY
- 0540 Advertising 90.7% - Strategica Marketing wasn't in original budget
- 0580 Travel/Per Diem 100.2% - AMS Conf expense (Conf in March)
- 0641 Textbooks 366.1%, 0642 E-Textbooks (wasn't budgeted), since starting to record more items there, and curriculum software starting to code to 0642 so will budget that in coming budget
- 0670 Software 99.5% - since more bought at BOY

### Balance Sheet –

- Investments (PTIF) increased \$626K over the PY
- Cash is in the range we keep in Operating to make sure we cover PR and monthly expenses, but any excess has been moved to PTIF
- Everything else looks very good and what we would expect

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**Mountain West Montessori Academy**  
**Board Profit and Loss**  
**7/1/2025 - 2/28/2026**

	Annual	Year-to-Date	
	June 30, 2026	February 28, 2026	
	Budget	Actual	% of Budget
<b>Net Income</b>			
Income			
Revenue From Local Sources	297,000	284,215	95.7 %
Revenue From State Sources	5,257,463	3,529,678	67.1 %
Revenue From Federal Sources	175,226	50,425	28.8 %
<b>Total Income</b>	<b>5,729,689</b>	<b>3,864,318</b>	<b>67.4 %</b>
Expenses			
Instruction/Salaries	2,921,168	1,621,532	55.5 %
Employee Benefits	785,378	426,855	54.4 %
Purchased Prof & Tech Serv	503,700	375,336	74.5 %
Purchased Property Services	308,562	275,576	89.3 %
Other Purchased Services	164,050	114,584	69.8 %
Supplies & Materials	444,412	303,564	68.3 %
Property	0	16,946	0.0 %
Debt Services & Miscellaneous	556,188	192,710	34.6 %
<b>Total Expenses</b>	<b>5,683,458</b>	<b>3,327,103</b>	<b>58.5 %</b>
<b>Total Net Income</b>	<b>46,231</b>	<b>537,215</b>	<b>1,162.0 %</b>

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**Mountain West Montessori Academy  
Board Balance Sheet  
As of 2/28/2026**

	<b>Period Ending 02/28/2026</b>	<b>Period Ending 02/28/2025</b>
	Actual	Actual
<b>Assets &amp; Other Debits</b>		
Current Assets		
Operating Cash		
Cash	767,753	955,461
Investments	3,352,135	2,725,566
Operating Cash	4,119,888	3,681,027
Accounts Receivables	2,410	842
Total Current Assets	4,122,298	3,681,869
Restricted Cash	924,329	921,993
Net Assets		
Fixed Assets	9,315,698	9,168,588
Depreciation	(1,857,083)	(1,607,474)
Total Net Assets	7,458,615	7,561,114
Other Debits	(430,929)	(459,906)
<b>Total Assets &amp; Other Debits</b>	<b>12,074,313</b>	<b>11,705,070</b>
<b>Liabilities &amp; Fund Equity</b>		
Current Liabilities	33,882	60,135
Long-Term Liabilities	7,405,000	7,575,000
Fund Balance	4,098,216	3,516,870
Net Income	537,215	553,065
<b>Total Liabilities &amp; Fund Equity</b>	<b>12,074,313</b>	<b>11,705,070</b>

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## Utah Open & Public Meetings Act Annual Training Materials

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### DEFINITIONS

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

**“Meeting”** means a gathering:

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

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

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

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

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

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

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

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

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

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

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

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

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

1) Written Minutes. Minutes must include the following:

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

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

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

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

3) Public Availability of Records:

- a) *Pending Minutes*: must be made available within a reasonable time after the meeting.
- b) *Approved Minutes & Meeting Materials*: within three (3) business days after

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approving written minutes, the board must: (i) post the approved minutes *and* meeting materials distributed at the meeting to the Public Notice Website; and (ii) make both available at the primary office.

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

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

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

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

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

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

- b) Closed session minutes are optional.

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

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# Mountain West Montessori Academy Board of Directors Meeting Minutes Monday, January 26, 2026

Location: MWMA Library, 4125 W. Foxview Drive, South Jordan, UT 84009



**Others in Attendance:** Steve Barnes, Corbin White, Andrew Marx, Gimenia Palmer, Sheri Ebert, Nelson Altamirano (6:04 p.m.),

**Others in Attendance:** Angie Johnson, Cathie Hurst, Dawn Kawaguchi, Ken Jeppesen, Brandon Fairbanks (6:04p.m.),

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## MINUTES

### 2025-2026 BOARD PRIORITIES

Expand Mathematics, Pedagogy & Fidelity  
Educate Stakeholders and Community about Montessori education  
Develop Artificial Intelligence Policies & Procedures

### **6:02 PM – INTRODUCTORY ITEMS**

- Call to Order – Steve Barnes
- School Mission – Corbin White

**There was no PUBLIC COMMENT.** This was the first public comment period for the 2026-2027 School Fee Schedule and the Fee Waiver Policy. Angie reviewed the new fee schedule for next year, which includes adding AP Human Geography test fees and incorporating FBLA club dues and related expenses. She explained that the schedule will be discussed at two board meetings before final approval.

### **REPORTS**

- **Eide Bailly**
  - Present FY25 Financial Statement – Ken Jeppesen reviewed the board letter noting that most of it was routine but highlighted that no uncorrected or corrected misstatements were found, indicating no significant issues. All three audits are unmodified or clean reports with no unusual findings. Ken reviewed the first of three reports which is the financial statement (the numbers). They are shown several different ways but it's all the same numbers. Ken noted that the School's unrestricted balance increased from \$3 million to \$3.5 million, representing a significant safety net for future use. He also discussed the district's financial

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position, pointing out that despite increased expenses, revenues exceeded expenditures by \$581,000, demonstrating effective budgeting. Ken highlighted the restricted balance of \$738,000 for bondholders and the successful management of these funds. He noted the School's compliance with debt covenants and the reduction of debt by \$170,000 during the year. Ken also praised the School for maximizing investments in the PTIF and achieving a \$215,000 surplus against the budget, which he considered appropriate for future unforeseen expenses. Ken reviewed the second of the three reports which is the annual government and state reports, highlighting that the organization performed well in internal controls, cash management, and procurement processes. He noted that the only issue identified was the need to update the crime insurance policy for the treasurer, which has since been addressed. The third and final report which tests internal controls over compliance as required by the state in which Ken praised the team's efforts and emphasized the importance of maintaining compliance with state requirements. The discussion ended with Ken expressed his appreciation of the School, AW and the board for all their support during the audit. *Ken Jeppesen was excused at 6:22 p.m.*

➤ **Administration**

- *State of the School* – Angie Johnson gave a brief overview of the board's priorities for the school year, including expanding mathematics pedagogy, educating stakeholders about Montessori education, and developing AI policies. She demonstrated the use of the Binderly app to the board showing how to add the school and join groups like "Learn About Montessori." She explained that while anyone can add the school, joining specific groups requires approval. Angie also mentioned that she would use the app to communicate with parents and shared some of the content available, including posts on grammar symbols and the binary tower. She discussed the podcast's lack of new episodes and highlighted timeless episodes like "Montessori 101" and "Peace Education" with Dr. Lois Bobo. She announced upcoming performances of "Maria Montessori the Musical" at the South Jordan Community Center, which will feature a 90-minute Broadway Junior version. Angie also mentioned the need to review the wellness policy triennial progress report every three years. Angie discussed the school's compliance with the Wellness Policy, noting full compliance except for physical education during winter months. She shared progress on the school's reaccreditation process, highlighting the submission of extensive data analysis and the upcoming site visit on February 11th. Angie presented positive student performance data, including strong growth in literacy and early literacy outcomes, with Sherry and Letitia recognized for their contributions to these achievements. Angie presented a comprehensive report on the school's academic performance and progress, highlighting improvements in various grade levels, particularly in kindergarten and sixth grade. She noted that the COVID cohort has shown significant proficiency gains, while second grade has not seen the same trend, prompting further investigation. She and Coleen have been working diligently on accreditation for data analysis. The School has achieved notable increases in literacy and math scores, exceeding their goals, while emotional regulation remains a challenge

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across all grade levels. The SLT FY25 Final Report was included in the board packet.

➤ **Board of Directors**

- SLT Training Assurances – Steve Barnes asked if all board members have completed their SLT training that Dawn sent out to the board via email back in November. All board members stated that they have completed the training with Dawn agreeing they all have reported to her that they have completed the required training.

**CONSENT ITEMS**

- October 13, 2025 Board Meeting Minutes – There was no further discussion. **Nelson Altamirano made a motion to approve the consent items. Steve Barnes seconded the motion. The votes were as follows:**

**Steve Barnes – Aye**  
**Gimena Palmer – Aye**  
**Andrew Marx – Aye**  
**Nelson Altamirano – Aye**  
**Corbin White – Aye**  
**Sheri Ebert – Aye**

**Motion passed unanimously.**

**VOTING ITEMS**

- Sound System for the Gym – Angie Johnson informed the board that the original bid required board approval, but the second bid came in substantially lower and does not require board approval, so this does not require a vote. The board decided to table the discussion on the gym sound system due to a bid being above the approval threshold.
- 2026-2027 School Calendar – Angie Johnson reviewed the 2026-2027 calendar remains very similar to the current year and Jordan School District’s 2026-2027 calendar. **Andrew Marx made a motion to approve the 2026-2027 School Calendar. Gimena Palmer seconded the motion. The votes were as follows:**

**Steve Barnes – Aye**  
**Gimena Palmer – Aye**  
**Andrew Marx – Aye**  
**Nelson Altamirano – Aye**  
**Corbin White – Aye**  
**Sheri Ebert – Aye**

**Motion passed unanimously.**

- Re-Approve Wellness Policy – Angie Johnson stated that the Wellness Policy needs to be re-approved in conjunction with the Triennial Progress Report. The committee didn’t have any recommended changes. She noted that this policy which covers various aspects of student health and nutrition. **Steve Barnes made a motion to re-approve the Wellness Policy. Sheri Ebert seconded the motion. The votes were as follows:**

**Steve Barnes – Aye**  
**Gimena Palmer – Aye**  
**Andrew Marx – Aye**

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Nelson Altamirano – Aye  
Corbin White – Aye  
Sheri Ebert – Aye

**Motion passed unanimously.**

- Amend Instructional Materials Policy – Angie Johnson reviewed the amended Instructional Materials Policy which isn't sustentative but was updated to reflect current code citations. **Nelson Altamirano made a motion to approve the Amended Instructional Materials Policy. Andrew Marx seconded the motion. The votes were as follows:**

Steve Barnes – Aye  
Gimena Palmer – Aye  
Andrew Marx – Aye  
Nelson Altamirano – Aye  
Corbin White – Aye  
Sheri Ebert – Aye

**Motion passed unanimously.**

- Amend Paid Parental & Postpartum Recovery Leave Policy – Angie Johnson more specific on what weeks actually mean changing "calendar weeks" to "contract days" for clarity. **Sheri Ebert made a motion to approve the Amended Paid Parental & Postpartum Recovery Leave Policy. Gimena Palmer seconded the motion. The votes were as follows:**

Steve Barnes – Aye  
Gimena Palmer – Aye  
Andrew Marx – Aye  
Nelson Altamirano – Aye  
Corbin White – Aye  
Sheri Ebert – Aye

**Motion passed unanimously.**

- Amend Student Conduct & Discipline Policy – Angie Johnson reviewed the amended Student Conduct & Discipline Policy including new rules and requirements regarding emergency safety intervention. 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, and state reporting requirements for suspensions and expulsions. **Steve Barnes made a motion to approve the Amended Student Conduct & Discipline Policy. Corbin White seconded the motion. The votes were as follows:**

Steve Barnes – Aye  
Gimena Palmer – Aye  
Andrew Marx – Aye  
Nelson Altamirano – Aye  
Corbin White – Aye  
Sheri Ebert – Aye

**Motion passed unanimously.**

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## DISCUSSION ITEMS

### ➤ Calendaring – ALL

- Next Pre-Board Meeting – March 11<sup>th</sup> @ 5:00 p.m.
- Next Board Meeting – Tuesday, March 24<sup>th</sup> @ 6 p.m.
- Maria Montessori The Musical – April 17-18
- Reschedule Annual Board Meeting (currently June 22<sup>nd</sup>) to June 29<sup>th</sup>
- NCSC26 New Orleans, LA June 24-26 (Wed-Fri). After discussion of members schedule, they have decided that next year might be a better year to attend this conference.

**7:01 PM – Steve Barnes made a motion to move into a CLOSED SESSION to discuss the character, professional competence, or physical or mental health of an individual and/or to discuss deployment of security personnel, devices, or systems pursuant to Utah Code 52-4-205(1)(a) & (f) in the library. Nelson Altamirano seconded the motion. The roll call votes were as follows:**

**Steve Barnes – Aye  
Gimena Palmer – Aye  
Andrew Marx – Aye  
Nelson Altamirano – Aye  
Corbin White – Aye  
Sheri Ebert – Aye**

**Motion passed unanimously.**

**8:15 PM – Steve Barnes made a motion to exit the CLOSED SESSION and ADJOURN. Nelson Altamirano seconded the motion. The votes were as follows:**

**Steve Barnes – Aye  
Gimena Palmer – Aye  
Andrew Marx – Aye  
Nelson Altamirano – Aye  
Corbin White – Aye  
Sheri Ebert – Aye**

**Motion passed unanimously.**

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**Mountain West Montessori Academy  
Board of Directors  
Closed Session Statement  
Monday, January 26, 2026**

**Location:** 4125 W. Foxview Drive, South Jordan, UT 84009



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**CLOSED SESSION SWORN STATEMENT:**

*At a duly noticed public meeting held on the date listed above, the board of directors for MOUNTAIN WEST MONTESSORI ACADEMY entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual and/or to discuss deployment of security personnel, devices, or systems in accordance with Utah Code Ann. 52-4-205(1)(a) & (f).*

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

Signed on the 26<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
**Steve Barnes**  
Board Chair

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

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

## MWMA Board of Director's Meeting Tuesday, March 24, 2026

### Action Item: *2025-2026 School LAND Trust Plan*

#### Issue

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The Board must approve the annual School LAND Trust Plan.

#### Background

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The School LAND Trust Committee must approve our yearly plan because the board does not act as the actual committee. However, the board must still approve the annual plan and any amendments. The SLT Committee met on February 19, 2026.

For the 2026-2027 school year, we have an estimated funding amount of **\$86,030.97**. This year, the School LAND Trust Committee has set two goals for next year. For our first goal, we aim to increase the percentage of students who are on or above benchmark in literacy proficiency in grades K-6 by 2% as measured by the Acadience Reading BOY & EOY composite scores. To achieve this goal, we will retain or increase staffing to provide literacy interventions for students whose needs are not being met through Tier 1 instruction in the classroom (*proposed budget \$30,000*). We will provide professional development opportunities to teachers through participation in high quality courses and/or conferences, provide Montessori certification training and other literacy-based professional development to teachers (*proposed budget \$28,000*).

For our second goal, we aim to increase the percentage of students proficient on the RISE math assessment in grades 3-8 by 1%. We will maintain or increase staffing to provide math interventions to students whose needs are not being met through Tier 1 instruction in the classroom (*proposed budget \$28,030.97*).

**NOTE:** *Our committee meeting was held via zoom, and we didn't get the required signature page signed at the meeting. Once we have the completed signature page, the Principal will send it via email to the board for review.*

#### Recommendation

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It is recommended that the board approve the 2026-2027 School LAND Trust Plan as presented.

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

# School LAND Trust Plan 2026-2027 - Mountain West Montessori Academy

The Plan has been submitted by the School and is waiting LEA review.

## Goal #1

close

## Goal Statement

close

From the beginning to the end of the 2026-27 school year, we will increase the percentage of students who are on or above benchmark in literacy proficiency in grades K-6 by 2% as measured by the Acadience Reading BOY & EOY composite scores.

## Academic Area

close

- English/Language Arts

## Measurements

close

We will use the Acadience Reading composite scores measured from BOY to EOY for grades K-6.

## Action Plan Steps and Expenditures

close

1. Retain or increase staffing to provide literacy interventions for students whose needs are not being met through Tier 1 instruction in the classroom.

2. Provide professional development opportunities to teachers through participation in high quality courses and/or conferences; provide Montessori certification training and other literacy-based professional development to teachers.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	1. Retain or increase staffing to provide literacy interventions for students whose needs are not being met through Tier 1 instruction in the classroom.	\$30,000.00
Professional development requiring an overnight stay (travel, meals, hotel, registration, per-diem)	2. Provide professional development opportunities to teachers through participation in high quality courses and/or conferences; provide Montessori certification training and other literacy-based professional development to teachers.	\$28,000.00
	Total:	\$58,000.00

## Goal #2

close

## Goal Statement

close

By the end of the 2026-27 school year, we will increase the percentage of students proficient on the RISE math assessment in grades 3-8 by 1%.

## Academic Area

close

- Mathematics

## Measurements

close

We will use the end of year RISE mathematics assessment to gauge our progress.

## Action Plan Steps and Expenditures

close

1. Maintain or increase staffing to provide math interventions to students whose needs are not being met through Tier 1 instruction in the classroom.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	1. Maintain or increase staffing to provide math interventions to students whose needs are not being met through Tier 1 instruction in the classroom.	\$28,030.97
	Total:	\$28,030.97

## Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Professional development requiring an overnight stay (travel, meals, hotel, registration, per-diem)	\$28,000.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$58,030.97
Total:	\$86,030.97

## Funding Estimates - Please Update

Estimates	Totals
Carry-over from 2024-2025	\$0.00
Distribution for 2025-2026	\$69,981.99
Total Available Funds for 2025-2026	\$69,981.99
Estimated Funds to be Spent in 2025-2026	\$ <input type="text" value="69981.99"/>
Estimated Carry-over from 2025-2026	\$0.00
Estimated Distribution for 2026-2027	\$86,030.97
Total Available Funds for 2026-2027	\$86,030.97
Summary of Estimated Expenditures for 2026-2027	\$86,030.97

Estimates	Totals	
Estimated Carry-over to 2027-2028		\$0.00

*The Estimated Distribution is subject to change if student enrollment counts change.*

## Publicity

- School newsletter or website

## Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
6	0	3	2026-02-19

## Please submit comments below.

Comments are only seen by those involved in submitting or reviewing plans and cannot be edited or removed.

There is a 1000 character limit on the comments. SAVE button shows when entry is made. Character Count: 0

## School LAND Trust Plan Review Instructions

1. Read the Plan and any attached documents.
2. ENTER AND SAVE any comments for the Principal/Director to read. *Comments are not public, but are a permanent part of the report.*
3. Make a review decision to approve the report or send the report back for edits:
  - APPROVE: Select APPROVE, and then FINALIZE.
  - NEEDS EDITS: To send back for edits, select NEEDS EDITS and FINALIZE. Notify the principal to complete the edits, resubmit, and notify you when the report is ready for review again.

## LEA Review Assurance

Approving the Plan is the LEA Reviewer's assurance that the plan is consistent with the law and contains:

- student-centered, measurable, academic goals
- **specific** steps and expenditures to implement the academic goals
- measurements to assess improvement
- evidence-based practices and consistent with the LEA's pedagogy, programs, and curriculum
- no more than \$2 per student budgeted for student incentives in an academic school year

- an appropriate plan for any carry-over greater than 10%

APPROVE

NEEDS EDITS

School Plan Review Status:

FINISH REVIEW

BACK

## MWMA Board of Director's Meeting Tuesday, March 24, 2026

### **Action Item:** *2026-2027 School Fee Schedule*

#### **Issue:**

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The School needs to adopt a fee schedule for the 2026-2027 school year.

#### **Background:**

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MWMA charges a variety of school fees, including regular school fees to its students in grades 7-9 as well as other school fees to students who choose to participate in optional courses and clubs provided by MWMA.

Per state law, if a school charges any school fees, the school must approve a fee schedule for the upcoming school year by April 1 before the school year begins. In addition, prior to the April 1 deadline, the school must also allow public comment on the proposed fee schedule at no fewer than two board meetings. A school's fee schedule must include a description of all fees charged, the amount of any fee, an explanation of how the fees will be spent by the school, a per-student annual maximum fee amount for the school year (the maximum amount a student would pay in fees if the student participated in all activities, classes, clubs, etc. that charge a fee), and a statement notifying parents that their student might be eligible for a fee waiver.

MWMA has provided the public an opportunity to comment on MWMA's 2026-2027 proposed fee schedule at two board meetings. MWMA's proposed 2026-2027 fee schedule includes all known requirements for fee schedules under state law.

#### **Recommendation:**

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It is recommended that the Board approve the 2026-2027 School Fee Schedule.

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

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



~~2025~~2026-~~2026~~2027 School Fee Schedule

The following student fees may be assessed to students of MWMA as follows:

REQUIRED FEES (for all fully and partially enrolled students in grades 7-9)		
FEE DESCRIPTION	EXPENDITURES FUNDED BY FEE (SPEND PLAN)	TOTAL FEE
7-9 Middle School Fees	☆ Field Trips	\$120

FEES FOR OPTIONAL COURSES, PROGRAMS, AND ACTIVITIES (for participating students enrolled in grades 7-9)		
FEE DESCRIPTION	EXPENDITURES FUNDED BY FEE (SPEND PLAN)	TOTAL FEE
Sculpture Course	☆ Sculpture supplies, firing fees	\$40
World Cuisines Course	☆ Food supplies	\$45
Art Foundations Course	☆ Art supplies	\$15
Theatre/Music Course	☆ Supplies for costumes & props	\$15
Yearbook Course	☆ Supplies ☆ T-Shirts	\$30
<u>AP Human Geography</u>	☆ <u>AP Examination Fee</u>	<u>\$90</u>
<del>Dance/P.E. Electives</del>	<del>☆ Supplies &amp; costumes</del>	<del>\$15</del>
<del>Digital/Business Electives</del>	<del>☆ Supplies</del>	<del>\$25</del>

**FEES FOR OPTIONAL AFTER-SCHOOL CLUBS, ACTIVITIES, AND SPORTS**  
(for participating students in grades identified below)

FEE DESCRIPTION	EXPENDITURES FUNDED BY FEE (SPEND PLAN)	TOTAL FEE
<b>Travel</b> (Travel Club for grades 6-9 and 9 <sup>th</sup> Grade Trip)	☆ Transportation, lodging, food ☆ Activities ☆ Supplies	<b>\$350-\$2,500</b>
<b>Choir Club (grades 4-9)</b>	☆ Stipend for instructor	<b>\$50</b>
<b>After School Clubs (K-9), per club</b>	☆ Stipend for supervision ☆ Snacks, supplies	<b>\$25-\$50</b>
<b>Summer Reading/Math Workshop No-Show Fee (K-9)</b>	☆ Supplies, snacks	<b>\$5 per no show (max of \$120)</b>
<b><u>FBLA - (Future Business Leaders of America (grades 6-9))</u></b>	☆ <u>Dues, registration fees, competition fees, travel, snacks, team uniform</u>	<b><u>\$75</u></b>

**PER STUDENT (GRADES 7-9) ANNUAL MAXIMUM FEE AMOUNT FOR SCHOOL**  
**YEAR: \$3,075~~200~~**

This amount reflects the total student fees any student in grades 7-9 would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the School for students in grades 7-9 for the year.

**PER STUDENT (GRADE 6) ANNUAL MAXIMUM FEE AMOUNT FOR SCHOOL**  
**YEAR: \$2,770~~845~~**

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

**PER STUDENT (GRADES K-5) ANNUAL MAXIMUM FEE AMOUNT FOR SCHOOL**  
**YEAR: \$270**

This amount reflects the total student fees any student in regular Kindergarten through grade 5 would be required to pay if the student participated in all after-school courses, programs, and activities provided, sponsored, or supported by the School for students in Kindergarten through grade 5 for the year.

**Notice to Parents:**

*Your student may be eligible to have one or more of their fees waived. For information on fees and fee waivers, please contact an administrator at the School and/or review the school fees materials provided on the School's website (School Fees Notices, Fee Waiver Policy, Fee Waiver Applications, Fee Waiver Decision and Appeal Form, etc.). If your student files a fee waiver request with the School and the request is denied, you may appeal the School's decision.*

## MWMA Board of Director's Meeting Tuesday, March 24, 2026

### Action Item: *Amending Fee Waiver Policy*

#### **Issue:**

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Amending the School's Fee Waiver Policy.

#### **Background:**

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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.

#### **Recommendation:**

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It is recommended that the Board approve the Amended Fee Waiver Policy.

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

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

## Mountain West Montessori Academy Fee Waiver Policy

Adopted: January 27, 2014

Amended: December 3, 2018

Amended: February 24, 2020

Amended: August 24, 2020

Re-Approved: March 22, 2021

Amended: March 28, 2022

Re-Approved: February 27, 2023

Amended: August 28, 2023

Re-Approved: February 21, 2024

Amended: October 26, 2024

Amended:



### PURPOSE

Mountain West Montessori Academy (the “School”) must abide by the Utah State Board of Education rules which direct the School’s Board of Directors (the “Board”) to implement a policy regarding student fees 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 Director (the “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

~~“Co-curricular activity” means an activity, course, or program that:~~

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

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

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

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

“Fee” means a charge, expense, deposit, rental, or payment:

- (a) regardless of how the School terms, describes, requests, or requires the charge, expense, deposit, rental, or payment ~~is termed, described, requested, or required~~, 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 ~~is provided, sponsored, or supported by an LEA~~ the School provides, sponsors, or supports.

“Fee” includes:

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

“Fee” does not include:

- (a) a student fine ~~specifically approved by an LEA~~ 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, ~~or 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 ~~is~~:
  - (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 ~~raised by that~~ a student or the student's family raises through fundraising.

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

"Instructional equipment ~~or supplies~~"

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

"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 ~~related to the successful completion of:~~
    - (A) ~~a concurrent enrollment class~~ from an institution of higher education; or
    - (B) ~~an advanced placement examination~~ 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.

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

“School activity clothing” does not include:

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

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

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

"Something of monetary value"

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

“Textbook”

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

“Waiver” means a full release from:

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

### General School Fees Provisions

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

If the School imposes a fee:

- (a) the fee shall be directly related ~~equal to or less than~~to the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; ~~and~~
- ~~(b)~~ the 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 ~~a fee to supplant or subsidize an expense that the School incurs for:~~
  - ~~(i) a curricular activity; or~~
  - ~~(ii) an expense for the portion of a co-curricular activity that occurs during regular school hours.~~

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

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

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

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

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

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

"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.

~~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.~~

### Fees for Optional Projects

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

### Fees for Activities Outside of the Regular School Day

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

~~A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.~~ Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (e.g., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

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 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 ~~April~~ 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 ~~curricular, co-curricular~~ 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.

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

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

## **Maximum Fee Amounts**

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

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

## **Notice to Parents**

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

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

## **Fee Collection**

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

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

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

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

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.

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

### **School Fee Collections & Accounting Procedures**

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

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

### **Fee Waiver Provisions**

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School 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 Director will administer this policy and will review and grant fee waiver requests or designate another staff member to do so. 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.

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 ~~Director~~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 ~~and in registration materials each year.~~

The 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 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 Director to discuss the parent's concerns. If, after meeting with the 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 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**

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.

## MWMA Board of Director's Meeting Tuesday, March 24, 2026

### **Action Item:** *Amending Administration of Medication Policy*

#### **Issue:**

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Amending the School's Administration of Medication Policy.

#### **Background:**

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New legislation added provisions with respect to the storage and administration of glucagon kits in schools. If a school employee becomes trained to administer a glucagon kit to a student in response to a potentially life-threatening condition resulting from abnormally low blood glucose levels, the school may make glucagon kits available to such trained employees. In addition, other legislation renamed "epinephrine auto injectors" to "injectable epinephrine rescue medication." The school's Administration of Medication Policy has been revised to comply with these new laws. Some additional revisions have been made to the emergency administration of medication portion of the policy to bring it into better compliance with applicable law, including the addition of a section on adrenal crisis rescue medication.

#### **Recommendation:**

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It is recommended that the Board approve the Amended Administration of Medication Policy.

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

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

**Mountain West Montessori Academy  
Administration of Medication Policy**

**Adopted: January 28, 2014**

**Amended: May 3, 2016**

**Amended: November 29, 2017**

**Amended: May 16, 2023**

**Amended:**



**PURPOSE**

The purpose of this policy is to authorize personnel of Mountain West Montessori Academy (the “School”) to administer medication to students consistent with applicable law.

The School’s Board of Directors (the “Board”) acknowledges that medication should typically be administered by a student or the student’s parent or guardian. However, the Board recognizes that situations may arise where the health of a student may require administration of medication during the course of a school day by School personnel.

As long as authorized personnel act in a prudent and responsible manner, Utah law provides that School personnel who provide assistance in substantial compliance with a student’s licensed health care provider’s written statement are not liable civilly or criminally for any adverse reaction suffered by the student as a result of taking the medication or discontinuing the administration of medication. The Board hopes that this policy will help ensure that School personnel act in a prudent and responsible manner in order to protect the health of students and the interests of School personnel.

The Board also desires to set forth policies regarding acceptable self-administration of medication by students.

**POLICY**

**Administration of Medication by School Personnel**

The School will comply with applicable state and federal laws, including but not limited to Utah Code Ann. § 53G-9-502, regarding the administration of medication to students by School personnel. Accordingly, pursuant to this policy, authorized School personnel may provide assistance in non-emergency situations in the administration of medication to students of the School during periods when the student is under the School’s control.

School personnel may also administer medication to students in emergency situations in accordance with the following:

- (a) Glucagon. Glucagon is an emergency diabetic medication used to raise blood sugar. The School will comply with the requirements of Utah Code Ann. § 53G-9-

504 regarding the emergency administration of glucagon to a student ~~in accordance with the statute~~. Accordingly, the School may administer glucagon to a student if: (1) the School has received a glucagon authorization from the parent or guardian of a student with diabetes; ~~and~~ (2) the student is exhibiting the symptoms that warrant the administration of glucagon; (3) ~~any~~ School personnel who have been trained (as described in the statute) in the administration of glucagon are immediately available to administer the glucagon; and (4) a licensed health care professional is not immediately available. The School may not compel School personnel to become trained in the administration of glucagon nor may it obstruct School personnel from becoming trained in the administration of glucagon.

- (b) Glucagon Kit. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, et seq., regarding the emergency administration of a glucagon kit to a student. Accordingly, the School may administer a glucagon kit to a student if: (1) the student has a diagnosis of diabetes by a health care provider; (2) the School has received a glucagon authorization from the parent or guardian of the student; (3) the student is showing symptoms of hypoglycemia (a potentially life-threatening condition resulting from abnormally low blood glucose levels); and (4) a School employee who has become a “qualified adult” as defined in the statute is immediately available to administer the glucagon kit. If the School has a School nurse and the School nurse is immediately available to administer a glucagon kit to a student under the circumstances described above, the School nurse should administer the glucagon kit. If the School does not have a School nurse or the School nurse is not immediately available, another School employee who is a qualified adult may administer the glucagon kit in accordance with the statute. The School may make a glucagon kit available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become a qualified adult from possessing or storing a glucagon kit on School property or administering a glucagon kit to any person in accordance with the statute.
- (c) Injectable Epinephrine ~~Auto-Injector~~ Rescue Medication. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, et seq., regarding the emergency administration of an ~~injection~~able epinephrine medication to a student ~~for anaphylactic reactions, in the event any School personnel seeks to become a “qualified adult” under that provision~~. Accordingly, the School may administer an emergency injectable epinephrine rescue medication to a student if: (1) the student is exhibiting potentially life-threatening symptoms of anaphylaxis; (2) a physician or physician assistant is not immediately available; and (3) a School employee who has become a “qualified adult” as defined in the statute is immediately available to administer the injectable epinephrine rescue medication. The School will make an emergency injectable epinephrine ~~auto-injector~~ rescue medication available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who

become qualified adults from possessing or storing an emergency injectable epinephrine auto-injector-rescue medication on School property or administering an emergency injectable epinephrine auto-injector-rescue medication to any person in accordance with the statute.

- (e)d) Seizure Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-505 regarding the emergency administration of seizure rescue medication to a student. Accordingly, the School may administer seizure rescue medication to a student ~~in accordance with the statute~~ if: (1) the School has received a seizure rescue authorization from the parent or guardian of the student; ~~and~~ (2) the student is exhibiting a symptom, described on the student's seizure rescue authorization, that warrants the administration of a seizure rescue medication; (3) a School employee who has become a "trained school employee volunteer" as defined in the statute is immediately available to administer the seizure rescue medication; and (4) a licensed health care professional is not immediately available to administer the seizure rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.
- (e)e) Opiate Antagonist. In accordance with Utah Code Ann. § 26B-4-509, School personnel may administer an opiate antagonist when acting in good faith to an individual whom the person believes to be experiencing an opiate-related drug overdose.
- (e)f) Stock Albuterol. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-101, *et seq.*, regarding the emergency administration of stock albuterol to a student ~~in response to an asthma emergency, in the event any School personnel seeks to become a "qualified adult" under that provision.~~ Accordingly, the School may administer stock albuterol to a student if: (1) the student has a diagnosis of asthma by a health care provider; (2) the student has a current asthma action plan on file with the School; (3) the student is showing symptoms of an asthma emergency as described in the student's asthma action plan; and (4) a School employee who has become a "qualified adult" as defined in the statute is immediately available to administer the stock albuterol. If the School has a School nurse and the School nurse is immediately available to administer stock albuterol to a student under the circumstances described above, the School nurse should administer the stock albuterol. If the School does not have a School nurse or the School nurse is not immediately available, another School employee who is a qualified adult may administer the stock albuterol in accordance with the statute. In addition, if a School nurse is not immediately available and a student does not have a current asthma action plan, a School employee who is a qualified adult may administer stock albuterol to the student if the School employee identifies, based on their qualified adult training, that the student is experiencing an asthma emergency. The School may make stock albuterol available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School

employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing stock albuterol on School property or administering stock albuterol to any person in accordance with the statute.

(g) Adrenal Crisis Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-507 regarding the emergency administration of adrenal crisis rescue medication to a student. Accordingly, the School may administer adrenal crisis rescue medication to a student if: (1) the School has received an adrenal crisis rescue authorization from the parent or guardian of the student; (2) the student exhibits a symptom, described on the student’s adrenal crisis rescue authorization, that warrants the administration of an adrenal crisis rescue medication; (3) a School employee who has become a “trained school employee volunteer” as defined in the statute is available to administer the adrenal crisis rescue medication; and (4) a licensed health care professional is not immediately available to administer the adrenal crisis rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.

The Director will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how administration of medication under this policy will take place.

The Director will consult with the local health department and/or a registered health care professional for assistance in developing procedures and training necessary for effective implementation of this policy. The School’s Director will ensure that School personnel and parents are provided with information about this policy as needed.

#### Self-Administration of Medication by Students

Students may possess and self-administer prescription medication at school in compliance with applicable law. The Director will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how this will take place.

Students are not prohibited from possessing and self-administering one day’s dosage of a non-prescription medication where the student’s maturity level is such that he or she can reasonably be expected to properly administer the medication on his or her own.

#### Observations and Medical Recommendations by School Personnel

The Director will ensure that appropriate School personnel receive training on the provisions of Utah Code Ann. § 53G-9-203, including but not limited to training regarding medical recommendations by School employees and rules related to School employees communicating information and observations about a student’s health and/or welfare.

School employees who intentionally violate Utah Code Ann. § 53G-9-203 will be subject to discipline up to and including termination.

## MWMA Board of Director's Meeting Tuesday, March 24, 2026

### **Action Item:** *Helpside Professional Employer Agreement*

#### **Issue**

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

#### **Background**

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

#### **Recommendation**

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

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

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

# Helpside PEO Client Service Agreement

This Client Service Agreement is made as of the Effective Date set forth below by and between Helpside, LLC, located at 395 West 600 North, Lindon, Utah 84042 (hereinafter "Helpside" or "PEO") and Mountain West Montessori Academy, located at 4125 W. Foxview Drive, South Jordan, UT 84009 (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 March 24, 2026. 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.**

<b>Helpside:</b>  BY: _____  NAME: _____  TITLE: _____  DATE: _____	<b>Client:</b>  BY: _____  NAME: <u>Steve Barnes</u>  TITLE: <u>MWMA Board President</u>  DATE: <u>March 24, 2026</u>
<b>Address for Notices (Par. 14.6 of the Terms &amp; Conditions (Exhibit “A”))</b>	
<b>Helpside:</b>  Street Address: City, State, Zip: Attn: Email:	<b>Client:</b> Mountain West Montessori Academy  Street Address: 4125 W. Foxview Drive City, State, Zip: South Jordan, UT 84009 Attn: Angie Johnson Email: <a href="mailto:ajohnson@mwwmacademy.org">ajohnson@mwwmacademy.org</a>