



Governing Board Meeting

Date: May 21, 2026

Time: 5:00 PM

Online Access: <https://us02web.zoom.us/j/89222532473>

Mission Statement

Legacy Preparatory Academy will cultivate intellectual and moral virtue according to classically based pillars of truth, goodness, and beauty.

AGENDA

OPEN MEETING: ROLL CALL AND WELCOME

PUBLIC COMMENT (Limited to three minutes each)

- 2026/2027 Fee Schedule & Fee Waiver Policy (2nd comment period)

CONSENT ITEMS

- March 12, 2026 Board Meeting and Closed Session Minutes

VOTING AND DISCUSSION ITEMS

- Award Request for Proposal for General Contractor
- CommonLit Invoice
- 2026/2027 Fee Schedule & Fee Waiver Policy

CALENDARING

- Next Board Meeting June 18, 2026

ADJOURN

LPA Governing Board:

2026: *Alisha Johnson (Treasurer), David Ray (Member), Sandy McCleve (Member), Aimee Hinojosa (Secretary)*

2027: *John Cook (Board Chair), Lee Peterson (Member)*

2028: *Lara Murphy (Vice Chair)*



EXECUTIVE SUMMARY

FEE SCHEDULE & FEE WAIVER POLICY- PUBLIC COMMENT

This is the ***second comment period*** for the fee schedule.

Per state law, if a school charges any school fees, the school must approve a fee schedule for the upcoming school year by June 1 before the school year begins. In addition, prior to the June 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.

Action: Board Vote

AWARD RFP FOR GENERAL CONTRACTOR

The Legacy Preparatory Academy Evaluation Committee reviewed proposals for the General Contractor RFP and interviewed the top-scoring firms, including Point Load Construction and RFC General Contractor. After evaluating experience, qualifications, management approach, references, and pricing, the committee determined that Point Load Construction provided the strongest overall proposal and best value for the project. The committee is recommending approval of Point Load Construction as the selected contractor for the school's construction project.

Action: Board vote

COMMON LIT INVOICE

Legacy Preparatory Academy currently utilizes the CommonLit curriculum platform as part of its instructional program. The attached invoice reflects the renewal and continuation of services for the School Essentials PRO PLUS package for the upcoming contract term. This item is being presented to the Board for approval due to the total contract amount exceeding the school's purchasing threshold requirements.

Action: Board vote



Invoice for Legacy Preparatory Academy

Bill To:

Legacy Preparatory Academy
1228 West 2185 South
Woods Cross, UT 84087

Invoice	#INV-011690
Date Issued	05/19/2026
Purchase Order	
Total Due	29,250.00
Payment Due	06/18/2026

Product	Price	Number of Schools	Contract Start	Contract End	Total
School Essentials PRO PLUS	\$6,850.00	1	07/01/2026	06/30/2031	\$34,250.00
School Essentials PRO PLUS - Discount	-\$5,000.00	1	07/01/2026	06/30/2031	-\$5,000.00
Subtotal					\$29,250.00
Sales Tax					\$0.00
Total					\$29,250.00

Payment Remittance

To pay by check:

COMMONLIT INC
PO Box 640659
PITTSBURGH PA 15264-0659

To pay by ACH:

CommonLit, Inc.
600 Pennsylvania Ave. SE
PO Box 15189
Washington, DC 20003

Account Number: 5530060038

Routing Number: 054000030

To pay by wire transfer:

Account Name: CommonLit, Inc.
Swift Code (BIC): PNCCUS33
Account Number: 5530060038
Domestic Routing Number for wire transfers: 043000096

Bank: PNC Bank
650 Pennsylvania Ave. SE
Washington, DC 20003

Please contact payments@commonlit.org with any questions about your invoice.

Terms

Legacy Preparatory Academy must adhere to CommonLit's [Terms of Use](#) for the full term of partnership with CommonLit, Inc. The full term of partnership is defined as specified above. Legacy Preparatory Academy will pay fees as specified above in order to receive products and services listed above.

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CommonLit, Inc.</p> <p>2 Business name/disregarded entity name, if different from above. CommonLit</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) _____ Nonprofit</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)</p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions. PO Box 15189</p> <p>6 City, state, and ZIP code Washington, DC 20003</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
OR									
Employer identification number									
4	6	-	4	2	5	5	2	6	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Anne Taggart</i>	Date <i>9/12/25</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Legacy Preparatory Academy
Evaluation Committee Statement
RFP for General Contractor**

Background

Legacy Preparatory Academy issued an RFP for General Contractor on May 12, 2026, to seek proposals for a general contractor for a remodeling project in the front office area of the school's elementary building. The school posted the RFP on its website from May 12, 2026, through May 19, 2026, and sent the RFP to prospective bidders. The deadline to submit a proposal in response to the RFP was May 19, 2026. Three general contractors submitted proposals to the school: MJB Contracting, SL Contracting, and Point Load Construction.

Evaluation and Scoring of Proposal

The Evaluation Committee for this RFP was Brandie Evans, Lee Petersen, and Lara Murphy. They reviewed and scored the proposals on May 19, 2026, first reviewing and scoring the non-cost portion of the proposals and then reviewing and scoring the cost portion of the proposals.

Point Load Construction's proposal received the highest overall score, 92/100. Below is a breakdown of the scores given to each company's proposal and each company's pricing:

- **Point Load Construction: 92/100**
 - Experience, Qualifications and Track Record: 27.67/30
 - Past Performance for LPA and/or References: 14.67/15
 - Management Plan: 24.67/25
 - Cost: 25/30
 - Price (less builder's contingency): \$103,925

- **SL Contracting: 74.33/100**
 - Experience, Qualifications and Track Record: 21.67/30
 - Past Performance for LPA and/or References: 12.67/15
 - Management Plan: 20/25
 - Cost: 20/30
 - Price (less builder's contingency): \$127,245

- **MJB Contracting: 71.33/100**
 - Experience, Qualifications and Track Record: 17.33/30
 - Past Performance for LPA and/or References: 7/15
 - Management Plan: 17/25
 - Cost: 30/30
 - Price: \$87,443

Based on the Evaluation Committee's review of the proposals, Point Load Construction (a) has the experience and qualifications to do the work required; (b) has successfully done similar work in the past; (c) has a proven track record of successfully completing construction projects on time and within budget; and (d) can do the project for a reasonable fee.

Award Recommendation

The Evaluation Committee recommends to the school's Board of Directors that it award the construction contract on this project to Point Load Construction. The Evaluation Committee believes that Point Load Construction's proposal provides the best value to the school in connection with this project.



Governing Board Meeting

Date: March 12, 2026

Time: 7:00 PM

Location: Junior High – Building 2; 1228 West 2185 South, Woods Cross, UT 84087

Online Access: <https://us02web.zoom.us/j/89222532473>

In Attendance: John Cook, Lara Murphy, Alisha Johnson, David Ray, Sandy McCleve, Aimee Hinojosa, Lee Peterson

Others In Attendance: Brandie Evans, Sophie Enquist, Kim McVey, Platte Nielson, Krystal Taylor

MINUTES

OPEN MEETING: ROLL CALL AND WELCOME

John Cook called the meeting to order at 7:07 PM.

PUBLIC COMMENT

- 2026/2027 Fee Schedule & Fee Waiver Policy (1st comment period)
This was the first public comment opportunity for the 2026/2027 Fee Schedule. A proposed version was posted on the public notice website. Board members inquired about league fees for sports and costs that go into extracurricular activities.

David Ray joined the meeting at 7:15PM.

CONSENT ITEMS

- January 15, 2026 Board Meeting and Closed Session Minutes
- New Hires
Brandie Evans reviewed new hires as provided to the board in the documentation.
Alisha Johnson made a motion to approve the January 15, 2026 Board Meeting and Closed Session Minutes. Aimee Hinojosa seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.
Lee Peterson made a motion to approve the new hires as reviewed and listed in the board documentation. Aimee Hinojosa seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.

COMMITTEE REPORTS

- Executive Committee
- Communication Committee
- Finance/Audit Committee
- Policy and Governance Committee
- School Land Trust Committee
Committee chairs provided brief reports and noted that there were minimal updates or new items requiring discussion. Sophie Enquist provided a final review for the 25/26 School Land Trust Plan outlining progress toward the school's goal of increasing reading proficiency across grades 1–5.



Most grades met or exceeded the targeted 3% growth, with an overall average increase of 4.6%, and adjustments are being made to strengthen support where growth was lower.

REPORTS

- Director's Report
Brandie Evans presented the March 2026 Director's Report, providing updates on strategic planning progress, school culture initiatives, academic achievement goals, and enrollment. The report also included a review of statewide report card data, highlighting that Legacy Preparatory Academy performs at or near state averages in math and reading, along with upcoming events and planned staff professional development to support instructional rigor and student success.
- Financial Report
The Finance Report was presented, reviewing the February 2026 budget summary and year-to-date financial performance. Revenue and expenses are generally tracking within budget expectations, with local revenue trending above projections and reimbursements beginning to come in. The school continues to maintain strong financial health, including favorable bond ratios and a cash balance exceeding required thresholds.

VOTING AND DISCUSSION ITEMS

- 2026/2027 School Year Calendar
The board discussed the proposed school calendar, including the potential benefits and challenges of aligning the schedule with the local district calendar. Teachers and community members were given the opportunity to provide feedback on the proposed calendar, which was reviewed and confirmed to meet all state requirements.

Alisha Johnson made a motion to approve the 2026/2027 School Year Calendar. Lara Murphy seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.
- 2026/2027 School Land Trust Plan
Following the SLT report given during the reports section, the board took action on the upcoming 2026/2027 School Land Trust Plan. Board members inquired what areas funds are allowed to be spent on and the options for goals to consider.

David Ray made a motion to approve the 2026/2027 School Land Trust Plan. Alisha Johnson seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.
- Award IFB for Roof Repair/Replacement
Legacy Preparatory issued an IFB for the replacement of the elementary building roof. Two companies provided bids in response to the IFB, and M2 Painting and Waterproofing had the lowest bid

Aimee Hinojosa made a motion to award the IFB for roof repair and replacement to M2 Painting and Waterproofing. Lee Peterson seconded. Motion passed unanimously. Votes were as follows:



John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.

- Policies to Review:
 - Attendance Policy
 - Donation and Fundraising Policy
 - Purchasing and Disbursement Policy
- Policies to Approve:
 - Amended Administration of Medication Policy
The board reviewed several policies on their scheduled review cycle, including the Attendance Policy, Donation and Fundraising Policy, and Purchasing and Disbursement Policy, with no changes proposed at this time. The board also approved revisions to the Administration of Medication Policy to align with new legislation regarding glucagon kits and injectable epinephrine rescue medication. Updates include clarifications on non-emergency and emergency medication administration and the addition of procedures for administering adrenal crisis rescue medication.

Alisha Johnson made a motion to award approve the amended administration of Medicaiton Policy. David Ray seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.

CLOSED SESSION (This closed meeting may take place at the beginning and/or conclusion of the meeting): To discuss character, professional competence, physical or mental health of an individual (employee or student), and any of the following topics, if necessary: strategy sessions to discuss the purchase, exchange, lease or sale of real property; collective bargaining; or pending litigation, or other matters appropriate pursuant to statute(s).

At 8:48 PM Lara Murphy made a motion to move into closed session to discuss character, professional competence, physical or mental health of an individual (employee or student), and any of the following topics, if necessary: strategy sessions to discuss the purchase, exchange, lease or sale of real property; collective bargaining; or pending litigation, or other matters appropriate pursuant to statute(s) located in the Board Room at Legacy Preparatory Academy. Aimee Hinojosa seconded. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye. Motion passed unanimously.

At 9:40 PM Alisha Johnson made a motion to move out of closed session into open meeting. Aimee Hinojosa seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.

CALENDARING

- Next Board Meeting May 21, 2026
 - This board meeting will be moved to online only at 5PM.

ADJOURN



At 9:46 PM Lee Peterson made a motion to adjourn. Alisha Johnson seconded. Motion passed unanimously. Votes were as follows: John Cook, Aye; Lara Murphy, Aye; Alisha Johnson, Aye; David Ray, Aye; Sandy McCleve, Aye; Aimee Hinojosa, Aye; Lee Peterson, Aye.

Board of Directors Closed Session Statement

Date: March 12, 2026

Location: 1228 West 2185 South, Woods Cross, UT 84087

CLOSED SESSION SWORN STATEMENT:

At a duly noticed public meeting held on the date listed above, the board of directors for Legacy Preparatory Academy entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-205(1)(a).

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

Signed on the 12th day of March, 2026.

John Cook, Board President

PROPOSED

**Legacy Preparatory Academy
2026/2027 Student Fee Schedule**

The following student fees may be assessed to students of Legacy Preparatory Academy as follows:

FEES FOR OPTIONAL CURRICULAR AND CO-CURRICULAR COURSES AND PROGRAMS (For all fully and partially enrolled students in grades 7-9)		
FEE DESCRIPTION	EXPENDITURE(S) FUNDED BY FEE (SPEND PLAN)	TOTAL FEE
Art – 3D	<ul style="list-style-type: none">● Assorted art supplies	\$35/semester
Art – Drawing 1 & 2	<ul style="list-style-type: none">● Assorted art supplies	\$10/semester
Art – Foundations	<ul style="list-style-type: none">● Assorted art supplies	\$20/semester
Band – Concert	<ul style="list-style-type: none">● Fees paid to LPA: general band supplies, t-shirt, yard sign (\$45)● Fees paid to third-party vendor: instrument rental (up to \$450)	\$495
Band – Wind Ensemble	<ul style="list-style-type: none">● Fees paid to LPA: general band supplies, t-shirt, yard sign (\$45)● Fees paid to third-party vendor: instrument rental (up to \$450)	\$495
Band - Percussion	<ul style="list-style-type: none">● Fees paid to LPA: general band supplies, t-shirt, guest instruction, yard sign (\$55)● Fees paid to a third-party vendor: Percussion kit (up to \$150)	\$205
Band – Instrument Rental	<ul style="list-style-type: none">● Replacement share	\$50/semester
Dance – Ballroom	<ul style="list-style-type: none">● Fees paid to LPA: team jacket, spirit shirt, costume and supplies, team travel, individual/team entry fees, yard sign (\$500)● Fees paid to third-party vendor: shoes (boys and girls), leotard (girls) (\$70-\$144)	\$644
Dance – Social	<ul style="list-style-type: none">● Fees paid to LPA: winter and spring competition supplies (\$10/semester)● Fees paid to third-party vendor: shoes (up to \$42)	\$52/semester
Dance – Company	<ul style="list-style-type: none">● Fees paid to LPA: Team wear, costumes , supplies, yard sign (\$115)● Fees paid to third-party vendor: shoes, tights, leotard (up to \$40)	\$155

Dance – Beginning Contemporary	<ul style="list-style-type: none"> • Fees paid to LPA (\$0) • Fees paid to third-party vendor: shoes, tights, leotard (up to \$40) 	Up to \$40
Debate	<ul style="list-style-type: none"> • Team T-shirt • Awards/Recognition supplies 	\$20
Guitar	<ul style="list-style-type: none"> • Fees paid to LPA: general supplies, t-shirt , yard sign(\$40) • Fees paid to third-party vendor: guitar rental/purchase (up to \$200) 	\$235
Orchestra – 1st year (LPA instrument borrow)	<ul style="list-style-type: none"> • School instrument (replacement share), accessories, supplies, yard sign (\$55 per semester) 	\$55/semester
Orchestra – 1st year (Third party instrument rental)	<ul style="list-style-type: none"> • Fees paid to LPA: t-shirt, instructional supplies, yard sign (\$45) • Fees paid to third-party vendor: instrument rental (up to \$450) 	\$495
Orchestra – 2/3rd year (LPA instrument borrow)	<ul style="list-style-type: none"> • School instrument (replacement share), accessories, supplies, yard sign (\$55 per semester) 	\$55/semester
Orchestra – 2/3rd year (Third party instrument rental)	<ul style="list-style-type: none"> • Fees paid to LPA: t-shirt, instructional supplies, yard sign (\$45) • Fees paid to third-party vendor: instrument rental (up to \$450) 	\$495
Student Body Officers	<ul style="list-style-type: none"> • School SBO Sweater, supplies, yard sign 	\$70
Theater – Advanced	<ul style="list-style-type: none"> • Fees paid to LPA: costumes, instructional supplies, choreographer/set design stipend, t-shirt, supplies, yard sign (\$230) • Fees paid to third-party vendor: dance shoes, costume (\$70) 	\$300
Theater – Intermediate	<ul style="list-style-type: none"> • Fees paid to LPA: costumes, instructional supplies, choreographer/set design stipend, t-shirt, supplies (\$120) • Fees paid to third-party vendor: dance shoes, costume (\$85) 	\$205
Theater – Technical	<ul style="list-style-type: none"> • Instructional supplies and shirt 	\$35/semester
Drama II	<ul style="list-style-type: none"> • Fees paid to LPA: instructional supplies, choreographer/set design stipend (\$40) 	\$40

FEEES FOR OPTIONAL AFTER-SCHOOL CLUBS, ACTIVITIES, AND SPORTS (For participating students in grades identified below)		
FEE DESCRIPTION	EXPENDITURE(S) FUNDED BY FEE (SPEND PLAN)	TOTAL FEE
Admissions/Ticket sales (grades K-9)	<ul style="list-style-type: none"> Administrative costs, supplies for activity 	Up to \$15 per event
After-School Clubs (grades K-9)	<ul style="list-style-type: none"> Supplies, leader stipend 	\$50/per club Each club will run for 6 weeks
After School Musical (Elementary)	<ul style="list-style-type: none"> Fees paid to LPA: costumes, instructional equipment, director(s) stipend, supplies, t-shirt, choreographer/set design stipend, yard sign (\$105) Fees paid to third-party vendor: dance shoes, base costume, makeup (up to \$50) 	\$155
Athletics- Basketball Boys/Girls (grades 6-9)	<ul style="list-style-type: none"> Fees paid to LPA: team supplies, league fees, team spirit wear, coach stipend, yard sign (\$200) Fees paid to third-party vendor: shoes, basketball shorts (up to \$25) 	\$225
Athletics- Cross Country Co-Ed (grades 5-9)	<ul style="list-style-type: none"> Fees paid to LPA: team supplies, league fees, team spirit wear, coach stipend, yard sign (\$75) Fees paid to third-party vendor: shorts, shoes (up to \$25) 	\$100
Athletics- Soccer Boys/Girls (grades 6-9)	<ul style="list-style-type: none"> Fees paid to LPA: team supplies, league fees, team spirit wear, coach stipend, yard sign (\$200) Fees paid to third-party vendor: shin guards, white socks, cleats (up to \$50) 	\$250
Athletics- Team Manager (grades 5-9)	<ul style="list-style-type: none"> T-shirt, entrance fees, yard sign 	\$30
Athletics- Volleyball Boys/Girls (grades 6-9)	<ul style="list-style-type: none"> Fees paid to LPA: team supplies, league fees, team spirit wear, coach stipend, yard sign(\$180) Fees paid to third-party vendor: navy black spandex shorts, shoes, knee pads (up to \$45) 	\$225
Late Student Pick Up Fee	<ul style="list-style-type: none"> Administrative Costs 	\$15 per hour

Summer Camps (grades K-9)	<ul style="list-style-type: none"> Supplies for activity, teacher stipend 	\$50 per camp/per week
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PER STUDENT ANNUAL MAXIMUM FEE AMOUNT FOR SCHOOL YEAR: \$2500
This amount reflects the total student fees any student would be required to pay if the student participated in all courses, programs, and activities provided, sponsored, or supported by the school for the year.

Notice to Parents: Your student may be eligible to have one or more of their fees waived. If your student files a fee waiver request with the school and the request is denied, you may appeal the school’s decision.

Other Information:

1. Fee Waivers are available for eligible families in the Office, the website, or you can access the form at [Fee waiver K-9](#) Please make sure the form is for the current year. A new fee waiver application must be submitted each school year.
2. More information about LPA’s fee policies can be found on LPA’s [website](#)
3. All fees listed are the maximum amounts charged per pupil for each class or school-sponsored activity. Actual amount charged may be less.
4. All students are responsible to pay for any loss, breakage, or damage they cause to school property. Loss, breakage, or damage is not subject to the fee waiver requirement.

Fee Waiver Policy

Adopted: May 12, 2022

Approved: May 21, 2024

Amended: 01.15.2026

Purpose

Legacy Preparatory Academy (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Director (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 Director is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

Definitions

"Common education expense"

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

"Course" or "class"

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

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

"Extracurricular activity"

- (a) means an activity or a program that:
 - (i) is not a course; and
 - (ii) the School provides, sponsors, or supports.
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

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

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

"Fee" includes:

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

"Fee" does not include:

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

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

"Instructional equipment"

- (a) means an activity-, course-, or program-related tool that:
 - (i) a student is required to use as part of an activity, course, or program in a secondary school; and
 - (ii) becomes the property of the student upon exiting the activity, course, or program.

- (b) does not include School equipment, an instructional supply, or a personal student supply for a secondary student.

“Instructional supply”

- (a) means a non-reusable or a consumable material or supply that is necessary to use, expend, or deplete as a component or element of an activity, course, or program in a secondary school.
- (b) does not include a personal student supply for a secondary student.

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

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

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

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

“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 employee's School employment capacity;

(B) the activity, class, program, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or

(C) the activity, class, program, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.

(b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

"Provision in lieu of fee"

(a) means an alternative to fee payment; and

(b) may include a plan under which fees are paid in installments or under some other delayed payment arrangement or a service in lieu of fee payment agreement.

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

(a) fully participate in school or in a School activity, class, or program;

(b) successfully complete a School class for the highest grade; or

(c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:

(i) peer pressure, shaming, stigmatizing, bullying, or the like; or

(ii) withholding or curtailing any privilege that is otherwise provided to any other student.

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

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

“School activity clothing” does not include:

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

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

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

“Something of monetary value”

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

“Textbook”

- (a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;

- (b) includes:
 - (i) a hardcopy book or printed pages of instructional material, including a consumable workbook; or
 - (ii) computer hardware, software, or digital content; and
- (c) does not include School equipment, instructional equipment, or instructional supplies.

“Waiver” means a full release from:

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

General School Fees Provisions

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

If the School imposes a fee:

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

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

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.

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, 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 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.

Fees for Optional Projects

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

additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

Fees for Activities Outside of the Regular School Day

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

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

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

Fees for Extracurricular Activities

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

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

Other Miscellaneous Fees

Fees for Adult Education

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

Fees for Remediation Programs

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

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

Fees for Charter School Application Processing

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

Fee Schedule

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

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

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

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

Maximum Fee Amounts

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

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

Notice to Parents

The 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.

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.

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 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.

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.