



EARLY LIGHT
ACADEMY

Board Meeting Materials

BOARD MISSION:

AS THE BOARD OF EARLY LIGHT ACADEMY, IT IS OUR MISSION TO OVERSEE THE SCHOOL'S STRATEGIC DIRECTION AND VISION. IT IS OUR ROLE TO GOVERN AS OPPOSED TO MANAGE. ACTING WITH A UNIFIED VOICE, WE STRIVE TO SUPPORT AND ENSURE A LASTING AND SUSTAINABLE FUTURE FOR ELA. WE SEEK TO INSPIRE AND PROMOTE AN ATMOSPHERE OF INTEGRITY, TRANSPARENCY AND ACCOUNTABILITY. WE SERVE TO EMPOWER THE SCHOOL'S ADMINISTRATIVE LEADERSHIP TO EXECUTE ITS MISSION OF ACADEMIC EXCELLENCE, GROWTH AND ACHIEVEMENT.

May 20, 2026

Early Light Academy

Board of Directors Meeting Agenda

Wednesday, May 20, 2026

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



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

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

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

WE are what history books are made of!

AGENDA

8:30 AM – INTRODUCTORY ITEMS

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

PUBLIC COMMENT (Comments will be limited to three minutes)

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

REPORTS

- Administration
 - ✓ [Annual Comprehensive Guidance Data Review](#)
 - ✓ [Director Report](#) – Stephanie Schmidt
- Board of Directors
 - ✓ [Financial Update](#)

CONSENT ITEMS

- [March 18, 2026 Board Meeting Minutes](#)
- [Amend Boys' Maturation presenter from Kelly Bird to Ann Henry on May 20th](#)

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.

VOTING ITEMS

- [Eide Bailly Statement of Work Letter](#)
- [2026-2027 Teacher & Student Success Act Plan](#)
- [2026-2027 School Fee Schedule](#)
- [Amend Fee Waiver Policy](#)
- [Les Olson Copier 3-Yr Lease Agreement](#)
- [Fire Alarm Monitoring System Installation](#)
- [Calcut Consulting Contract](#)
- [Connected2Therapy Agreement](#)
- [Educational Therapy Professionals \(Richard Hagen\) Agreement](#)
- [CommGap Rate Card](#)

DISCUSSION ITEMS

- Calendaring Items – ALL
 - ✓ Next PreBoard Meeting – June 2nd @ 11:30 a.m.
 - ✓ Annual Board Meeting – June 17th

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

ADJOURN

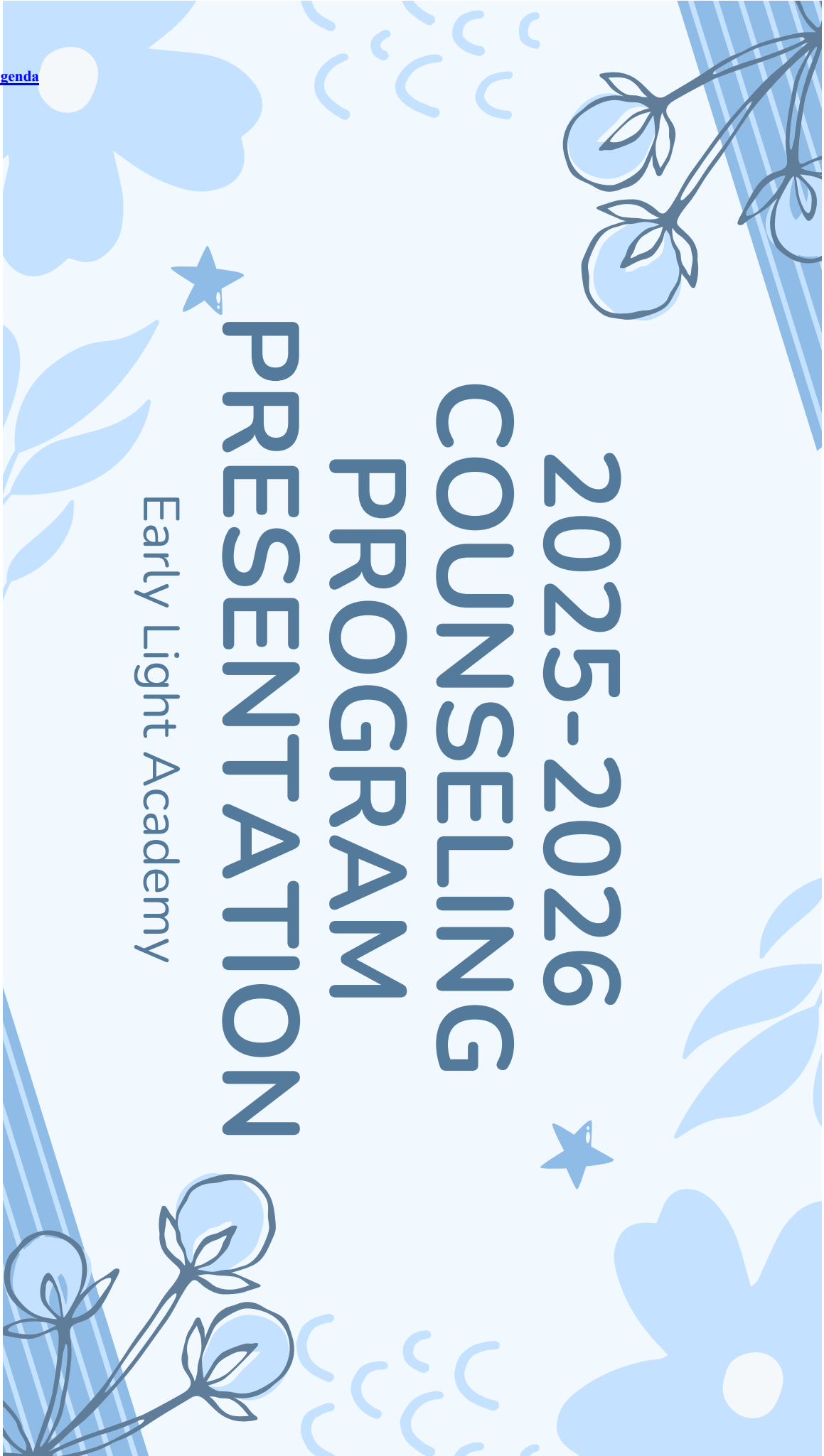
UPCOMING CALENDAR ITEMS

June

2026-2027 Annual Budget
2025-2026 Final Amended Budget
Summer Purchasing Plan
2026-2027 Sex Ed Instruction Committee
Property & Liability Insurance Renewal
Director Evaluation
Ratify Board Members & Terms
Ratify Board Officers
2026-2027 Board Meeting Schedule
Neurobehavior Center for Growth Agreement
Mental Health Screening Determination *[if changed]*
Title IX Athletics Reporting [if you have athletics in your Jr. High]
RFP for Food Service Management [Lunch Pro 5-yrs Exp June 2026]
Review Positive Behavior Plan [Can email board or reapprove if changes]
Required Annual PPPT
Annual Fraud Risk Assessment/Ethical Behavior

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2025-2026 COUNSELING PROGRAM PRESENTATION

★

Early Light Academy

ABSENTEEISM

In the 2024-25 school year,
Early Light Academy had a
chronic absenteeism rate of:

15% for all grades K-6

18% for grades 7-9

Area of Focus:

Attendance

Who?

All students (K-9)

Goal:

Decrease all
students Chronic
Absenteeism
Rate by 3%.

When:

By the end of the
3rd term



How will achieving this goal lead to significant and meaningful outcomes for students?

Students are missing out on classroom learning time due to absences. Academics are being highly affected, as is social emotional well-being and social relationships.



Interventions

Individual Level

Our attendance secretary sends texts messages to parents/guardians for each absence, and sends letters to parents/guardians at different intervals of absences.

Classroom Level

Teachers remind students of the importance of attendance, and also contacts students' parents/guardians when students are absent for an extended period of time. Also Advisory and classroom lessons on attendance.

School Level

We have different school-wide incentives for regular student attendance. We also promote regular attendance in our school-wide newsletter.
Jr high initiative for perfect attendance (prizes and raffle for gift card)

Family Level

Families receive weekly newsletter that includes things like attendance statistics, resources for regular school attendance, helpful tips, etc.





How is it going for Elementary?

Fall

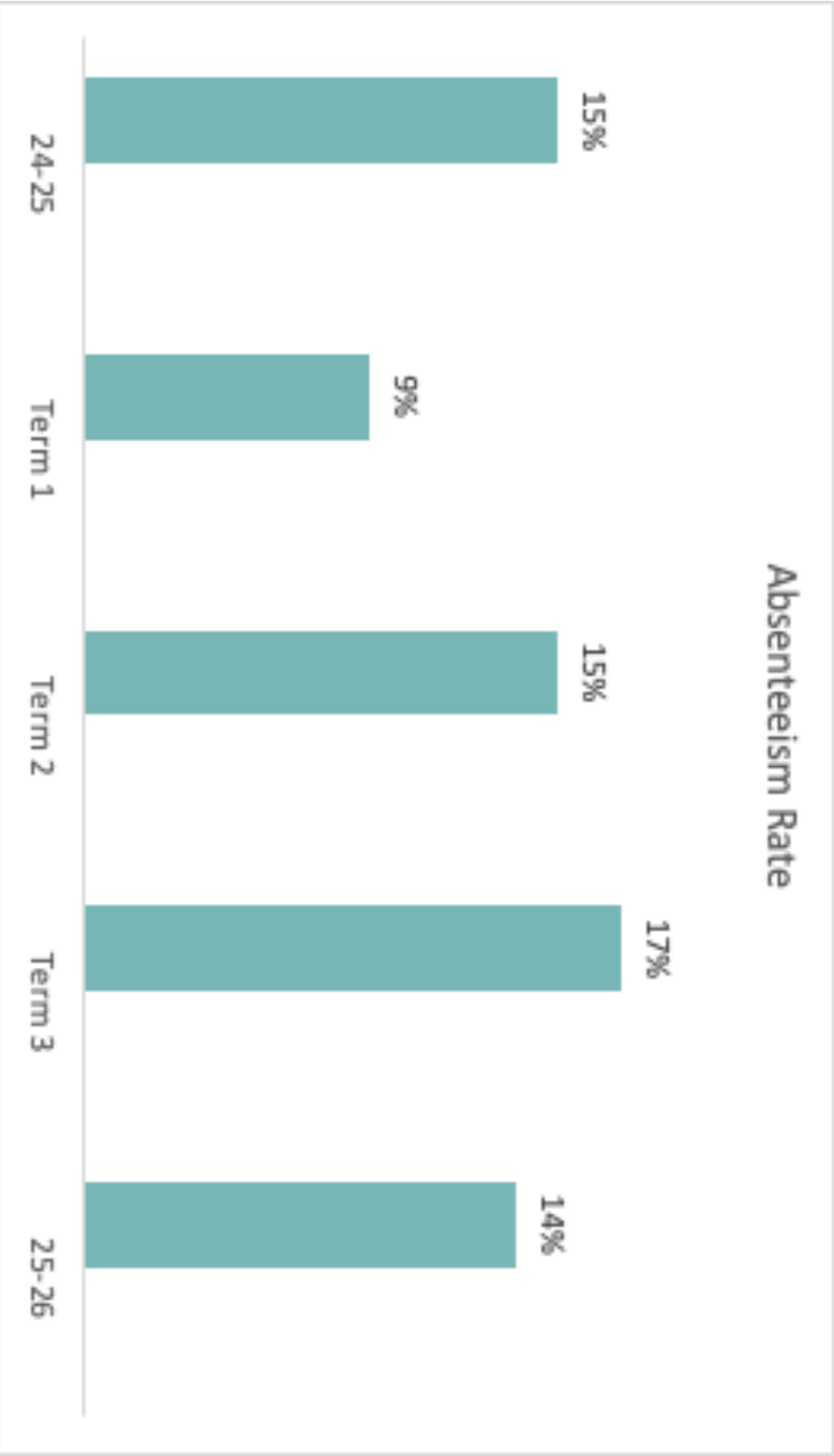
The chronic
absenteeism
rate was 9%

Winter

The chronic
absenteeism
rate was 15%

Spring

The chronic
absenteeism
rate was 17%





How is it going for Secondary?

Fall

The chronic
absenteeism
rate was 13%

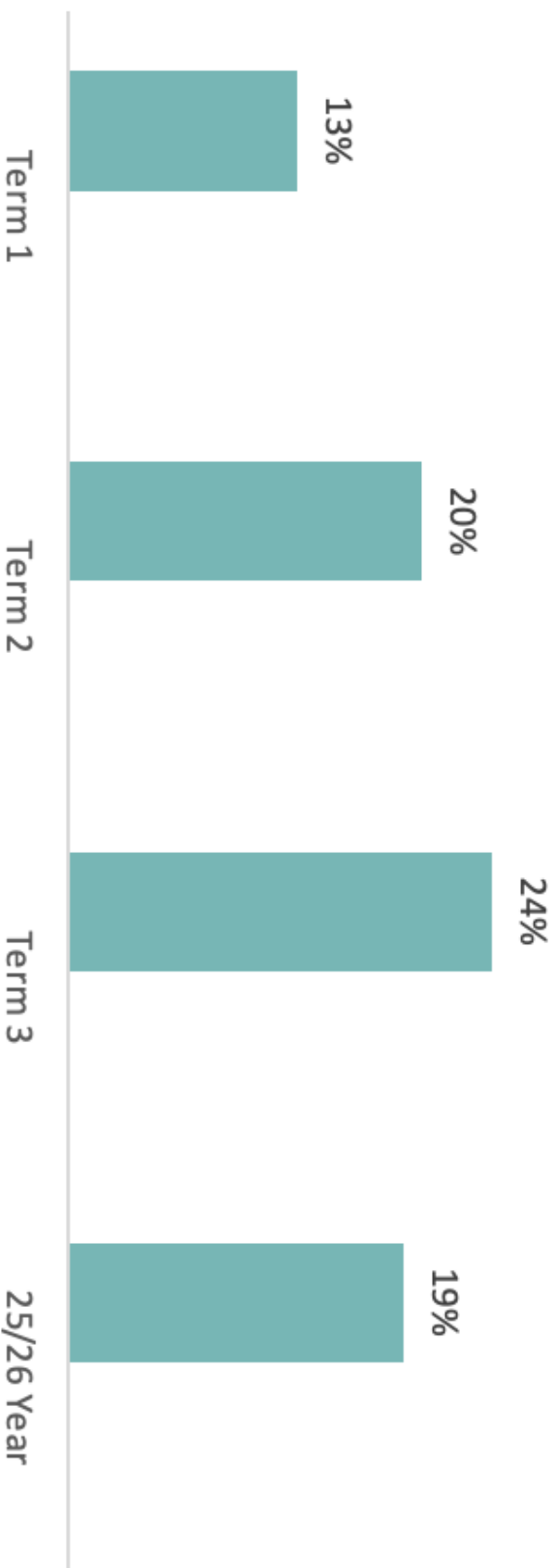
Winter

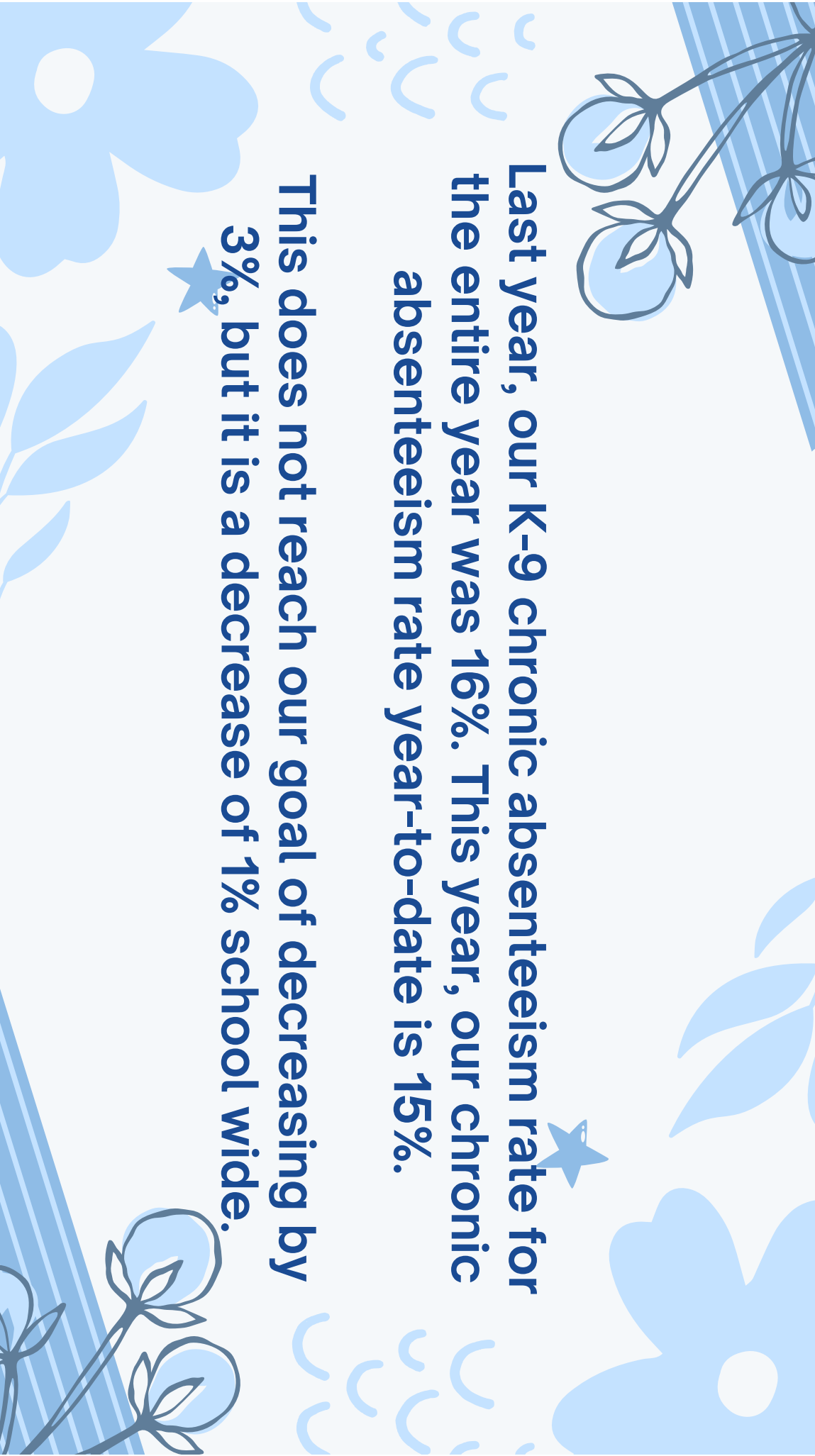
The chronic
absenteeism
rate was 20%

Spring

The chronic
absenteeism
rate was 24%

Chronic Absenteeism Rate





Last year, our K-9 chronic absenteeism rate for the entire year was 16%. This year, our chronic absenteeism rate year-to-date is 15%.

This does not reach our goal of decreasing by 3%, but it is a decrease of 1% school wide.

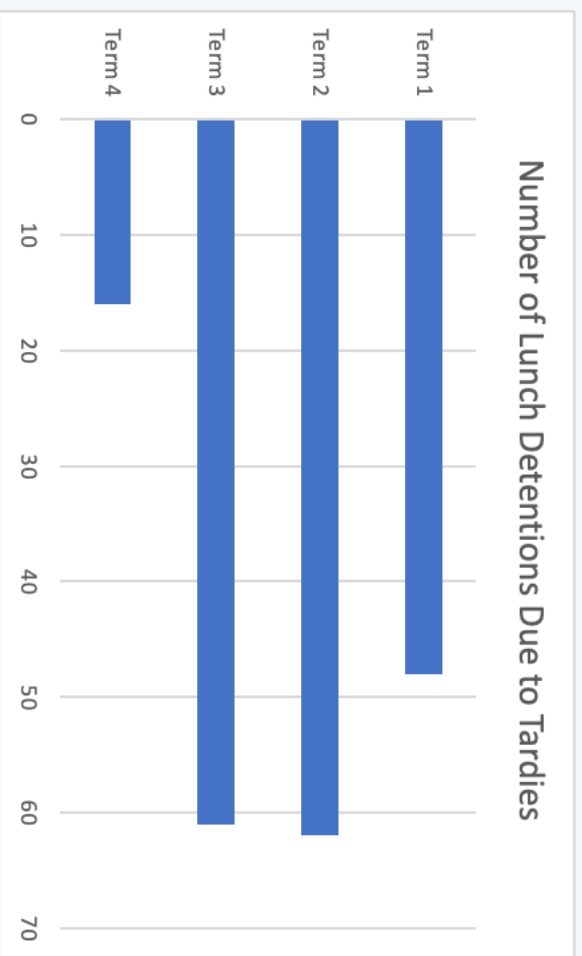
Jr. High Initiative

Jr high tardies and lunch detentions have decreased since we implemented the perfect attendance initiative. The average attendance rates have also increased by 2% in the Jr. high since the implementation (see below).

Feb '26	Mar '26	Apr '26	May '26
90%	92%	92%	91%

Jr. High Initiative

We have had less lunch detentions due to tardies from when we started in March, halfway through term 3 and all of term 4.



We would love to continue this initiative next school year as long as we have funding for prizes and gift cards. Also, based on the positive trend we've seen in the Jr high, I believe we should implement it grades 5th-9th.



Does anyone
have questions?

THANK
YOU





DIRECTOR'S REPORT

May 20, 2026

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

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

- Highlights
 - Disneyland SMAC Leadership Trip Presentation - Cora Lyons & Chelsey Sorensen
 - Indoor Media-Find Local Results- [Progress_Report \(1\).pdf](#)
 - End of Yr Grade-level Productions!
 - Boys volleyball won 2nd place in State!
 - Spotlight singers received 3 “Excellent” ratings at state, which is the highest score!
 - 9th Grade Capstone Trip - Touring Weber State, Team Building at USU
 - State Science Fair Winners

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

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Presentation (special award)		Jonathan Rangel	What Product can make studying birds easier
Third Place	Biomedical, Medicine & Health Science	Dhiren Gandham & Maxwell Clark	Reflex Rumble
Second Place	Behavioral & Social Science	Violet Greene	I Know the Answer... Right?
First Place	Behavioral & Social Science	Paige Ragsdale & Sophia Hill	Are you more susceptible when you hear somebody else?
First Place	Chemistry	Melanie Denkers	The flaming inferno
First Place	Earth & Environmental Science	Vedhav Devarajan	From Surface to Sky: Tracing Heat to Greenhouse Gases
	Grand Champion	Jonathan Rangel	What Product can make studying birds easier
	Grand Champion	Kitra Skousen	Natures True Colors
	Thermo Fisher Innovators Challenge	Jonathan Rangel	What Product can make studying birds easier
	Thermo Fisher Innovators Challenge	Kitra Skousen	Natures True Colors
	Thermo Fisher Innovators Challenge	Paige Ragsdale & Sophia Hill	Are you more susceptible when you hear somebody else?
	Thermo Fisher Innovators Challenge	Melanie Denkers	The flaming inferno
	Thermo Fisher Innovators Challenge	Vedhav Devarajan	From Surface to Sky: Tracing Heat to Greenhouse Gases

- Reports

- [Update to Dress Code Administrative Procedures](#)
- ELA Employee Handbook

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✓ Monthly Progress Report - Where You Are Now

Your monthly progress report includes a Visibility Score, which shows the average of your Google Business Profile, Yelp, Bing Places, NAP Score, and Voice Search Readiness. Successful scores are most often achieved when all listings are claimed, active, and contain consistent information such as business name, address, and phone number. **However, please note that due to the reliance on third-party data and their connection status, there may be instances where we are unable to find a listing that should be present.**

Early Light Academy [↗](#)

11709 South Vadiana Drive, South Jordan, UT 84009, South Jordan, UT, 84009

(801) 302-5988

<http://www.earlylightacademy.org/>

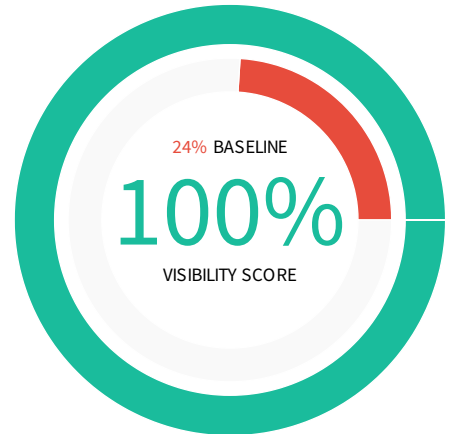
NAP Score 100%

Directory Score 100%

Presence Score 100%

Local Score 100%

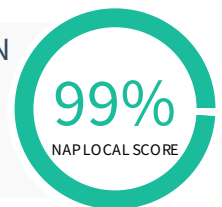
Voice Search Readiness 100%



Local Pages

The Local Pages score is based on the level of optimization of your listing. We assess various factors that contribute to your overall optimization, including the consistency of your name, address, and telephone numbers, as well as reviews, photos, business description, and more!

LOCALS BREAKDOWN

Listings Present 3
Listings Checked 3
Presence Score 100%

<https://maps.google.com/?cid=6461756959209545825>

N Early Light Academy [↗](#)

A 11709 Vadiana Dr, South Jordan, UT 84009

P (801) 302-5988

[Link](#) [↗](#)

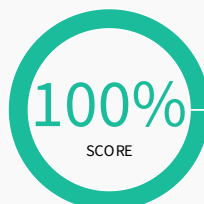
As of 4/18/2026

Detailed Breakdown

Claimed YES

Listings Present YES

NAP Consistent YES



Additional Info

Categories YES

Website URL Present YES

Hours Of Operation YES

Photos Present YES

Reviews YES



N Early Light Academy [🔗](#)

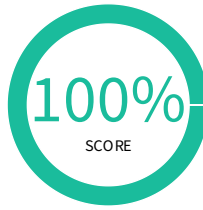
A 11709 South Vadiana Drive, South Jordan, UT 84009, South Jordan, UT 84009

P (801) 302-5988

[Link](#) [🔗](#)
As of 5/2/2026

Detailed Breakdown

Claimed **YES**
Listings Present **YES**
NAP Consistent **YES**



Additional Info

Categories **YES**
Website URL Present **YES**
Hours Of Operation **YES**
Photos Present **YES**
Reviews **NO**



N Early Light Academy [🔗](#)

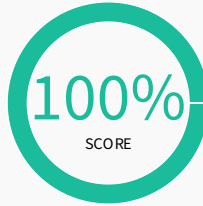
A 11709 S Vadiana Dr, Jordan, UT 84009

P (801) 302-5988

[Link](#) [🔗](#)
As of 4/18/2026

Detailed Breakdown

Claimed **YES**
Listings Present **YES**
NAP Consistent **YES**



Additional Info

Categories **YES**
Website URL Present **YES**
Hours Of Operation **YES**
Photos Present **YES**
Reviews **NO**

📋 Voice Search Readiness

Voice-First Devices are the next big thing. Voice Search is a function that allows users to search the web through spoken voice commands rather than typing. Google Voice Search can be used on both desktop and mobile searches. We check against several parameters that influence voice search and the consistency of your name, address, and phone number in the databases that feed voice search applications.

VOICE SEARCH READINESS BREAKDOWN

Listings Present **5**
Listings Checked **5**
Presence Score **100%**



Directory	Baseline	Client Voice Data Status	Readiness
Google Home	✓ Ready	✓ Synced	✓ Ready
Siri	✗ Not Ready	✓ Synced	✓ Ready
Bixby	⚠ Inconsistent Data	✓ Synced	✓ Ready
amazon alexa	✗ Not Ready	✓ Synced	✓ Ready
Cortana	⚠ Inconsistent Data	✓ Synced	✓ Ready

📋 Voice App

Control your business conversation on voice devices.

Voice Device	Status
Voice App	✗ No Voice App ordered

Data Aggregators

Data Aggregators are data amplifiers. They are important because they distribute business data to hundreds of partners, search platforms, navigation systems, and mobile apps reaching a broader audience than anyone can on their own.

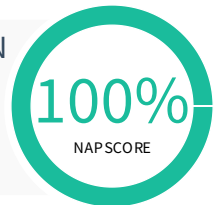
Data Aggregators	Baseline	Status	Your Listing
FOURSQUARE	✗ Not Found	✓ Synced	As of 5/2/2026 ⌚ This partner does not provide a link back, but do not worry, your data has been submitted.
data axle	✓ Found	✓ Synced	Link  As of 3/18/2026
Localeze.	✗ Not Found	✓ Synced	Link  As of 3/18/2026

Directories

Your Local Page and Directory scores are based on the number of places in which your listings are present, divided by the number of local page and directories we've checked. Successful scores are most often obtained when all listings are claimed, active and contain consistent information such as business name, and phone number.

DIRECTORIES BREAKDOWN

Listings Present	43
Listings Checked	43
Presence Score	100%



Local Page or Directory	Baseline	Status	Your Listing	Notification
 Alignable	✗ Not Found	✓ Synced	As of 5/1/2026 ⌚ This partner does not provide a link back, but do not worry, your data has been submitted.	
 BubbleLife	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
 CHAMBEROFCOMMERCE.COM	✓ Found	✓ Synced	Link  As of 5/2/2026	
 Citysearch	✗ Not Found	✓ Synced	As of 5/1/2026 ⌚ Link is currently being processed.	
 City Squares	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
 CYLEX	✓ Found	✓ Synced	Link  As of 5/1/2026	
 dexknows	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
 eLocal.com	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
 eZlocal.com	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
 findopen	✓ Found	✓ Synced	Link  As of 5/1/2026	
 Hotfrog	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
 iBegin	✗ Not Found	✓ Synced	Link  As of 5/2/2026	

Local Page or Directory	Baseline	Status	Your Listing	Notification
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	As of 5/1/2026 ⌚ Link is currently being processed.	
	✓ Found	✓ Synced	Link  As of 5/1/2026	
	✗ Not Found	✓ Synced	As of 5/2/2026 ⌚ Link is currently being processed.	
	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✓ Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 3/29/2026	⚠ Temporary Error: Customer success notified
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	As of 5/1/2026 ⌚ This partner does not provide a link back, but do not worry, your data has been submitted.	
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✗ Not Found	✓ Synced	Link  As of 5/2/2026	
	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✗ Not Found	✓ Synced	Link  As of 3/27/2026	⚠ Temporary Error: Customer success notified

Directory FTP

Directory FTP (File Transfer Protocol) is a system used to securely transmit digital data files of location information.

Local Page or Directory	Baseline	Status	Your Listing
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Local Page or Directory	Baseline	Status	Your Listing
 Apple	✗ Unable to Scan	✓ Synced	Link 
	✗ Not Found	✓ Synced	⌚ This partner does not provide a link back, but do not worry, your data has been submitted.
ListYourself.net	✗ Not Found	✓ Synced	⌚ This partner does not provide a link back, but do not worry, your data has been submitted.
	✗ Not Found	✓ Synced	⌚ This partner does not provide a link back, but do not worry, your data has been submitted.

GPS Mapping Accelerators

Our tool further syndicates business information to powerful mapping platforms with more than 80 sources of data including the following:

[GARMIN](#)
[TOMTOM](#)
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[GENERAL MOTORS](#)
[INFINITY](#)
[KIA](#)
[MAZDA](#)
[MERCEDES](#)
[PIONEER](#)
[SAMSUNG](#)

[SONY NAVIGATION](#)
[TOYOTA](#)
[VOLKSWAGEN](#)
[VOLVO](#)

GPS Mapping Source	Baseline	Status	Your Listing	Comment
	✗ Not Found	✓ Synced	As of 3/18/2026 ⌚ This partner does not provide a link back, but do not worry, your data has been submitted.	
Uber	✗ Not Found	✓ Synced	Link  As of 5/1/2026	
	✓ Found	✓ Synced	Link  As of 5/1/2026	

Due to the vagaries that can occur in the electronic distribution of information and due to the limitations inherent in providing information obtained from multiple sources, report refreshing, and report caching there may be delays, omissions, or inaccuracies in the content provided on this report. As a result, we do not represent that the information posted is correct in every case.



EARLY LIGHT ACADEMY

Dress Code Administrative Procedures

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

Early Light Academy has adopted the following dress standards for all students during school hours. All clothing must be unadorned, clean, in good condition, and sized appropriately.

Collared shirts paired with dress code bottoms are standard student dress Monday through Thursday in the approved colors below, according to our school's style guide. School spirit dress is allowed, as specified, on early release days; Spirit attire can be mixed and matched with standard student dress on all early release days.

Corrective Action

Corrective action may be taken if Dress Code procedures are not adhered to by students. Attempts should not be made to conceal or cover up any dress code violations.

Corrective action steps for violating the Dress Code: (Violations will be noted and tracked.)

- **1st Violation** – Parent communication, change of clothes requested
- **2nd Violation** – Parent communication, change of clothes required
- **3rd Violation** – Parent communication, change of clothes required, Lunch detention
- **4th Violation** – Parent communication, change of clothes required, corrective action may include in or out of school suspension.
 - ✓ Continued violations of school policies may lead to expulsion.

Tops

Colors

- Approved solid colors: white, navy blue, light blue, light gray, gray and black.
- Tan cannot be worn on top, unless it is part of a dress or jumper.
- Blue must be navy or light/baby blue.
- Heathering (intermixed dark and light threads) permitted only on gray tops.

WHITE	NAVY BLUE	LIGHT BLUE	LIGHT GRAY	GRAY	BLACK
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Styles

- Must have a collar-- turtlenecks and any variety of mock necks are prohibited
- Must be appropriate in fit and length; Shirts must be long enough to be tucked in, and stay tucked in, but are not required to be tucked.
- May be long or short sleeved.
- Layering with a solid undershirt of any color is permitted but the outer shirt must be collared and buttoned.
- Button-up shirts must be buttoned at least 3/4 of the way.
- School logo on a regular polo shirt is optional.
- Solid sweaters, vests, and sweatshirts in the approved colors are acceptable as layers over **a collared dress code shirt**. Sweaters/sweatshirts may have hoods. Hoods must be worn down when inside the building.
- Sweatshirts purchased through PEAK are allowed on standard dress code days, but must have a solid dress code collared shirt underneath.



Never Allowed

The following items are **NEVER** allowed as tops, unless explicitly specified. The Director may, from time to time, authorize other types of clothing and/or accessories to be allowed on a particular school day (i.e. during Spirit Week, Day in History, and other atypical school days). Guidelines will be articulated in advance for any optional, atypical dress days.

- Holes, rips, and tears whether manufactured or due to wear.
- Faded color (for example, black should be true black and not faded or washed out). Color deviations from the intended approved colors (i.e. no royal blue, teal, turquoise, cream, off-white, or neon hues of any color).
- Sleeveless tops of any kind, halter-tops, midriff shirts, or shirts with plunging necklines.
- Offensive or vulgar language, designs, images, or clothing that contains inflammatory political statements, messages, or images.
- Advertisement of drugs, alcohol, tobacco, acts of violence, or lawlessness.
- Leather, vinyl, and/or nylon fabrics.
- Visible underclothing.
- Gang related items and colors, as well as torn, cut off, and sheer clothing, will not be permitted at school.
- Non-ELA wording, graphics, or designs with the exception of the official school logo, unless otherwise specified below are only allowed on dress down days.

Bottoms

Colors

- Approved solid colors: white, navy blue, tan, and black
- Black must be true black and not faded or washed out.
- One-piece dresses with a collar are approved in all bottom colors as well as the light blue color that is approved for dress code tops.



Styles

- May have a plain or pleated front
- Bottom options are pants, shorts, capris, skirts, jumpers, or one-piece dresses. Bottoms must be at least mid thigh in length when standing naturally.
- Jumpers must be worn with a collared shirt underneath in approved dress code colors for tops
- Leggings may be worn under skirts or dresses.



Never Allowed

The following items are **NEVER** allowed as bottoms, unless explicitly specified. The Director may, from time to time, authorize other types of clothing and/or accessories to be allowed on a particular school day (i.e. during Spirit Week, Day in History, and other atypical school days). Guidelines will be articulated in advance for any optional, atypical dress days.

- Holes, rips, and tears whether manufactured or due to wear.
- Faded color (for example, black should be true black and not faded or washed out). Color deviations from the intended approved colors (i.e. no royal blue, teal, or turquoise).
- Offensive or vulgar language, designs, images, or clothing that contains inflammatory political statements, messages, or images.
- Advertisement of drugs, alcohol, tobacco, acts of violence, or lawlessness.
- Leather, vinyl, and/or nylon fabrics.
- Bottoms that could be considered yoga pants, leggings, or sweats outside of PE classes.

- Sweats are not allowed other than on dress down days. Sweats are not allowed on spirit dress days.
- Leggings as pants. Leggings are allowed under uniform bottoms.
- Visible underclothing.
- Bottoms that sit lower than the top of the hip bone.
- Gang related items and colors, as well as torn, cut off, and sheer clothing, will not be permitted at school.
- Non-ELA wording, graphics, or designs, with the exception of the official school logo, are only allowed on dress down days.

Shoes

Styles

- Shoes appropriate for the day's activities must be worn at all times.
- Shoes must have closed toes.

Never Allowed

- Inappropriate shoes, including but not limited to: sandals, slippers, flip-flops, as well as shoes with wheels, open toes, and high-heels.
- Crocs or similar foam clog-style shoes are not allowed for students in kindergarten through 6th grade.
- Costume shoes are not appropriate shoes for school.

Accessories

Styles

- Socks, tights, and leggings may be solid or patterned.

Never Allowed

The following items are **NEVER** allowed as accessories, unless explicitly specified. The Director may, from time to time, authorize other types of clothing and/or accessories to be allowed on a particular school day (i.e. during Spirit Week, Day in History, and other atypical school days). Guidelines will be articulated in advance for any optional atypical dress days.

- Adornments (including on the face), such as gems, glitter, etc.
- Extreme or distracting accessories, makeup, hairstyles, belts, and jewelry, including gauges and plugs.
- Head coverings except when worn for religious or cultural purposes.
- Non health related masks
- Gang related items and colors, as well as torn, cut off, and sheer clothing, will not be permitted at school.
- Non-ELA wording, graphics, or designs, with the exception of the official school logo, unless otherwise specified below, are only allowed on dress down days.

Outerwear

- Includes backpacks, hats, sunglasses, and non-dress code attire.
- May be worn to and from school and during recess.
- Sweaters and sweatshirts worn in class must follow school dress rules.
- Outerwear, such as non-dress code sweatshirts and sweaters, must be removed before class begins.

Jr. High Physical Education Uniform

- Gym clothes will be required for Jr. High athletic classes and activities during school hours.
- Athletic bottoms are required. They must be in specified dress code colors and length.
- An athletic shirt will be provided by the school and must be worn during physical education activities. Shirts cannot be modified in any way.
- Tennis or athletic shoes are required.

School Spirit Dress Day

On early out days, including all Fridays and other early release days, as specified annually on the school calendar, school spirit wear is allowed and is defined as the following:

- Any ELA branded T-shirt or sweatshirt, which include tops from school-sponsored clubs, sports, classroom T-shirts, or activities.
- Dress code bottoms or blue jeans (no holes, rips, or tears).
- Official ELA Style Guide branding is required when using the official school logo and/or mascot.

School Dress Down Day

The school has a dress down day each month. On those days, students are invited to wear casual attire that is not normally allowed during the month. All clothing worn on dress down days must be school appropriate and adhere to school dress code guidelines. Clothing with inappropriate styles and designs, pajamas, costumes, or other similar type clothing (such as those listed in the “Never Allowed” sections) are prohibited.

Other Dress Code Guidelines and Information

Dress code items may be purchased at any location, as long as they meet the criteria and colors described in this policy.

Fall school pictures are always in standard student dress code attire for yearbooks and class pictures. For Spring pictures, students are able to “dress down” and must follow our standard dress down guidelines.

ELA Volunteer Dress Guidelines

In addition to a student dress code, ELA requests volunteers dress appropriately. Volunteers are encouraged to dress business casual, and underclothing should not be visible.

Employee Handbook



EARLY LIGHT
ACADEMY

EARLY LIGHT ACADEMY

11709 South Vadiana Drive, South Jordan, UT 84095 | 801.302.5988 phone | 801.727.0773 fax

We are building a culture that blends kindness and humility with growth and achievement. We are not looking for people who fit a particular mold, who do things the same way, or feel they need to be perfect, but instead are flexible, creative and use their diverse strengths to enhance our shared experience at ELA. We are looking for team players who exhibit the unique and empowering personality traits that are taught in Patrick Lencioni's book entitled The Ideal Team Player. We are looking for people who are Hungry, Humble, and Smart. We are looking for teammates who enjoy being together, brainstorming, collaborating, and who prioritize creating a "together" culture. We are looking for team players who see passion and purpose in their work, seeing it as a craft, and will do what it takes to move themselves, this team, and the school forward.

Early Light Academy's Employee Handbook has been prepared as a guideline and information resource for employees regarding aspects of employment. These policies are presented as a matter of information only and cannot be a complete and comprehensive resource covering all circumstances and situations in which the employees might find themselves, nor can it serve as an all-encompassing resource covering all policies and procedures which may pertain to employment. ~~Additional employee resources and information are available on the employee Canvas page.~~ If at any time an employee has questions or concerns about these policies or any other aspect of his/her employment, the employee is responsible to seek clarification from the Director or their immediate supervisor.

These policies supersede all and any prior school policies, oral or written, concerning conditions of employment, other than those expressly written in Helpside's Employee Handbook. The school reserves the rights to alter, withdraw, or add to any or all sections of this Employee Handbook without prior notice.

Employees are required to provide assurances annually that the most current version of the employee handbook has been read and understood. Employees are encouraged to ask questions to clarify understanding before signing off on such assurances.

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General Job Duties of Early Light Academy Team Members

Below is a list of general job duties and responsibilities that are applicable to each employee of Early Light Academy. The list is not meant to be an exhaustive list of employee job duties and responsibilities. In addition, the school may provide employees with a list of more specific job duties applicable to their individual position at the school. Moreover, the list below is provided for employee information purposes only and, importantly, does not alter the at-will nature of the employment relationship.

Each employee of Early Light Academy shall:

- Use his/her best efforts in serving the school.
- Support the school policies, curriculum, administration, and the Board of Directors.
- Support the school's mission and vision and use them as the foundation for all educational efforts made to empower the school's students.

- Not engage in any outside employment that would impact his/her ability to perform these duties and responsibilities or adversely reflect upon or impact the school.
- Perform their work during the hours of employment to be determined by the Director of the school. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
- Refrain from using the school's name for any purpose without the express permission of the Board of Directors and/or Director.
- Act in a professional, positive, and respectful manner whenever conducting school business, or when it is reasonably expected the Employee would be viewed as a representative of or someone associated with the school, whether the Employee is on or off school grounds; this includes the use of social media. Employees shall refrain from appearing to speak as a representative of the school, including on social media, unless expressly authorized by the Director.
- Practice high standards of ethical behavior in accordance with all applicable ethical standards, including, but not limited to, the school's Ethics Policy and trainings.
- Obtain a background check prior to commencement of any duties.
- Dress in professional attire as outlined in this Employee Handbook.
- Comply with all of the policies set forth in the Handbooks issued by both the school and Helpside and any other policies and procedures established by the Director and/or the Board of Directors.
- Comply with all applicable state and federal laws in connection with the performance of his/her duties.
- Maintain in the strictest of confidence all personal information regarding any students or employees of the school.
- Work under the direction of the Director and any other supervisor assigned by the Director, such as a Principal.
- Perform specific and/or additional duties as assigned by the Director and any other supervisor assigned by the Director or Principal.
- Participate in professional development activities, back-to-school training, and other growth opportunities throughout the school year as articulated by the Director or any other supervisor assigned by the Director.
- Perform duties related to the administration of school programs, curriculum, and grants associated with them, and ensure that they are consistent with the school's philosophy and goals.
- Endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engage in professional development activities.
- Assist the Director and/or Principal with ensuring students, faculty, and staff are safe on school grounds, including assisting with supervision as needed during drop-off and pick-up, lunch, etc.
- Assist the Director and/or Principal in working toward helping all students meet or exceed national, state, and local academic standards.
- Attend and demonstrate support for school-sponsored events as requested by the Director and/or Principal.

- Actively work to support the Director and/or Principal in the development of good staff morale and a collaborative team culture.

Academic Integrity

Academic honesty and integrity are expected of all Early Light Academy students and staff. Academic dishonesty, including cheating and plagiarism, will not be tolerated and are cause for discipline, including loss of credit and lowering of citizenship grades for students. Reference the school policy [here](#).

Administration of Medication Policy

The purpose of this policy is to authorize personnel of Early Light Academy to administer medication to students consistent with applicable law. Please consult Early Light Academy's Administration of Medication ~~Procedures~~ [policy here](#) for guidelines.

Alcohol, Drug, and Tobacco-Free Workplace Policy

In accordance with the [Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F](#), Early Light Academy will maintain and enforce a drug and alcohol-free workplace. The school will provide a safe and productive workplace free from possession, manufacture, use, or distribution of tobacco, alcohol, or illicit drugs.

Assessments and Progress Monitoring

In accordance with state law, educational institutions are required to administer state, district, and school assessments to provide all stakeholders with the information to recognize excellence in achievement and instruction and to identify the need for additional resources or to reallocate educational resources in a manner to ensure educational opportunities for all students and to improve existing programs.

Educators are obligated to provide students with opportunities to demonstrate their knowledge and skills fairly and accurately. This includes the requirement to conduct regular and consistent progress monitoring checks at the school's recommended monitoring schedule. Educators involved with statewide assessments must conduct testing in a fair and ethical manner [according to required testing ethics training provided by the school each year](#). All teachers ~~are required to complete ethics training each year, and~~ are responsible to know the testing windows for their individual grade assessments as outlined in the school's Assessment Year-Long Plan.

Attendance and Punctuality of Employees

All employees are expected to arrive on time to work and fulfill their duties throughout the duration of their regular work schedule. If an employee is requesting time off, they must follow ~~established~~-procedures [established by administration](#) ~~found here~~.

Each full-time employee is expected to arrive on campus and be ready to work no later than 8:00 am, and in his/her classroom or instructional space by 8:10. Full-time employees are expected to remain available after school until 4:00 pm, Monday through Friday, unless other arrangements have been approved in advance. Modifications to work hours require Director approval but cannot be less than what is set forth in an employee's Compensation and Benefits Term Sheet. Part-time employees should be on time and remain available for the duration of their contracted time.

Part-time, hourly employees should arrive and leave on time and clock themselves in and out

personally. Clocking another employee in or out is not permitted. Hourly employees should not exceed their weekly hours without approval *in advance* from the Director/Principal/Special Ed Director. Doing so may result in corrective action. Repeatedly going over hours may lead to termination of employment.

Attendance of Students - Student, Parent, ~~and Teacher~~, and School Responsibilities

Relating to student attendance, and in accordance with state law, educational institutions are required to adopt written policies setting forth attendance requirements. The law requires school attendance for every school-age child, which includes all children who are at least six years old but younger than 18 years old between the ages of seven and sixteen years old. Attendance in class is an integral part of the educational process. Students are required to be in attendance every day that school is in session during each academic year. Parents and legal guardians of students are obligated by state law to ensure their children's regular attendance. Regular attendance is important for academic achievement. Parents are discouraged from planning vacations, trips, doctor appointments, etc. when school is in session. Students who miss a class and have an excused absence must make arrangements for completing missed schoolwork upon their return to school.

For any student absence, the parent must contact the school office to inform the school regarding the absence as soon as reasonably possible, preferably before the absence occurs. The parent notification should state the “valid excuse” ~~reason~~ for the absence as outlined in the school's Attendance Procedures; such as illness or appointment. ~~The parent may choose to inform the school in writing, electronically, or by phone call if desired.~~

As required by state law, if a student has 10 consecutive school days of unexcused absences, the student may be unenrolled from Early Light Academy. An “unexcused absence” means an absence charged to a student when the student fails to attend a class or class period that they are assigned to attend and it has not been excused by a parent/guardian. were made during the day and the student's absence could not be accounted for by evidence of a legally valid excuse.

Teachers must record student attendance daily, either by entering it directly into Aspire or reporting it to the office within 10 minutes of the start of the school day. For Junior High teachers, attendance should be reported within the first 10 minutes of the first period and within the first 5 minutes of the rest of the other class periods throughout the day.

Students who arrive at school late must sign in at either the main office, the 5/6 grade building, or the Jr. High building to receive an admittance slip. Students who arrive more than 10 minutes late, will need to receive an admittance slip in the main office. Students who have a pattern of tardiness or attendance issues may meet with an administrator to resolve issues and work together with parents to resolve concerns. Teachers are expected to follow the procedures outlined in ~~Early Light Academy's Attendance Enforcement Process document~~ Early Light Academy's Attendance Enforcement Process document. Please reference the school's Attendance Administrative Procedures ~~only herehere~~.

Breastfeeding

Early Light Academy supports its employees who need to breastfeed or express milk during normal work hours. The School will follow Utah Code Ann. § 34-49-101 et seq. with respect to nursing mothers in the workplace. Employees who are nursing mothers should contact the School's Director or Principal to coordinate logistics. All School employees who are nursing mothers will be provided the following accommodations unless doing so would create an undue

hardship for the School:

- For at least one year after the birth of the employee's child, reasonable breaks to breastfeed or express milk. If possible, such breaks will run concurrent with any other break period otherwise provided to the employee.
- A private room or other location in close proximity to the employee's work area in which to breastfeed or express milk. The room or location will not be a bathroom or toilet stall, but will be a room or location that is clean, sanitary, and available during the employee's designated breaks, and that has an electrical outlet.
- Access to a clean and well-maintained refrigerator or freezer for the temporary storage of the employee's breast milk.

Bereavement

Full-time and part-time salaried employees of Early Light Academy (the "School") are granted up to three (3) days off work, with pay, in the event of the death of an immediate or extended family member. For purposes of this [policy](#), "immediate or extended family member" means a full-time or part-time salaried employee's spouse, child, parent, sibling, grandparent, grandchild, or in-law (father, mother, son, daughter, brother, or sister).

Bereavement leave is provided to such employees only for the death of an immediate or extended family member as defined above and must be taken within fourteen (14) calendar days of the individual's death.

Building Access After Hours

For school events after hours, employees should request permission [to host those](#) via [Permission Click](#) well in advance. Doors should NEVER be propped, as propping doors creates security issues, weakens hinge mechanisms and creates HVAC imbalances. Every attempt should be made to plan in advance and confirm door access needs.

Building Rentals

Early Light Academy rents space to third parties on occasion, including classrooms and common areas. Rates are determined based on for profit and not for profit status. Employees may volunteer to function as building supervisors during third party rentals at a rate coordinated in advance. ~~You can find the school's Building Use Policy [here](#).~~

Employees desiring to rent the building for personal use must follow our [Facilities Rental Procedures](#) on our school's website for approval. Renter agrees to absorb any liability associated with personal use of the building, waiving Early Light Academy from any liability. Custodial fees may be charged if the space is not left in acceptable condition after use.

Cash Handling Policy

Early Light Academy desires to ensure that the school utilizes sound internal controls and properly handles cash received by school personnel authorized to handle cash. All cash received must be deposited within three banking days of receipt. Two individuals should prepare each deposit and follow cash handling procedures applicable to local laws and regulations.

Teachers are not allowed to take cash via an app, or from parents or students for school-sponsored activities or events, including field trips. Parents and students should make payments online or in the front office. You can find the full policy [here](#).

Cell Phone, Personal Electronic Devices

Employees should be aware of the most current version of the Electronic Resources Policy ([here](#)) for guidelines regarding student electronic device use. If a student's cell phone has been taken by a teacher or staff member and turned into the office for a parent to pick up, the teacher or staff member must notify the parent(s) in a timely manner. Many families rely on text or cell phone communication for after school plans. Err on the side of communicating, so parents can adjust plans, as appropriate.

Employees may use personal cell phones sparingly during work hours but every effort should be made to limit this to use only during breaks or in cases of emergency. It is the employee's responsibility to ensure all personal cell phones and devices are never used for unethical or illegal purposes nor should they be accessible to students. Personal cell phone numbers are NEVER to be shared with students. Students are not allowed to use the teacher's personal or school-issued computer and/or device. Students are also not allowed to use any other school device for non-educational purposes.

Chemical Guidelines and Procedures

Early Light Academy abides by the Salt Lake County Health Department guidelines regarding storage of chemicals and maintaining chemical data sheets. Classroom teachers should store hazardous chemicals in locked safety cabinets or storage cupboards, out of reach of students while not in use. Teachers should submit chemical data sheets for any chemicals they store in their classrooms to the main office. More details and guidelines can be found [here](#).

Classifications of Employment

For purposes of salary administration and eligibility for overtime payments and employee benefits, employees are classified as follows:

- Full time regular employees: Employees hired to work the school's normal, full time workweek, on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- Part-time regular employees: Employees hired to work fewer than thirty hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- Temporary employees: Employees engaged to work full time or part time on the school's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of Early Light Academy.)
- Nonexempt employees: Employees who are required to be paid overtime at the rate of time and one half (i.e., one-and-one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.
- Exempt employees: Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours during any given workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions and some computer professionals are typically exempt.

If you have any questions, please contact Administration. The employee will be informed if a change of status occurs as a result of a promotion, transfer, or otherwise.

Classroom Expectations

Employees are expected to perform certain duties upon becoming employed by the School. According to our mission and vision statements, our focus is on utilizing effective instructional techniques to create lifelong learners and inspiring leaders ~~out~~ of each student who attends Early Light Academy. To help facilitate this effort, year-at-a-glance list of duties and responsibilities may be provided to each team member at the beginning of each school year. A year-long plan for assessments, reporting, and accountability may also be provided at the start of each school year.

ELA's yearly plan for assessments, reporting, and accountability may include:

- Test windows for KEEP, literacy, state testing, benchmarks, etc.
- Required reporting dates for YLP, conference, PGPs, accreditation tracking, Title I tracking, and locking grades.
- Frequency expectations for ~~UT Compose~~, progress monitoring, benchmark testing, and formal and informal classroom evaluations.

Teaching Expectations

- Teachers are expected to know and understand their duties as outlined in this handbook and in any other job duties or responsibilities descriptions provided by the school.
- Teachers will provide administration with a year-long plan that includes a pacing guide for covering state standards.
- Standards or "I can" statements are posted where students can see them
- These objectives are referenced throughout the lesson.
- Teachers are showing examples and expectations.

Feedback Expectations

- Give feedback during the lesson and while students are working. Some examples may be: quick checks on white boards, exit tickets, or continually walking around the room to see student work.
- Ask questions to make sure students have received and understood your feedback so they know where to go next.
- Train your students on how to give appropriate and constructive feedback to their peers.
- Effective feedback is timely, individualized, and specific.

Classroom Conduct

Employees shall treat students with respect and consideration while holding them to high standards of academic and behavioral conduct. Early Light Academy shares the following beliefs:

1. All students can learn.
2. Student learning is the top priority of our school.
3. Students learn best when they are actively engaged.
4. Each student is a valued individual with unique physical, social, emotional, and intellectual needs.
5. Students should be provided with a variety of effective instructional approaches to support their different learning styles.
6. Student self-esteem is enhanced by positive relationships where mutual respect is experienced.
7. Commitment to continuous improvement is imperative to the future success of our

students and our school.

Relationships are the foundation of teaching and learning at Early Light Academy. Each employee is expected to develop and implement classroom management policies that ensure respect for all students, employees, volunteers, parents, and board members. Employees should be consistent with their classroom management and use positive academic and behavioral supports and interventions as appropriate.

Use the following document to see classroom management and procedures expectations [Classroom management](#).

Employees are responsible for student discipline in their classrooms. Please see the [Tiered Behavior System](#). Employees should foster positive behavior support strategies and use best practices from PBIS rewards programs to facilitate student behavior.

All employees shall conduct themselves in a professional and positive manner, whether in or out of their instructional spaces. Employees shall avoid behavior that gives the appearance of impropriety or unprofessionalism. Lack of professionalism may be grounds for disciplinary action, including termination.

Classroom Paint and Decor

Classroom paint colors and paint type will remain consistent throughout the school. Do not paint walls without prior approval. The school must approve and provide the paint.

Doors may be decorated but decor must be removed at the end of each event. Decor hung inside classrooms must fit within fire marshall guidelines. See administration for details.

Classroom Pets and Plants

Teachers may request pets and plants in the classroom via [Permission Click for authorization from administration](#). Classroom pets must be approved ***annually at the beginning of each school year after class lists are finalized and student health concerns are known***. The health and safety of all students and staff in the school is paramount and will be carefully considered prior to permission given. Teachers are encouraged to use good judgment and align pet visits to core instruction. Teachers must follow Salt Lake County Health Department guidelines regarding classroom pets and plants. This includes, but is not limited to, having signs that state the species, possible diseases it can spread, and a notice to wash hands after touching or handling. Proper care should be taken to notify parents regarding class pets, prevent allergic reactions students may have by coming into contact with potential allergens, and properly care for classroom pets and plants.

Classroom Windows

Early Light Academy classrooms have windows to let in natural light and allow for classroom activities to be easily observed when passing by. Windows should remain unobstructed a majority of the school day and school year, with the exception of emergency drills, STATE testing, and other *preapproved* times. Student work and classroom decorations should not obstruct eye level windows. Tape should not be used to adhere anything to the windows. Exterior classroom windows should be free from obstructions, as covering them causes them to crack. For this reason, bookcases and furniture are not allowed to be placed against the windows unless they are at least 3 inches away from the window.

Code of Ethics

Early Light Academy employees shall follow all applicable rules outlined by the Utah State Board of Education pertaining to standards and conduct of school employees and educators, including but not limited to R277-217 and R277-316.

In addition to the rules outlined above, Early Light Academy employees shall:

- Be fair, kind, and generous in praise
- Cooperate with colleagues, team teachers, parents, and administrators for the general improvement of the school
- Abide by and enforce all school policies
- ***Enforce the student dress code consistently**
- ***Understand and follow the school Wellness Policy**
- Use no offensive, vulgar, or profane language, actions, or gestures

Action will be taken by the Director/Principal in accordance with the disciplinary action procedures regarding any employee in violation of this code.

Early Light Academy promotes and expects its employees to follow applicable best practices, including the ~~AAE Code of Ethics which can be found [here](#)~~, USBE's [Utah Educator Professional Standards in Rule \(R277-515\)](#) ~~R227-322 Code of Conduct, which can be found [here](#)~~ and Early Light Academy's Staff Code of Conduct [Policy](#), which can be found [here](#).

Communication Expectations

Emails and voicemails are to be returned in a timely manner with parent communication being a priority. The "out of office" auto reply feature should be used after hours, during breaks, and while absent if email responses should not be expected during those times.

Teachers should be proactive about communicating with parents and students. This includes a weekly update of Google Sites/Canvas, regular updates in Aspire, and communication in advance regarding large tests, projects, field trips, and other "big rock" items. Teachers should also monitor student achievement and send communication weekly to parents of students who fall below a "C" or equivalent (2) in any class.

Complaint Procedure

Employees who have a complaint should follow the proper chain-of-command at Early Light Academy. First, if the matter involves another employee, every attempt to work together to resolve the issue in the spirit of collaboration is encouraged. If the complaint is not resolved, discuss the matter with your assigned administrator in order to resolve the matter in the most positive and effective manner. If the complaint is not resolved, then make arrangements to meet with the Director. [Early Light Academy's Grievance Policy](#) should always be adhered to.

Concussion and Head Injury Reporting

Early Light Academy strives to protect the safety and health of students and recognizes that concussions and head injuries are common in children and adolescents. In compliance with Utah Code, the school will notify the parents of a child who reports a head injury. School employees, especially recess aides and PE teachers, should report potential head injuries to the office immediately.

Concussion and Head Injury Procedures can be found [here](#).

Confidential Information

The school requires all employees to treat as confidential any records or information pertaining, but not limited to the performance, behavior, background, preferences, and identification of students, parents, and other employees of the school. Employees may not use such information either directly or indirectly other than for school purposes. Violation of this policy may result in disciplinary action up to and including termination.

Parent volunteers, teachers, staff, and others with authorized access to student education records must receive appropriate student data privacy training by ELA. State law governing student data privacy in education can be found [here](#). Please also refer to ELA's FERPA Policy [here](#) and Data Governance Plan [here](#).

Early Light Academy expects employees to use the "Bcc" feature when sending emails to parents/students who may or may not want their contact information shared without their explicit permission. Always use discretion when communicating and err on the side of discretion and safeguarding privacy.

Corrective Action Procedures

Employee misconduct shall be addressed by the Director/Principal and may result in corrective action. When allegations of employee misconduct arise, the Director/Principal shall investigate the allegations and gather information from involved stakeholders, including the employee.

The following examples are four corrective actions that the Director/Principal may take when working with employees to resolve an issue and/or improve behavior/performance. However, these steps are not binding, and the Director/Principal is not required to undertake all of these steps in any given disciplinary situation. Each unique situation will be handled with appropriate consequences based on individual circumstances.

Possible Corrective Action Steps:

Verbal Warning
Written Warning
Employee Suspension
Termination

Acts of misconduct need not be similar in nature for employees to escalate from one action to the next. Certain offenses can have an immediate and serious negative impact upon the school and are grounds for the school to skip any of the actions listed above or to effect an immediate termination of employment regardless of whether the employee has escalated through all four steps in succession.

Misconduct deserving of disciplinary action includes, but is not limited to:

- Violation of or failure to perform Employee Duties
- Insubordination/Refusal to perform Employee Duties
- Gossip
- Any conduct which endangers or threatens the health, safety, or welfare of any student, employee, or any other person
- Release of confidential information without authorization

- Fighting
- Dishonesty such as, but not limited to, misrepresentation of facts to a colleague, administrator, parent, and/or Board of Directors and unauthorized altering of records. This includes falsifying any information supplied to the school including, but not limited to data on application forms or employment records.
- Inappropriate behavior via digital means, including, but limited to: personal texts, private messaging, chat rooms, emails, and social media
- Any violation of State or Federal Law (excluding minor traffic offenses)
- Violation of Alcohol, Drug, and Tobacco-Free Workplace policies. This includes but is not limited to bringing an intoxicant into or consuming an intoxicant on school property, or reporting to work under the influence of an intoxicant
- Addiction to or being under the influence of a narcotic or other habit-forming drug without a prescription, or abuse of a prescription drug. Employees may be subject to a random drug test
- Use of tobacco in any form whilst on school premises
- Use of Early Light Academy for personal gain
- Negligent or willful damage to school property or excessive waste of school supplies or equipment
- Unauthorized absence or tardiness without due cause
- Possession of firearms or weapons of any kind on school premises without a concealed carry permit or other authorization in accordance with the school's Weapons on School Property Policy (which can be accessed [here](#))
- Use of school computer and network resources, including but not limited to Internet access or email accounts, to access, view, or download any pornographic, sexually explicit, obscene, lewd, or otherwise inappropriate material
- Use of any school computer and/or network resources including, but not limited to Internet access or email accounts, for any form of direct or indirect activity for commercial or political purposes or to obtain financial gain
- Causing damage beyond reasonable wear and tear to school-issued computers or other school property as determined by technology support specialists with experience in determining normal wear and tear allowances over time

Dating Between Employees

Early Light Academy has adopted this policy in recognition of its responsibility to provide guidelines on romantic and sexual relationships with other employees and to caution employees about the potential problems posed by such relationships. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. They can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate relationship. Early Light Academy does not prohibit consensual romantic relationships between employees, but it does impose the following restrictions:

- Early Light Academy strongly discourages supervisors and managers from engaging in romantic or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such a relationship. Additionally, supervisors and managers are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.
- Employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.

Any romantic relationship between a supervisor and subordinate employee must be disclosed to the Director, who will assess the situation and make a recommendation to resolve any actual or potential conflict of interest or impropriety created by the relationship. The recommendation can require the dating couple to determine which partner will resign. Failure to make required disclosures or comply with a recommendation to resolve a conflict can result in disciplinary action up to and including termination.

Donations and Fundraising Policy

We encourage contributions from gracious donors with resources and the inclination to make donations for the benefit of Early Light Academy and ELA students. Most fundraising activities are coordinated through PEAK, Early Light Academy's parent organization. Please refer to Early Light Academy's Donations and Fundraising Policy, including established guidelines and standards for gifts, donations, and fundraising [here](#).

Dress Code

Early Light Academy employees shall dress appropriately and professionally for their daily curricula and work duties. Employees found in violation of the Employee Dress Code shall be subject to disciplinary action.

Staff should wear **professional or business casual attire during the academic school year**.

Both men and women should wear a collared shirt/blouse and pants/skirt, as appropriate or a non-collared top *as part of an overall professional or business casual ensemble*. Jeans of any solid color (with the exception of blue denim) may be worn on any day of the week if they are free from holes, tears, frays and stains when they are accompanied by a business casual or professional top. Blue denim is only permitted on Fridays for Dress Down, ELA Spirit Dress, and other atypical dress days as articulated by the Director. Blue denim jeans must be free from holes, tears, frays, and stains. Regardless of the occasion, blue jeans may only be accompanied by a business casual or professional top, ELA school t-shirt/sweatshirt, or appropriate seasonal, educational or content related shirt/sweatshirt (on occasion). Tops celebrating seasons or holidays may be worn on occasion but must be inclusive and mindful of all individuals. Employees are encouraged to participate in Spirit Week and other themed dress days, following approved dress code standards. Proper footwear is required at all times, including ELA Spirit Days and Field Day. Shoes should be safe and professional in appearance and allow the employee to perform workday duties in a way that does not limit necessary movement (for example, movement that is necessary in the event of an emergency drill).

Teacher attire remains the same for field trips as on traditional uniform school days. The exception is if students are in atypical dress (spirit, class shirt, etc.) that has been pre-approved by the Principal/Director. In that case, teachers may dress in a similar manner.

The following attire is **unacceptable** for employees during the academic school year:

- Flip flops, slippers
- Sweatpants or warm-up suits, leggings as pants (except for PE teachers)
- Casual shorts (including gym shorts, except for PE teachers). However, shorts as part of a business casual ensemble is allowed.
- Skirts or dresses more than 2" above the knee
- T-shirts, hoodies or sweatshirts on traditional uniform school days
- T-shirts, hoodies or sweatshirts outside of approved "spirit dress"

- Clothing with a commercial logo larger than a quarter
- Clothing considered offensive or vulgar
- Hats of any kind (unless used as part of a lesson, during outside duties or otherwise specified by administration)
- Tight or revealing clothing including bare midriffs, low-cut shirts, low-rise pants
- Visible underclothing

Address any questions with administration.

Electronic and Telephone Communications Policy

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of Early Light Academy and as such, are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to, facsimiles, computers, the school's email system, the internet, and copy machines for private purposes is strictly prohibited.

Use of the internet includes all restrictions that apply generally to the use of the school's email and other electronic and telephonic equipment, as noted above. In addition, the following rules apply with respect to internet usage:

- No Browsing of Restricted Content Websites - The school may block access to websites that contain pornographic material. However, the internet changes on a daily basis. Users who find new sites that the school has not yet blocked are required to report such sites to the appropriate individuals in the school's Technology Department. Browsing web sites or downloading material that contains pornographic material is never allowed and doing so will lead to termination.
- No Downloading of Non-Business Related Data - The school allows the download of files from the internet. However, downloading files should be limited to those that relate directly to school business.
- No Downloading of Application Programs - The school does not permit the download or installation on school computers of application software from the internet or other sources without prior approval. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard school applications.
- No use of subscription-based services without prior approval. Some internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the express approval of the school's Director.

Employees should not use electronic devices, including cellular phones, to communicate with students directly, including via text message, email or social media. Communication of this type should always be addressed to the student's parent(s). Using services like "Remind 101" is appropriate, as it is a way of communicating with students and parents at the same time, on the same thread.

Employees are responsible for school-issued computers, including teacher laptops, iPads, and student technology. Teachers are responsible for damages outside of what could be considered normal wear and tear to their teacher laptops, chargers, and other school-issued technology or equipment. Teachers are also responsible for the condition of school-issued student devices under their supervision. Teachers should review device handling practices with students and monitor for any damages while using mobile device labs. Teachers should not leave students unattended with school computers or other technology at any time for any reason. Monitoring software utilized by

the school should ALWAYS be used.

Event and Theater Requests

Anytime there is an anticipated change to the typical school routine, including class parties, guest speakers, use of another space outside the classroom, etc., an “Event Request” in Permission Click is **required at least one week in advance**. Similar to field trip request procedures, teachers should check the internal school calendar and the assessment calendar for conflicts and submit an “Event Request” through the Permission Click link [here](#).

If the theater space would be appropriate for an event, teachers should check the internal school calendar and the assessment calendar for conflicts and then submit a theater request through Permission Click BEFORE submitting an event request. An event request should be submitted following the theater request approval.

Field Trip Requests

All field trips must be coordinated as grade level teams and be pre-approved by the Director/Principal via the [Permission Click](#) Field Trip form. The following procedure outlines the appropriate steps to take when arranging a field trip:

- Check the internal school calendar for any conflicts (avoid picture days, school breaks, testing schedule, etc.)
- Submit a request through Permission Click; **2 week minimum notice required**
- Arrange for transportation through the school’s business manager. Each grade level is allowed one **bus** field trip per year. Any additional bus field trips will need to be funded through grants or alternate budgets preapproved by the Director/Principal.
- Send home permission slips for parent signatures

Field trips and their curricular connections must be approved by administration. Once approved, events will be placed on the appropriate calendar. Please notify the office well in advance regarding applicable payment arrangements. Students and parents should pay field trip money directly to the main office. **Teachers and aides should never collect money directly from students.**

It is the responsibility of the teacher to communicate the details of any field trips with parents, including providing and collecting permission slips and arranging for parent chaperones well in advance.

Students attending field trips are considered present and enrolled at school. Therefore, any student that goes on a field trip with their class is required to return to ELA with their class, unless a pre-arranged request has been approved with a “Field Trip Release Form” for student(s) to be released to their parent(s)/guardian(s). Students attending school while not participating in a field trip should be provided with alternative activities and supervision if necessary. Field trips and other school-sponsored activities are equivalent to excused absences from other classes and participating students should be given the opportunity to make up work or points missed from other classes, including participation points. Points can also be excused at the discretion of the teacher.

Many teachers like using parks or other outdoor spaces in the surrounding Daybreak neighborhood for class parties and outings. Use of Daybreak parks require a reservation and permission through the HOA. Please be good neighbors by properly requesting reservations for

any applicable Daybreak amenities.

Grading

Early Light Academy's Grading Scale

Range for K-3		K-3	2025-2026 4-9 Grading Scale			Percents	
4	3.5-4.0	4	A	3.65	4	91.25%	100.00%
3	3.0-3.49	4	A-	3.5	3.64	87.50%	91.00%
2	2.5-2.99	3	B+	3.35	3.49	83.75%	87.25%
1	0.1-2.49	3	B	3.15	3.34	78.75%	83.50%
		3	B-	3	3.14	75.00%	78.50%
		2	C+	2.85	2.99	71.25%	74.75%
		2	C	2.65	2.84	66.25%	71.00%
		2	C-	2.5	2.64	62.50%	66.00%
		1	D+	2.35	2.49	58.75%	62.25%
		1	D	2.15	2.34	53.75%	58.50%
		1	D-	2	2.14	50.00%	53.50%
		0	F	0	1.99	0.00%	49.75%

Grading is based upon the following guidelines:

- The purpose of grading is to communicate the achievement and mastery of specific learning goals by identifying students' levels of progress with regard to those goals, areas of strength, and areas where additional time and effort are needed. Grades are based on whether or not students meet particular learning goals or "standards" that are based on the Utah Core Teaching Standards.
- Students demonstrate mastery of state standards through various forms of evaluations and opportunities for remediation.
- K-3 grades will use 1, 2, 3, 4 instead of traditional letter grades of A, B, C, D, F.
- Students should be graded on the basis of skills mastery and knowledge.
- Social skills and behavior ~~may~~**are to** be addressed separately with citizenship grades and pertinent comment(s).
- Rubrics are to be used for traditionally subjective assignments, such as essays, presentations, and projects, in order to provide clear standards for grades. Rubrics should be distributed at the onset of an assignment to facilitate understanding and clarify expectations. ~~"beginning with the end in mind."~~
- At the discretion of the teacher, students may be allowed to retake a test or resubmit a corrected assignment as per teacher parameters.
- On tests or assignments where content was taught under a traditional learning model, **if the majority of students score a 74% or lower,** the entire class is to be re-taught the material and be retested. The higher of the two scores will prevail.
- Regarding content taught under a personalized, competency-based learning model, students will demonstrate mastery of state standards through various forms of evaluations and opportunities for remediation.
- Teachers should provide additional remediation for individual students, small groups and whole classes as appropriate.
- ~~Teachers should provide additional remediation for individual students, small~~

- ~~groups, and whole classes as appropriate.~~
- Make-up work is permitted for students who have excused absences. The teacher will provide the student or the parent/guardian with any make-up work upon request. Make-up work must be completed within a reasonable timeframe as determined by the teacher. For extended absences, an educational plan will be created on a case by case basis with administration.
- Teachers input grades into ~~an~~ the online Student Information System ~~grading system,~~ Aspire ~~that is accessible by parents/guardians.~~ Each teacher should update assignment and grade information ~~at least weekly.~~
- Grades are locked within 5 school days after the end of the term. Parents will access electronic report cards through ~~Aspire~~ the Student Information System and can request an official, printed report card from the main office. Only under specific circumstances will a grade change be allowed after the quarter ends with administrator approval.

Standards Based Grading

All evaluation scores will use or be converted into a 4-point scale. All standards/subjects will be graded on a Mastery-based scale of 1-4:

1- Emerging - The student is at the beginning stages of the standard, and the student requires ongoing, direct support to engage with the material.

2- Developing - The student shows limited understanding and is beginning to build foundational skills. Frequent support is needed, and work is often incomplete or contains significant errors.

3- Approaching - The student demonstrates partial understanding and is close to demonstrating proficiency in the standard. Work shows progress and occasional errors, with some support still needed.

4- Proficient (Meets standard)- The student demonstrates a strong understanding and consistently meets the standard. Work is accurate, complete, and shows independent application of the skill or concept.

Honors (Extending)

- Grades will be weighted by 70% evaluations of standards mastery and 30% other (assignments, projects, notebooks/notes, etc.).
- Students will be evaluated on a mastery-based standard roughly every 1-2 weeks.
- Summative evaluations may take the form of a multiple choice exam, essay, short answer, project, performance, etc.
- Consideration may be made for students with 504's and IEPs with appropriately ambitious expectations and accommodations.
- FRED Dates for Junior High Students: In order to have high expectations of all junior high students, there will be "FRED" (Final Retake Day) dates throughout each quarter. Work for that period will only be accepted until the deadline. After that, students may not turn in any work from that time period and it will be recorded in the SIS/Canvas with a final score of 0.
- Proficiency levels (1-4) will be put into the SIS/Canvas and will translate into an adjusted grade percentage that will be based on the mastery based gradebook set up in Aspire. The grading scale may adjust in order to increase the rigor and expectations of student learning.
-

Hallways and Common Areas

Early Light Academy walls are a great way to showcase student work, highlight history and fine art curricular connections, and add character and life to the campus; however, walls should be kept in good condition without excessive wear and tear due to displaying student work or school flyers. Please use bulletin boards and tack strips or magnetic strips for hallway displays. Avoid putting holes in or using tape on the drywall portions of the hallways. Students who help hang displays or posters should be advised of these parameters as well. Obtain administrative approval prior to hanging anything that is not directly related to your classroom or grade level.

While posters and flyers can be used to communicate about upcoming school events, they should be removed by the person posting them immediately after the event concludes.

Harassment Policy and Procedure

Early Light Academy has a policy of "zero-tolerance" with respect to unlawful employee harassment. Harassment is understood to be any verbal or physical conduct that denigrates or shows hostility or aversion toward an individual based on race, color, religion, sex, national origin, age, sexual orientation, gender identity, personal appearance, disability, status as a Vietnam-era or special disabled veteran, or status in any group protected by federal, state, or local law. Harassment can also occur if conduct is directed toward a person's relative, friends, or associates.

Employees who feel that they are being harassed should report the incident immediately to a school administrator unless the complaint involves the Director, in which case employees should report to the Board. Employees who have personal knowledge of the occurrence of harassment shall report the incident immediately to a school administrator. Your complaint will be kept confidential to the maximum extent possible; however, Early Light Academy cannot guarantee anonymity to persons who report harassment.

If Early Light Academy determines that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

Early Light Academy prohibits any form of retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, it is determined that the complaint was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, including disciplinary and/or legal action.

Sexual Harassment is defined as:

- Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- Offensive comments, jokes, innuendos, and other sexually oriented statements.

Sexual harassment constitutes a form of sexual discrimination under Title VII of the Civil Rights Act of 1964. As was stated above, the EEOC and the federal courts have recognized two distinct types of sexual harassment: “quid pro quo” and “hostile environment” harassment.

- “Quid pro quo” harassment occurs when an aspect of a person's job is conditioned on his or her accepting the sexual advances or conduct of another worker (usually a manager or supervisor).
- “Hostile environment” harassment occurs when an employee is subjected to a pattern of unwelcome, sexually, racial, religious, etc. related conduct in the workplace that creates a hostile, intimidating, or offensive work environment. Such conduct includes, but is not limited to:
 - Slurs
 - Stereotyping
 - Threats
 - Intimidation
 - Hostile or demeaning jokes and pranks
 - Harassing material displayed on walls, bulletin boards, or circulated in the workplace
 - Favoritism or persecution

Conduct need not be of a specifically sexual nature; it need only be gender-based to be considered harassment.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body
- Sexually suggestive touching, grabbing, groping, kissing, fondling
- Violating someone's "personal space"
- Whistling at another person
- Lewd, off-color, sexually oriented comments or jokes; foul or obscene language
- Leering, staring, stalking
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Unwanted or offensive letters or poems
- Sitting or gesturing sexually
- Offensive email or voicemail messages
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess
- Questions about one's sex life or experiences
- Repeated requests for dates
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided
- Spreading of sexual rumors
- Sexual assault or rape

Sex Education Instruction Policy

Sex education curriculum taught at Early Light Academy complies with state law. These topics are typically discussed in courses such as maturation, health education, and biology. Early Light

Academy's policy applies to any course or class in which these topics are the focus of discussion and can be found [here](#). When student questions approach any **gray** area that is not addressed through approved curriculum, teachers and staff should refer students to further the discussion with their parents at home.

Homework

Students should work rigorously during the school day and teachers should make wise use of class time from bell to bell. The type and amount of homework assigned should be carefully considered. The general guideline is, outside of reading, no more than an average of 10 minutes per grade level per day. For example, a third grader could expect up to but no more than 30 minutes of homework in addition to reading minutes. A ninth grader could expect up to but no more than 90 minutes of combined homework.

Homework should be viewed as practice time, a time to review skills and concepts learned in class. With this in mind, homework **may** be graded for completion rather than accuracy at the teacher's discretion. If a teacher desires to use homework as a preparation for classroom learning, like a flipped classroom, careful consideration should be made as to whether that homework is graded.

At the junior high level, homework in core subjects (Math, Language Arts, Science, History) may be given for practice in order to increase proficiency**mastery** in specific state standards**Learning Goal Objectives**, may be self graded in class, and may or may not have an impact on the student's grade. Junior High teachers should coordinate their efforts to ensure large homework assignments are staggered and not all due on the same day or week.

~~Junior High Standards Based Grading Add Elementary? Add grade chart?~~

~~**Goal:** The goal is to help students demonstrate mastery of state standards through various forms of evaluations and opportunities for remediation. grade-level skills as determined by the Utah State Standards.~~

~~**Grading:** The purpose of grading is to communicate the achievement and mastery of specific learning goals by identifying students' levels of progress with regard to those goals, areas of strength, and areas where additional time and effort are needed. Grades are based on whether or not students meet particular learning goals or "standards" that are based on the Utah Core~~

~~**Curriculum:** Those learning goals will differ from class to class, but will be clearly communicated. All evaluation scores will use or be converted into a 4-point scale. All subjects will be graded on a Mastery-based scale of 1-4:~~

- ~~● 4 Mastery: You have gone above what the standard has asked you to do; Application~~
- ~~3 Proficient: You have done what the standard has asked you to do; Knowledge~~
- ~~2 Approaching Proficiency: You are almost there! You have done *most* of what the standard has asked but are missing a part.~~
- ~~1 Below Proficiency: We still have some work to do. You haven't done what the standard has asked.~~
- ~~● Grades will be weighted by 70% evaluations of standards mastery and 30% other (assignments, projects, notebooks/notes, etc. TBD by department/teacher).~~
- ~~● Students will be evaluated on a mastery-based standard roughly every 1-2 weeks. Summative evaluations may take the form of a multiple choice exam, essay, short answer, project, performance, etc. In order to achieve a "3," students must achieve 80%~~

or higher on the evaluation. For students to achieve a “4,” they must achieve at least 80% and demonstrate the ability to apply the concepts.

- ~~Anything less than 80% or “3” will result in a need for the student to remediate the score to achieve proficiency. Students may be asked to complete an intervention task and/or meet with the teacher of the course during lunch, or after school to go over the intervention homework and retake the assessment. This remediation must occur before the FRED date for that assignment/evaluation.~~
- ~~Consideration may be made for students with 504’s and IEPs with appropriately ambitious expectations and accommodations.~~
- ~~FRED Dates: In order to have high expectations of all junior high students, there will be “FRED” (Final Retake Day) dates throughout each quarter. Work for that period will only be accepted until the deadline. After that, students may not turn in any work from that time period and it will be recorded in Aspire/Canvas with a final score of 0.~~
- ~~Proficiency levels (1-4) will be put into Aspire/Canvas and will translate into an adjusted grade percentage that will be based on the mastery-based gradebook set up in Aspire. The grading scale may adjust in order to increase the rigor and expectations of student learning.~~

Jury and Witness Duty Leave

All employees are allowed time off if summoned to appear in court as a witness or to serve as members of a jury. ~~The employee will need to submit~~~~Please send in~~ a request for time off to administration via ~~the school’s absence/PTO platform~~~~Senya~~. To qualify for jury or witness duty leave, you must submit a copy to administration of the summons to serve or appear as soon as it is received. In addition, proof of service must be submitted when your period of jury or witness duty is completed. Early Light Academy will make no attempt to have service on a jury postponed, except when business conditions necessitate such action. For clarification, please contact the Director.

Keys and Magnetic Entry Cards

Any ELA key provided to any employee is the property of Early Light Academy. Keys are not to be copied for any reason or given to others to use, including students and/or children of staff. These provide access to the buildings and employees are expected to treat them with care and consideration. Any keys and/or magnetic entry cards that are lost may necessitate the employee paying a replacement fee and for the cost of rekeying doors.

Learning Management System Expectations

Teachers are expected to keep students and parents informed and maintain weekly communication between school and home.

K-4th Teachers

All teachers in grades K-4 are expected to create a website using ONLY the Google Sites platform. Google Sites is free, easy to create and use, works well with Google Classroom, and provides a consistent experience for our parents. All websites that you use can be linked to a page on your website and you can use a single sign-on feature for students. Look [HERE](#) for tutorials or [HERE](#) for video tutorials. You can find an example of a **Google Sites** website [HERE](#).

The expectations of what should appear on your Google Site are the following:

1. Year-long plan (Big Rocks: [Covering Utah Standards](#))

2. Two-weeks at-a-glance (Little Rocks: Objectives, Assignments, Evaluations)
3. Daily schedule
4. Communication
 - a. Course disclosures, including class policies and procedures
 - b. Homework policy and expectations
 - c. Upcoming “big rocks” and expectations
 - d. The best way for parents to contact you as well as your “open office hours”
 - e. Weekly newsletters/email

5th-9th Teachers

5th-9th grade teachers are expected to maintain a classroom Canvas course to keep students and parents informed and provide a platform for communication between school and home. Each classroom/teacher Canvas course will be linked to [our SISAspire](#) and ELA’s main school website.

The expectations for your Canvas course are as follows:

- Year at a Glance (Big Rocks: [Utah Common Core Standards](#))
- Two weeks at-a-glance on the embedded calendar (Little Rocks: Objectives, Assignments and Evaluations)
- Communication with students such as upcoming assignments, events, and projects
(This doesn't replace responding to individual parent emails/concerns)
 - Course disclosures, including class policies and procedures
 - Homework policy and expectations
 - Grading Scale
 - FReD Dates
 - Upcoming “big rocks” and expectations
 - The best way for parents to contact you
 - Your before or after school open office hours
- Assignments
- All Major Evaluations on the Canvas Calendar
- Subject Modules
- Invite your principal and SpEd teachers to your Canvas Courses

Maintenance Requests

If a situation arises where there is damage to school property or there is a need for repairs please let the front office know. Repairs will be coordinated with maintenance personnel.

Mandatory Reporting

Everyone in Utah, whether public official or a private citizen, is required to report signs of child abuse. However, as a school employee your daily contact with children places you in a unique position to identify and refer suspected cases of abuse. According to Utah law, "if a person...has reason to believe that a child is, or has been, the subject of abuse or neglect, or observes a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the person shall immediately report the suspected abuse or neglect to the [Division of Child and Family Services (“DCFS”)] or to the nearest peace officer or law enforcement agency.”

The Early Light Academy Child Abuse and Neglect Reporting Policy requires the Director be notified as well. Please refer to the school’s official policy for more details and specifics on how to report [here](#). Failing to report child abuse is a Class B misdemeanor.

Mandatory Trainings and Assurances

Early Light Academy provides annual trainings or assurances, as required by federal and state statute, on topics including but not limited to:

- Child abuse prevention
- Suicide prevention
- [Bullying](#) prevention including hazing, bullying, cyber-bullying, and harassment
- Online safety including password management, anti-phishing, and online security
- Wellness Policy
- Emergency safety interventions, including limitations of those authorized and trained to perform physical holds
- Blood borne pathogens
- Sexual harassment and discrimination
- Student data privacy
- IT security
- Electronic resources
- Emergency Preparedness/Response
- Panic alert devices
- Staff Code of Conduct
- School fees
- Work related injuries and reporting procedures:
 - Follow the procedures as outlined by Academica West during annual trainings
 - Report a work-related injury immediately after the incident
 - Complete the injury report form (available in the main office)
 - Only see an approved provider from the list available in the main office
 - Claims may be ineligible if articulated protocols are not followed

Early Light Academy supports the Utah Educator Standards as outlined in [R277-217](#), which is summarized as follows:

- Educator as role model of civic and societal responsibility
- Educator responsibility for maintaining a safe learning environment and educational standards
- Professional educator responsibility for compliance with LEA policies
- Professional educator conduct
- Violations of professional ethics

Early Light Academy supports the Utah Effective Teaching Standards outlined by USBE which can be found [here](#) and will be accounted for through teacher evaluations.

Early Light Academy complies with [Rule 277-316](#) and [Rule 277-217](#) which includes:

- Background check policy
- Arrest reporting policy (Licensed employees law, Non-licensed employee law) found [here](#):
 - Arrests, citations, or charges for licensed educators are required to be self reported to the Director within 48 hours for alleged offenses including but not limited to:
 - any matters involving an alleged sex offense
 - any matters involving an alleged drug-related offense
 - any matters involving an alleged alcohol-related offense
 - any matters involving an alleged offense against the person (e.g., assault,

- kidnapping, sexual offenses, etc.)
- any matters involving an alleged felony offense against property (e.g., property destruction burglary, robbery, theft, etc.)
- any matters involving an alleged crime of domestic violence
- any matters involving an alleged crime under federal law or laws of another state
- Licensed educators are required to report any conviction or plea in abeyance within 48 hours or as soon as possible upon receipt of the notice.
- Non-licensed employees, volunteers, Board members, and any other employee who drives a motor vehicle as an employment responsibility, are required to report the following to the Director within seven (7) days of the event necessitating the report:
 - convictions, including pleas in abeyance and diversion agreements
 - any matters involving arrests for alleged sex offenses
 - any matters involving arrests for alleged drug-related offenses
 - any matters involving arrests for alleged alcohol-related offenses
 - any matters involving arrests for alleged offenses against the person (e.g., assault, kidnapping, sexual offenses, etc.)

Military Leaves of Absence

Full-time regular and part-time regular employees who are in the military and are called to active duty, or in the case of members of the Reserve or National Guard, are deployed, will be granted a military leave of absence without pay for the period of their active military service in accordance with applicable federal and state laws. Such employees must notify the Director and submit copies of their official military orders as soon as practicable.

Full-time regular and part-time regular employees who are members of the Reserve or National Guard will be granted a paid military leave of absence of up to ten (10) working days per year to attend their annual mandatory training, subject to the following:

- During such paid military leave of absence, the employee will receive the employee's regular pay less the employee's pay from the military for doing the training;
- This paid military leave of absence will be granted only based on official military orders, which must be filed with the Director; and
- The employee should, if possible, schedule such training during the summer months so as to not conflict with the employee's teaching or other school assignments.

National Motto and Pledge of Allegiance

The national motto of the United States should be displayed in one or more places within each school building.

The Pledge of Allegiance is recited each day in each public school classroom. This should be done in the morning as the school day begins. In the event that a classroom does not have a flag, one can be displayed digitally. Public schools may not force students to stand during the Pledge of Allegiance.

Parent Involvement and Parent Compact

ELA's Parent Compact articulates parent, student, teacher, and administrator responsibilities and expectations to support learning. It is signed annually by all parties. Find the elementary compact [here](#) and the junior high compact [here](#).

Parent Notification Requirements

Early Light Academy teachers are responsible for notifying parents when student performance drops below a 2 for lower elementary grades or C for upper elementary and junior high grades. The guideline for this is a weekly check of “low achievement,” followed by emails home to parents of students who have low academic achievement to document parent communication.

The Early Light Academy administrator and/or school counselor will notify parents when a student threatens to commit suicide or if there is an incident of bullying, as defined by ELA’s Bullying and Hazing Policy, cyber-bullying, hazing, harassment, or retaliation. Teachers and staff who become aware of a situation must notify a school administrator and/or the school counselor immediately, so the issue can be appropriately addressed and parents can receive a timely notification. This applies to the academic school day, as well as any ELA extra curricular activities, athletics, or clubs that students participate in.

Parking

Employees should park in designated employee parking in the school parking lot, where possible. Parking in locations that interfere with carpool flow is not permitted.

Personal Time Off (PTO)

In all cases, absences should be requested in advance. In cases of less than 48 hours notice, employees should text/call the Principal/Director, in addition to filling out the time off request.

Salaried employees may take Personal Time Off (PTO) days as outlined in their Compensation and Benefits Term Sheet. All contract days Monday through Friday are considered full days, typically from 8:00 AM to 4:00 PM unless otherwise determined by the Director.

Employees not on campus during contract time are required to notify the school’s Principal/Director in advance. Salaried employees will do so via [Senya](#). Hourly employees will do this by filling out the [Absence Request Form](#). If an employee has an appointment and doesn’t know the amount of time s/he will miss in advance, the time off request form should be submitted in advance with the start time indicated and the total time missed should be submitted on a new notification within 24 hours.

If an emergency arises and an employee needs to leave campus during the school day, the Principal/Director should be notified either in person, via text, or phone call *prior* to the employee leaving. Employees may take hourly PTO if they are taking less than the full day (8:00 AM to 4:00 PM) off.

Professional Development

Any teacher interested in participating in professional development may fill out the request form through Permission Click and may request that the school cover all or part of the cost of the PD. The Director will determine if all or part of the cost of PD will be covered. If the PD falls on a school day, please request a sub through [Senya](#) and mark PD. (Do not mark PTO).

Reimbursement Procedure

The school shall only reimburse employees for expenses *previously authorized* by the Director. An official reimbursement form, along with all relevant original receipts, should be submitted.

Reimbursements may take up to 60 days to process. Any receipts that are post-dated beyond 90 days may not be accepted and the employee may not be reimbursed. Reimbursement will be forfeited if the receipt(s) exceed the timeline of the school's fiscal year.

Religion & Education Procedure

Early Light Academy recognizes, protects, and accommodates the rights of religious practice and expression guaranteed by state and federal laws and by the constitutions of Utah and the United States. The purpose of the school's Religion and Education Procedure is to help school personnel protect and accommodate individual rights. It can be found [here](#).

Relatives of Employees

The employment of qualified relatives of employees shall be permitted, as long as such employment does not create actual or perceived conflicts of interest. For purposes of this policy, "relative" is a spouse, child, parent, sibling, grandparent, grandchild, or corresponding in-law or "step" relation. The school will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the school, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative, such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
- Employees who marry while employed are treated in accordance with these guidelines.

This policy applies to all categories of employment, including regular, temporary, and part-time classifications.

School Culture

Employees should do their best to maintain a positive classroom environment for their students and a positive, collegial work environment. At ELA we pride ourselves on creating a school culture where all stakeholders can thrive. Our goal as educators is to partner with families to create a space where our students develop a passion for lifelong learning and come to see themselves as inspiring leaders throughout their lives.

We will hold ourselves to a standard of excellence in the way we interact with all stakeholders, especially students, parents, and colleagues, and will expect the same level of excellence from those we interact with.

Social Media and Online Forums

Employees are supported in participating in social media and contributing to online conversations that relate to their field of work. The best posts are ones that advance conversations in a meaningful, respectful, and accurate way. Employees should not attempt to speak on behalf of the school on any social media outlet, including, but not limited to, Parent Organization accounts unless expressly authorized by the Director. The Employee shall act in a professional, respectful, positive manner whenever it is reasonably expected the Employee could be viewed as a representative of or someone associated with the school, whether the Employee is on or off school grounds. This includes the use of social media. Employees should use common sense before posting and be aware that anything shared online could end up in front of an unintended audience. Employees should behave online as they would in any other public setting and are

ultimately responsible for what they choose to share. Employees will be held to professional employment standards on any social media post relating to the school, its employees, etc.

If you see posts with questions regarding school policies, procedures, or events, encourage parents and other social media participants to contact the school directly by calling (801) 302-5988 or emailing info@earlylightacademy.org.

Student Discipline

Discipline refers to the process of teaching positive behaviors and allowing students opportunities to practice those positive behaviors until they become proficient at controlling undesirable behavior. Best practices include natural consequences and restitution, where possible. When corrections in student conduct need to be made by staff members, this should be done privately whenever possible, and always in a respectful, kind manner. Positive language and encouragement should be used while giving any corrections. Assignments should be provided if a student is temporarily working in a location other than with the class (such as In School Suspension).

The teacher, administration, and behavior supports will teach and utilize the following framework:



Please consult Early Light Academy's Student Conduct and Discipline [Plan Policy \(here\)](#) and the detailed ELA Student Conduct and Discipline [Plan and Procedures \(here\)](#) for more information.

Early Light Academy encourages staff to remember that positive relationships between students and staff can go a long way toward preventing disruptions in the classroom. ELA teachers and staff may use any of the following steps in addressing discipline issues including but not limited to classroom disruption, disrespectful behavior, and dress code violations:

- Address the behavior with the student directly. ~~Document the behavior in Aspire and, if necessary, notify administration immediately.~~
- Provide a logical consequence that empowers the student to learn appropriate behavior and restores the order and positive climate of the learning environment.
- Communicate directly with parents regarding the behavior (a phone call with a follow up email is best). Document the behavior and communication with parents in [the SIS Aspire](#).
- Hold an in-person conference with parents and students. Document the behavior and conference in [the SIS Aspire](#).
- Refer students to a school administrator assigned to the grade band of the student(s).

- Document the behavior in the school's SIS and, if necessary, notify administration immediately.

Suspension or expulsion may only be issued by the Director/Principal. A serious offense may result in mandatory suspension, expulsion, and/or the involvement of law enforcement. ~~The Director/Principal may exercise his/her personal judgment in the review of individual disciplinary incidents.~~

Student Dress Code Policy

Employees are expected to enforce the school's [Dress Code Policy](#) for all students continuously throughout the school day, from bell to bell. Procedures and details can be found [here](#).

Students Leaving During the School Day

Students and parents are encouraged to schedule appointments outside of school hours when possible. If it is necessary for a student to leave school during school hours the parent must report to the school office to check their student out. The student will be called from the classroom to the office for dismissal. For the protection of students, parents are required to sign students out of the school in the office any time a student is picked up from school prior to regular dismissal time.

Early Light Academy abides by the Buckley Amendment ([FERPA](#)) with respect to non-custodial parents. It is the responsibility of the custodial parent to provide the school with an official copy of a court order specifying the limitations of the non-custodial parent.

Student Searches

School procedures have been established and procedures implemented to ensure protection of individual rights against excessive and unreasonable intrusion. Student searches should only be conducted by ELA's Director or the Director's designee. A minimum of two employees should be present during student searches so a witness is present. When searching a student's person, the search should be conducted in a private area of the school by an employee who is the same sex as the student being searched as well as observed by another employee who is the same sex as the student being searched. Searches must be documented in Aspire and must contain time, place, who was present, and if any restricted items were discovered.

Student Supervision

Teachers, staff members, and administrators should never leave students unattended, i.e. without the supervision of a paid school employee or a school volunteer who has cleared a background check. Students should never be left unsupervised in teacher classrooms, common areas, or with school technology. No teacher, staff member, or administrator should be alone in a room with a student without an open door or an uncovered window. When with students after 4pm, every effort should be made to have two adults present. Parent chaperones, including volunteers directly supervising individual students or a group of students, need to have a cleared background check on file.

Teachers and/or staff are expected to accompany their students to lunches, assemblies, performances, field trips, Field Day, and other special events during the school day. Audience etiquette and expected behaviors are to be taught in advance of leaving the classroom as well as monitored during events. Teachers should model expected behaviors and enforce school policies in all settings during all school activities.

Substitute Teachers

In the event of an absence, the employee is responsible to arrange his/her own substitute. Salaried employees will follow established school procedures to schedule an approved substitute. Hourly employees will work with their team for coverage. Planned absences must be approved by the Director/Principal. Failure to notify the Director/Principal of a substitute and employee leave in advance can result in disciplinary action, including termination. The employee shall provide substitutes with adequate lesson plans, materials and guidelines as to limit disruption to the daily routine of the class. Emergency substitute plans should be created at the beginning of the year and shared according to administration direction ~~stored with the team lead and/or in the front office.~~

In the case of an emergency, and with Director/Principal approval, teachers can utilize grade-level aides, if available, as substitutes. This must be pre-approved by the Director/Principal. In the event that no substitute can be secured, the employee is not relieved from his/her Duties of Employment. Once an employee's paid leave benefits have been exhausted, wages will be garnished from the employee's salary for leave in excess of the designated PTO allotment. Leave in excess of allotted PTO days must be pre-approved by the Director/Principal.

Teachers should provide substitutes with printed rosters for student attendance, to be taken manually by substitutes and reported to the office, instead of providing login access to the school's SISAspire. Teachers and aides should make every effort to keep login credentials and student information secure. Any exceptions, such as in the case of a long-term substitute, must be pre-approved by the Director/Principal.

Substitutes should primarily be used by classroom teachers unless long-term aide absences are expected. If a grade level aide or paraprofessional will be absent for up to 2 days, grade-level teachers should cover carpool, recess, and lunch duties as appropriate and modify schedules to accommodate the absence of the grade level aide. Administration should be consulted in the event of long-term aide absences in excess of 3 days and requires prior approval before scheduling a substitute.

Teacher Committee Participation

Teachers are encouraged to participate on school committees. Committees meet regularly during the school year and help shape the culture and systems of the school. Each voice is important and each point of view is respected.

Teacher Mentors

The primary goal of quality mentoring for the New Educator Induction and Mentoring Program is to support beginning teachers and teachers that are new to ELA in the development of skills, expertise, and our school culture to become successful practitioners of effective instruction as required in the Utah Effective Teaching Standards. Our new teachers will be paired with a Professional licensed teacher as their mentor. Associate licensed teachers and Professionally licensed teachers with fewer than 3 years of teaching experience will have a mentor for 3 years. Professional Licensed teachers with more than 3 years of teaching experience, but new to ELA will have a mentor for 1 year. These mentor groups will meet monthly with the Instructional Coach and with each other either in groups or individually to discuss topics from the Utah Effective Teaching Standards as well as other topics that may be determined by administration.

Teacher Supplies and Materials

Legislative funds are available annually for teachers for classroom supplies and materials. Amounts are confirmed by October 1st and reimbursement requests are due no later than April

1st for purchases made between July 1 and March 31 of the current academic year.

If the appropriation of funds is not sufficient to provide to each teacher the full amount allowed, teachers in their first three years will receive priority allocations.

Anything purchased with legislative funds, supplies donated by parents, or received with grants remains the property of Early Light Academy. Legislative funds are intended to be spent on classroom supplies and materials that support the instruction of students.

Technology Malfunction Procedure

All school-purchased technology must be serviced either in house or through our IT provider. Please follow established school procedures to report technology concerns.

Vaccinations

Early Light Academy employees shall follow the guidelines outlined in [Salt Lake County's Health Regulation #38: Certificate of School Employee Immunization Requirements](#). This health regulation ~~went into effect on June 2, 2016 and~~ requires that school faculty and staff be vaccinated against the same diseases as students. School employees should educate themselves on this regulation, locate personal vaccination records, receive vaccinations (if needed), or fill out an exemption form. Employees should also maintain documentation of current vaccinations or an exemption form to present to the UT Health Department, if/when requested. ~~A copy of the regulation and additional information, including medical, religious, and personal exemption forms, are available [here](#).~~

Video Approval Policy

Video clips shown to students need to be approved in advance via [Permission Click](#) and should be used for instructional purposes only. Any video clip should be submitted no less than 48 hours in advance, with two-weeks notice preferred, to allow enough time for viewing and approval. Please provide in the request either a link to the clip, a DVD, or a digital copy for advanced viewing. Requests submitted for approval should be accompanied with a brief explanation of why the video clip would enhance student understanding of applicable content.

Full-length movies are not typically appropriate for a school setting, unless there is a curricular connection and approval is obtained for use with a structured lesson plan. Teachers should be mindful of safeguarding instructional time and only use video clips to enhance or enrich content rather than provide passive entertainment.

Specific questions regarding approvals should be directed to ELA's Director/Principal or Curriculum Director.

Volunteers

Parents/Guardians are encouraged to volunteer at the school in an effort to build our school community, support our teachers in their efforts to educate students, and to be involved in their student's education. ~~Teachers are encouraged to ask for volunteers to assist them in ways that are most helpful.~~

Volunteers must check in at the front office prior to volunteering and must do so each time they are on campus to volunteer. If an employee sees a parent or other visitor without a visitor badge, the employee should redirect the parent or visitor to the office to check in.

Volunteers must adhere to ELA's Background Check Policy, linked [here](#). Volunteers assisting with a field trip, or if they will have unsupervised access to students, must have an approved background check on file with the school.

Wellness Policy

All employees are expected to know, follow, and enforce the school's Wellness Policy.

Teachers are encouraged to promote nutritional and physical awareness, healthy lifestyles, and general safety. ~~Food is not to be used as a form of punishment or reward.~~ A variety of subjects and innovative lesson plans to increase physical movement in the classroom are encouraged.

No soda will be provided to students, at any time, during school or extracurricular events. Parents and students should be reminded of this any time potluck food/drink assignments are coordinated for athletics, class parties, or other school events.

Food will only be allowed in the classroom as part of a lesson plan or class party that has been pre-approved via Event Request form submission. Teachers and staff should not provide food to students outside of preapproved classroom parties and lessons with a curricular connection involving food without prior approval from the Director/Principal.

Birthday or holiday treats should not be distributed in class. Optionally, for Halloween, Valentine, and other holidays, students and parents may distribute non-food items to the class. Up to four class parties will be allowed annually. Healthy food options must be offered as part of class parties when food is included. Teachers are expected to review the Wellness Policy in its entirety [here](#) annually.

In addition to Early Light Academy's Wellness Policy, teachers are expected to follow State guidelines for health education, found [here](#).

Workplace Searches Policy

Early Light Academy reserves the right to question employees and all other persons entering and leaving our premises, and to inspect, to the full extent allowed by law, any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from school property. In addition, Early Light Academy reserves the right to search, to the full extent allowed by law, any employee's office, desk, physical and digital files/computers, locker, or any other area or article on school premises. All offices, desks, files, computers, lockers, and so forth, are the property of the school and are issued for the use of employees only during their employment with Early Light Academy. Inspections may be conducted at any time at the discretion of the Director and/or Director's designee. Violation of this policy, through refusal to cooperate, can result in disciplinary action up to and including termination.

Year-Long Plans, Two Weeks At-a-Glance, and Lesson Plans

Teachers are responsible for submitting an updated year-long curriculum map and plan at the beginning of each school year. The year-long plan should outline how and when the standards and objectives for all courses assigned throughout the school year will be covered.

Grade-level teams should collaborate on year-long plans and strive to maintain appropriate pacing to ensure that, at a minimum, the core standards and objectives are covered during the course of the school year. Teacher collaboration time may be designated by administration each year.

Teachers are expected to create and share with parents a two-week at-a-glance view of the specific standards/objectives that will be taught. Adjustments may be necessary, and any changes or updates should be communicated as appropriate. Detailed lesson plans and learning goals may be requested at the Director/Principal's discretion.

Notice: Employee Handbook Not a Contract; At-Will Employment

The above policies are not a contract and do not legally bind Early Light Academy in any way. Early Light Academy's failure to enforce, at any time, any provision of this Employee Handbook does not constitute a waiver of that provision or of any other provision in this handbook.

This Employee Handbook is not a contract, express or implied, and does not guarantee employment for any specific duration. Although we hope that our employees' employment relationship with Early Light Academy will be long term, either an employee or the School may terminate the employment relationship at any time, for any reason or no reason, with or without cause or notice. Nothing in this Employee Handbook limits or restricts any rights of the school as an at-will employer to terminate any employee for any reason or no reason, with or without notice. Nothing in this Employee Handbook is intended to grant any employee any additional rights in connection with their employment. No employee should interpret anything in this Employee Handbook or actions by the school during employment to imply that there is a contract for employment. This Employee Handbook is not a contract for employment; it is simply a set of guidelines and procedures to assist employees in doing their jobs.

ELA's ANNUAL GOALS 2025-2026

ELARISE

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

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.

	■ By the end of October 2025, the elementary team will create a grading template in Aspire for K-6 ■ By the end of the 25-26 school year, elementary teachers across all grades will implement tiered interventions and focus groups during the Language Arts block ● Create an Internal Processes Handbook ○ By Dec 1, 2025, common template(s) to build the Early Light Academy Master Processes Book will be created for use by all personnel ○ By the end of the 25-26 school year, all Leadership roles will be articulated with descriptors linked to the roles and responsibilities document
#3- Deliver an ELA-branded Education	● Create “Journey of a Phoenix” ○ By the end of the 2025-2026 school year, the PCBL Coalition will present draft components of the “Journey of the Phoenix” framework to the full Early Light Academy staff for structured feedback. ● Acadience Proficiency Rate Goal ○ By 3rd grade, 70% of ELA students will be reading at grade level. ○ 60% of ELA students in grades K–3 will meet or exceed typical or above typical growth targets ● Increase our State Assessment Achievement by 1% over last year in Science, Math and Language Arts RISE scores
#4- Financial	● By June 2026, maintain student enrollment at a minimum of 1,020 students by implementing targeted recruitment and retention strategies ● Days COH - end fiscal year at 95 days ● Maintain 1.1 or better debt ratio

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Early Light Academy Board Meeting 5.20.26

April 2026 financials are included, and we are about 83% of the way through the year.

Statement of Financial Position

- \$2.8M is in PTIF account earning approximately 3.8% interest
- \$1M was transferred from Zions account to PTIF account in April
- Operating cash is up \$764,238 from April 2025

Statement of Activities

Revenues

Overall revenue at 84% of budget.

Revenue from Local Sources is trending high compared to the budget due to the timing of the receipt of student fees.

Revenue from State Sources is at 84.8% and trending in line with the budget.

Revenue from Federal Sources consists mostly of reimbursement grants so only 37.1% of federal revenue has been recorded to date. We are anticipating that Early Light will collect the remainder in future months.

Expenditures

Expenditures are at 77.7% of budget overall.

Business Services, Property and Liability Insurance, Rentals, Advertising, General Supplies, Online Curriculum, Interest, and Redemption of Principal are all accounts with balances that are tracking high as a percentage of the budget. These accounts are trending high due to timing because they include planned and budgeted transactions that occur once or infrequently rather than recurring and equally spaced throughout the fiscal year.

The other accounts that are tracking ahead of budget are:

- Group Insurance – 104.4%
 - Tracking high because we generally don't know how many people will be participating in the insurance plan at the time that we prepare the budget.
- Technical Services – 114.9%
 - Higher than expected technical service costs – related to school needs that were discovered after the budget was prepared.
- Water/Sewage
 - Reclassification of water/sewage bills that were budgeted in the Utilities account.
- Travel/Per Diem – 105.1%
 - Over budget by \$153 for travel that was not anticipated at time of budget preparation.

- Furniture and Fixtures
 - Small purchases that were not anticipated at the time of budget preparation.
- Property – 152.7%
 - Turf was originally budgeted to Repairs & Maintenance Services account but was ultimately coded to the property account, Land Improvements, instead.
 - Safety grant purchases that were not included in the original budget but are being reimbursed
 - Firewall, phone system not in original budget, but approved by board after budget had been prepared

Early Light Academy
Statement of Financial Position
As of April 30, 2026

	Period Ending 04/30/2026	Period Ending 04/30/2025
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash		
Cash		
8111-06F-001 - ELA ZB OP	\$ 1,348,180	\$ 1,656,373
8112-06F-001 - ELA ZB Petty	25,570	27,966
Total Cash	1,373,750	1,684,339
Investments		
8120-06F-001 - PTIF - ELA	2,804,243	1,729,416
Total Investments	2,804,243	1,729,416
Operating Cash	4,177,993	3,413,755
Accounts Receivables	2,317	6,475
Total Current Assets	4,180,310	3,420,230
Restricted Cash	2,514,171	2,500,383
Net Assets		
Fixed Assets	21,438,293	21,196,646
Depreciation	(5,756,748)	(5,178,649)
Total Net Assets	15,681,545	16,017,997
Total Assets & Other Debits	\$ 22,376,026	\$ 21,938,610
Liabilities & Fund Equity		
Current Liabilities	\$ 46,045	\$ 17,054
Long-Term Liabilities	21,426,861	21,795,621
Fund Balance	(712,073)	(1,260,261)
Net Income	1,615,193	1,386,196
Total Liabilities & Fund Equity	\$ 22,376,026	\$ 21,938,610

Early Light Academy

Statement of Activities

As of April 30, 2026

	Annual 6/30/2026	Year-to-Date 4/30/2026	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	\$ 501,090	\$ 471,572	94.1 %
Revenue From State Sources	12,118,637	10,279,602	84.8 %
Revenue From Federal Sources	356,186	132,158	37.1 %
Total Income	12,975,913	10,883,332	83.9 %
Expenses			
Instruction/Salaries			
0121 - Salaries - Principals and Assistants	435,000	348,506	80.1 %
0131 - Salaries - Teachers	4,236,045	3,004,385	70.9 %
0132 - Salaries - Substitute Teachers	-	22,966	0.0 %
0142 - Salaries - Guidance Personnel	153,486	101,746	66.3 %
0145 - Salaries - Media Personnel - Licensed	-	39,709	0.0 %
0152 - Salaries - Secretarial and Clerical Personnel	201,379	174,814	86.8 %
0161 - Salaries - Teacher Aides and Para-Pros	1,041,770	683,259	65.6 %
0162 - Salaries - Media Personnel – Non-Licensed	47,080	40,884	86.8 %
Total Instruction/Salaries	6,114,760	4,416,269	72.2 %
Employee Benefits			
0220 - Social Security	535,944	367,313	68.5 %
0230 - Local Retirement	187,300	137,807	73.6 %
0240 - Group Insurance	152,900	159,687	104.4 %
0270 - Industrial Insurance	41,900	23,619	56.4 %
0280 - Unemployment Insurance	95,218	64,308	67.5 %
0290 - Other Employee Benefits	748,325	510,435	68.2 %
Total Employee Benefits	1,761,587	1,263,169	71.7 %
Purchased Prof & Tech Serv			
0320 - Professional - Educational Services	411,986	324,142	78.7 %
0330 - Professional Employee Training and Dev	22,966	10,460	45.5 %
0340 - Other Professional Services	54,019	44,556	82.5 %
0345 - Business Services	476,000	436,730	91.7 %
0350 - Technical Services	116,850	134,293	114.9 %
Total Purchased Professional & Technical Svcs	1,081,821	950,181	87.8 %
Purchased Property Services			
0410 - Utility Services	40,000	22,703	56.8 %
0411 - Water/Sewage	-	7,340	0.0 %
0422 - Snow Removal Services	25,000	5,151	20.6 %
0423 - Custodial Services	171,850	137,500	80.0 %
0424 - Lawn Care Services	23,000	12,419	54.0 %
0430 - Repairs & Maintenance Services	258,300	72,448	28.0 %
0441 - Rental of Land & Buildings	1,300	1,920	147.7 %
0442 - Rental of Equipment & Vehicles	20,900	19,292	92.3 %
0450 - Construction Services	40,000	31,093	77.7 %
0490 - Other Purchased Property Services	10,000	1,384	13.8 %
Total Purchased Property Services	590,350	311,250	52.7 %

Early Light Academy
Statement of Activities (continued)
As of April 30, 2026

	Annual 6/30/2026	Year-to-Date 4/30/2026	
	Budget	Actual	% of Budget
Other Purchased Services			
0513 - Student Transportation Services - Commercial	35,430	15,245	43.0 %
0517 - Student Overnight Trips/Field Trips	25,725	19,848	77.2 %
0518 - Student Day Trips/Field Trips	15,000	2,071	13.8 %
0521 - Property Insurance	75,000	76,017	101.4 %
0522 - Liability Insurance	2,500	1,785	71.4 %
0530 - Communication (Telephone & Other)	14,600	6,926	47.4 %
0540 - Advertising	8,500	8,012	94.3 %
0570 - Food Service Management	425,000	266,227	62.6 %
0580 - Travel/Per Diem	3,000	3,153	105.1 %
Total Other Purchased Services	604,755	399,284	66.0 %
Supplies & Materials			
0610 - General Supplies	170,990	147,564	86.3 %
0610-001 - Furniture and Fixtures (not capitalized)	5,500	7,357	133.8 %
0621 - Natural Gas	42,000	25,800	61.4 %
0622 - Electricity	112,000	76,755	68.5 %
0641 - Textbooks	17,028	10,773	63.3 %
0642 - E-Textbooks / Online Curriculum	109,434	105,464	96.4 %
0644 - Library Books	2,500	1,519	60.8 %
0650 - Supplies - Technology Related	56,639	32,276	57.0 %
0670 - Software	45,807	21,343	46.6 %
0680 - Maintenance Supplies and Materials	42,100	36,645	87.0 %
Total Supplies & Materials	603,998	465,496	77.1 %
Property			
0710 - Land and Site Improvements	-	18,702	0.0 %
0730 - Equipment	50,000	308,319	616.6 %
0733 - Capitalized Furniture and Fixtures	277,000	85,070	30.7 %
0734 - Technology Related Hardware	-	75,362	0.0 %
0736 - Technology Software	-	11,856	0.0 %
Total Property	327,000	499,309	152.7 %
Debt Services & Miscellaneous			
0810 - Dues and Fees	48,327	34,681	71.8 %
0830 - Interest	1,001,738	1,001,737	100.0 %
0840 - Redemption of Principal	390,000	390,000	100.0 %
0890 - Miscellaneous Expenditures	7,500	-	0.0 %
Total Debt Services & Miscellaneous	1,447,565	1,426,418	98.5 %
Total Expenses	12,531,836	9,731,376	77.7 %
Total Net Income	\$ 444,077	\$ 1,151,956	

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Early Light Academy

Board of Directors Meeting Minutes

Wednesday, March 18, 2026

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



In Attendance: Jenn Lund, Brett Crockett, Ann Khong, Ashley Leishman, Penny Rameriz, Candice Mitchell (9:58 a.m. via Zoom),

Others in Attendance: Stephanie Schmidt, Heidi Bauerle, Erin Winterton (via Zoom), Anna Lynn, Dawn Kawaguchi,

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

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

WE are what history books are made of!

MINUTES

8:38 AM – INTRODUCTORY ITEMS

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

There was no PUBLIC COMMENT. This was the first public comment period for the 2026-2027 School Fee Schedule and Fee Waiver Policy.

SCHOOL LAND TRUST COUNCIL

- Identify Needs for Upcoming School Plan/Present Recommended Plan – Stephanie Schmidt reported that in the past they have used the SLT funds for different items such as tech and curriculum. This past year, we have moved to our funding for salaries to pay the paraprofessionals to support our ELL students. Heidi Bauerle added that this plan is flexible and can be amended throughout the year if needed.

REPORTS

- **Administration**
 - ✓ Director Report – Stephanie Schmidt reported on the recent events of the school which included the annual open house event that successfully attracted new families, the implementation of “School Shenanigans” program featuring gold coin prizes and activities for the faculty, a new school scoreboard was installed, and

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

finally Director Schmidt shared details about the successful 9th grade etiquette dinner event where students demonstrated exceptional behavior and participation. Director Schmidt reviewed the enrollment for next year which is holding strong at 1,102. There was a discussion on class sizes and how that is figured out.

Anna Lynn presented the school report card which is now available publicly. She gave a brief overview on how the state does the scoring and analysis and why it takes so long to receive this data. Anna gave a comparison from FY24 to FY25 data. There was an increase in all achievement categories on the RISE test which is higher than the state average. There was a discussion on what attributed to the increase which Anna attributes to the differentiation in our PCBL. We also had an increase in our growth data in all categories. Anna also reviewed English learner progress which made a huge growth even with an increase in our ELL student population. *(Anna Lynn was excused at 9:22 a.m.)*

- ★ Gifted & Talented Grant Report – Stephanie Schmidt reviewed the application for the G&T Grant which was finally available for this year and must be spent by June 30, 2026. Director Schmidt reviewed her plans to expand enrichment programs. She explained that they test every third grader to make sure that they haven't missed any student. There was a discussion on how they can compete in the national Battle of the Books competition which is due to funding.
- ★ Retention & Advancement Administrative Procedures – Stephanie Schmidt reviewed the amended Retention & Advancement Administrative Procedures which we included the grade level age requirements and clarified how to request a determination of whether your child is a candidate for retention or advancement.
- ★ Student Walkouts & Protests Administrative Procedures – Stephanie Schmidt reviewed the Student Walkouts & Protest Administrative Procedures which ensures student safety, maintain appropriate supervision, and minimize disruption to instructional time when students participate in walk-outs, protests, or demonstrations during the school day.

- **Board of Directors**

- ✓ Financial Update – Erin Winterton reviewed the financials as of February 28, 2026 noting that the PTIF account has \$1.8 million with 3.8% interest, and overall revenue is on track despite some expense categories trending over budget due to timing of payments like insurance and audits. She explained that while technical services are at 95% of budget and property expenses are over budget due to unanticipated camera system installation and turf improvements, these discrepancies will likely be addressed through budget amendments. Erin also reported that base funding for next year is expected to increase by 4.2%, and while the Digital Teaching and Learning Grant funding decreased, Steph has effectively managed technology allocations through both grants and general funds. *(Erin Winterton was excused at 9:46 a.m.)*

BOARD TRAINING

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- Open & Public Meetings Act Training – Dawn led a quiz session on the annual OPMa training which included closed session rules and public meeting requirements. The group discussed when recordings are required and when they are not, including exceptions for discussions about individuals' character or security matters. Dawn clarified that board members must have a two-thirds majority to enter a closed session, and explained that while public comments are typically allowed, it's not mandatory to have a written policy for them. The session concluded with a quiz completion where Jenn and Ann took 1st and 2nd place winning \$10 and \$5 gift cards respectively.
- Public Education Hotline Training – Heidi Bauerle reviewed the board level hotline complaint process with a step-by-step procedure for boards on how to handle, investigate and resolve complaints in compliance with state rules. The board's job is oversight unless the complaint is about the Director.

CONSENT ITEMS

- February 20, 2026 Electronic Board Meeting Minutes – There was no further discussion. **Jenn Lund made a motion to approve the consent items. Ann Khong seconded the motion. The roll call votes were as follows:**
Jenn Lund – Aye
Brett Crockett – Aye
Candice Mitchell – Aye
Ann Khong – Aye
Ashley Leishman – Aye
Penny Rameriz – Aye
Motion passed unanimously.

VOTING ITEMS

- 2026-2027 School LAND Trust Plan – There was no further discussion. This was explained in the School LAND Trust council section.
- Landscape Projects – Stephanie Schmidt presented the landscape projects which has been budgeted for and landscaping items that were needed and in our improvement plan.
- Helpside Professional Employer Agreement Renewal – Stephanie Schmidt stated that Helpside does our payroll and employee benefits which we need to review every five years. We would like to continue using their services.
- Amend Administration of Medication Policy – Stephanie Schmidt reviewed the amended Administration of Medication Policy which comply with Utah law regarding storing and administering glucagon kits. There was discussion on

Jenn Lund made a motion to approve the following items:

- ✓ **Approve the 2026-2027 School LAND Trust Plan as presented;**
- ✓ **Approve the Landscape Projects not to exceed \$55,000;**
- ✓ **Approve the Professional Employer Agreement with Helpside and authorize the Board President to execute the agreement on behalf of the school; and**
- ✓ **Approve the Amended Administration of Medication Policy.**

Penny Ramirez seconded the motion. The roll call votes were as follows:

Jenn Lund – Aye

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**Brett Crockett – Aye
Ann Khong – Aye
Ashley Leishman – Aye
Penny Rameriz – Aye
Motion passed unanimously.**

DISCUSSION ITEMS

- *Calendaring Items* – ALL
 - ✓ Next PreBoard Meeting – May 6th @ 10:30 a.m.
 - ✓ Next Board Meeting – May 20th
 - ✓ NCSC26 New Orleans, LA June 24-26 (Wed-Fri)

There was no CLOSED SESSION.

10:30 AM – Jenn Lund made a motion to ADJOURN. Ashley Leishman seconded the motion. The roll call votes were as follows:

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

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



ELA Board of Director's Meeting Wednesday, May 20, 2026

Consent Item: *Amend Boys' Maturation Presenter*

Rationale

In accordance with the School's Sex Education Instruction Policy & Administrative Procedures, instructional materials used by the school in connection with sex education instruction or a maturation education program must be approved by the School's Board of Directors.

On October 16, 2024, the Board approved the maturation materials and presenters. Kelly Bird was approved as the presenter for the boys' maturation. As a reminder, we have a simple maturation preview in the 4th grade for girls, the full program for both boys and girls in the 5th grade and a simple refresher for boys in 6th grade. Kelly Bird is unable to present the boys' maturation this year due to a conflict. The boys' maturation that is scheduled on May 20th will be presented by Ann Henrie. She will be presenting the board approved maturation materials that Kelly typically uses.

Recommendation

It is recommended that the Board approve to amend the boys' maturation presenter from Kelly Bird to Ann Henrie on May 20, 2026.

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ELA Board of Directors Meeting Wednesday, May 20, 2026

Voting Item: *Statement of Work Letter*

Rationale:

Eide Bailly is a regional certified public accounting firm that has performed the school's audit attestation services in prior years. Such attestation services include the audited financial statements, agreed-upon procedures for student enrollment, state compliance procedures, and possibly a single audit. A single audit will be required if the school incurs more than \$1,000,000 in federal expenditures. Each year the school is required to approve the aforementioned services. If approved, Statement of Work (SOW) Letter (formerly the Audit Engagement Letter) will be provided for the board president's signature.

The audit fee for this year will be \$13,600 which is a \$650 increase from last year. If the School requires a single audit, the fee is based on how much time/work it takes and will be billed separately. The School also requires their taxes filled (990). There will be an additional SOW Letter for this as well but will be brought to the board at a later date.

We have received a draft SOW Letter for this packet which includes authorization on the single audit. However, Eide Bailly will be sending the actual letter electronically through DocuSign to the Board President once approved.

Recommendation:

It is recommended that the Board approve the Statement of Work Letter provided by Eide Bailly for the year ending June 30, 2026, and allow the Board President to sign on behalf of the school.

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

[Date]

[Client#]

Board of Directors

Client Name

Street Address

City, State Zip

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP ("Eide Bailly", "we," "us," and "our") and [INSERT CLIENT NAME] ("Client," "you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Eide Bailly will provide for the entity as of and for the year ended June 30, 2025.

Ken Jeppesen is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Scope of Audit Services

Audit of the Financial Statements

We will audit the financial statements of governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

If presented, we will also evaluate and report on the presentation of supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Audit of Major Program Compliance

In addition, we will audit the entity's compliance over major federal award programs, as necessary.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards (SEFA) to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of

expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Audit Objectives

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide any form of assurance on the RSI.

Supplementary Information other than RSI

Supplementary information other than RSI will accompany [Client]'s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Management's Discussion and Analysis
- Statement of Revenues, Expenditures and Changes in Fund Balance- Budget and Actual- General Fund
- Notes to Required Supplementary Information

Auditor Responsibilities, Procedures, and Limitations

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Audit of Major Program Compliance

Our audit of your major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance

requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
- f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- j. For taking prompt action when instances of noncompliance are identified;
- k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- m. For submitting the reporting package and data collection form to the appropriate parties;
- n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- o. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
- p. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- q. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- r. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- s. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- t. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and

- u. For the accuracy and completeness of all information provided.
- v. If applicable, for including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including:
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the supplementary information and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule of expenditures of federal awards will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

Management agrees they are responsible for the distribution of reports issued in conjunction with this engagement to those charged with governance, entity officials, oversight bodies, or other organizations requiring audits, as applicable.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Responsibilities and Limitations Related to Nonattest Services

For all nonattest services we may provide to you, management agrees to assume all management responsibilities for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

We will provide the following nonattest services:

- Prepare or assist with the preparation of your financial statements and the related notes.
- Prepare or assist in preparing the government-wide statements and conversion entries and note disclosures.
- Preparation of federal and state income tax returns
- Prepare or assist with the preparation of the schedule of expenditures for federal awards, as necessary.

- Completion of the Auditee's portion of the Data Collection Form, as necessary.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

You are also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Reporting

We will issue a written report upon completion of our audit of your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Engagement Administration and Other Matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. Details of information we expect to need for our audit and the dates required will be provided separately.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services.

Engagement Fees

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the financial statement audit and state compliance procedures will be \$13,600. If a Single Audit is required, these fees will be billed separately. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in Professional Standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Use of Financial Statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to reissue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will reissue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to reissue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document, and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately.

If we decide to reissue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials, and we will receive a complete set of final documents.

If we decide not to reissue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

Termination

The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and Eide Bailly related to audit services. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities. By signing this SOW, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

AGREED TO AND ACCEPTED:

Name: _____

Title: _____

Date: _____

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ELA Board of Directors Meeting Wednesday, May 20, 2026

Action Item: 2025-2026 TSSA Plan

Rationale:

In 2019, the Utah State Legislature passed the Teacher and Student Success Act (TSSA) as SB 149.

Under the TSSA, LEA governing boards must establish a student success framework to provide guidelines and processes for the school to follow in developing a teacher and student success plan. The framework was submitted to the USBE June 21, 2019.

The TSSA Plan has been consistent over the past few years. However, this year we removed the third goal that we had to track community participation in our cultural events and kept it to just the two goals that directly align with our SLT plan. We will continue to use these funds by using 60% of the TSSA funds for supplies and materials and 40% of the TSSA funds for teacher salaries and/or bonuses.

The board must annually review the plan and approve or disapprove it in a regularly scheduled board meeting. The board is to use best efforts to help complete this process on or before June 30 each year.

Recommendation:

It is recommended that the board approve the 2026-2027 Teacher Student Success Act Plan.

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.



EARLY LIGHT ACADEMY

Teacher and Student Success Plan

School Year: 2026– 2027

School: Early Light Academy

Date Board Student Success Framework Approved: June 21, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school's administration created a Teacher and Student Success Plan designed to improve the school's performance under the state's accountability system (SBE staff have indicated that this means achieving at least a 1% increase from the previous year's overall score). The Plan's goals align with the goals shown on the School Land Trust Plan. The Plan has been submitted to the school's Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved Plan to address within the School Land Trust Plan.

Early Light Academy Goals based on School Needs

1. Students at Early Light Academy will demonstrate a year of academic growth on state end of year Language Arts summative assessments as compared to the previous year by increasing proficiency percentages a minimum of 1%.
2. Students at Early Light Academy will demonstrate a year of academic growth on state end of year Mathematics summative assessments as compared to the previous year by increasing proficiency percentages a minimum of 1%.

Early Light Academy Measurement of Goals

- ★ Goal 1 as measured by the end of the year state summative test (RISE).
- ★ Goal 2 as measured by the end of the year state summative test (RISE).

Early Light Academy Action Steps

- ★ The administration will provide teachers and/or staff with professional learning opportunities to implement a multi-tiered system of support and teacher collaboration.
- ★ Teachers, along with support from our coaching staff and administration, will use data in collaborative teams to create instructional opportunities and a response for interventions for students.
- ★ Students will take end of year summative tests in language arts and math.

ELA Budget

- ★ 60% of the TSSA funds will be used for supplies and materials.
- ★ 40% of TSSA funds will be used for teacher salaries and/or bonuses.

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.



ELA Board of Director's Meeting Wednesday, May 20, 2026

Action Item: *2026-2027 Fee Schedule*

Rationale:

ELA charges a variety of school fees, including fees for elective courses, fees for sports and other after-school activities and clubs, and fees for certain junior high student trips.

State law requires schools that charge fees to approve a fee schedule for the upcoming school year by June 1. Before this deadline, the school must also provide an opportunity for public comment on the proposed schedule at no fewer than two board meetings. The fee schedule must include a description of all fees, the amount of each fee, an explanation of how the fees will be used, the maximum annual per student fee amount (reflecting the total a student would pay if participating in all fee based activities), and a statement informing parents that their student may qualify for a fee waiver.

ELA's proposed 26-27 Fee Schedule is based on the School's 25-26 Fee Schedule but includes the following changes:

- Increase of \$45 for Volleyball, Basketball and Soccer. This is due to increasing costs of referees and UCSSAL fees.
- Changes to the Snowshoe Excursion from \$5 to "up to \$15". We also included "instructors, supplies and activities" to the spend plan description
- Adding Spring Movie Field Trip for 7th graders
- Made additional minor revisions to improve the clarity of expenditure descriptions, including incorporating the phrase "up to."
- Increase to total annual maximum fee amounts to account for the changes mentioned above.

ELA's proposed 26-27 Fee Schedule includes all known requirements for fee schedules under state law. This is the second Board meeting at which the School's proposed 26-27 Fee Schedule has been on the agenda and has been available for public comment.

Recommendation:

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

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



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

STUDENT FEES (for fully and partially enrolled students)

The following student fees may be assessed to all junior high students in grades 7-9 as follows, but apportioned by the number of days of school membership if a student attends less than a full school year:

FEE DESCRIPTION	TOTAL AMOUNT	EXPENDITURES FUNDED BY FEE (SPEND PLAN)
Elective Course Fees (Grades 7-9) (<u>select</u> courses such as Art, Music, Theatre, Crew, Robotics, PE, and Foreign Languages; <u>not all elective courses require payment of a fee</u>)	Up to \$20 per course	Course supplies, clothing, and guest coaches
Performance Choir	Up to \$80	Performance A ttire and supplies
Honor Choir (Grades 7-9)	\$60	Event registration fees, activities, and guest coaches

FEES FOR SPORTS, CLUBS, PROGRAMS, AND OTHER ACTIVITIES (fees for participating students are collected at the start of each season)

SEASON	FEE DESCRIPTION	TOTAL AMOUNT	EXPENDITURES FUNDED BY FEE (SPEND PLAN)
Fall	Cross Country (Grades 6-9)	\$85	Coach, supplies, and UCSSAL fees
Fall	Volleyball (Grades 6-9)	\$105 150	Coach, supplies, referees, and UCSSAL fees
Winter	Basketball (Grades 6-9)	\$105 150	Coach, supplies, referees, and UCSSAL fees
Spring	Soccer (Grades 6-9)	\$105 150	Coach, supplies, referees, and UCSSAL fees
Varies	School Play (Grades 3-9)	\$75	Instructors and supplies
Varies	Ballroom (Grades 7-9)	<u>Up to \$125</u>	Instructors, supplies, and activity registration fees
Varies	After School Activities and Clubs (Grades K-9)	Up to \$60 per activity	Instructors, <u>transportation</u> , supplies, and activity registration fees
Fall	7th Grade Experience (7th grade only)	Up to \$500	Transportation, accommodations, activities, and food
Spring	Lagoon Day (8th grade only)	Up to \$65	Lagoon T icket
Spring	Great Salt Lake Science Experience (7th-9th grade)	Up to \$10	Transportation and entrance fee

SEASON	FEE DESCRIPTION	TOTAL AMOUNT	EXPENDITURES FUNDED BY FEE (SPEND PLAN)
<u>Spring</u>	<u>Movie Field Trip (7th grade only)</u>	<u>Up to \$15</u>	<u>Movie ticket</u>
Winter	Snowshoe Excursion (8th grade only)	<u>Up to \$15</u>	Transportation, <u>instructors, supplies & activities</u>
Winter	Student Government Leadership Conference (Grades 7-9)	Up to \$750	Transportation, accommodations, activities, and food <u>for students and supervising staff</u>
Spring	Capstone Experience, Service Project, and Etiquette Dinner (9th grade only)	Up to \$500	Transportation, accommodations, activities, and food

PRORATED FEES PAYMENT SCHEDULE

Students entering after the scheduled registration date shall pay fees using the following schedule:

INITIAL DATE OF ENTRY TO SCHOOL	PAYMENT RATE
Prior to Mid-Term of Term One	100%
Following Mid-Term of Term One and Prior to Mid-Term of Term Two	75%
Following Mid-Term of Term Two and Prior to Mid-Term of Term Three	50%
Following Mid-Term of Term Three and Prior to Mid-Term of Term Four	25%
After Mid-Term of Term Four	No Payment

Per Student (Grade 9) Annual Maximum Fee Amount for School Year: ~~\$2,170~~\$305

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

Per Student (Grades 7-8) Annual Maximum Fee Amount for School Year: ~~\$2,250~~\$395\$410

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

Per Student (Grade 6) Annual Maximum Fee Amount for School Year: ~~\$685~~\$820

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, sports and activities provided, sponsored, or supported by the School for students in grade 6 for the year.

Per Student (K – Grade 5) Annual Maximum Fee Amount for School Year: \$285

This amount reflects the total student fees any student in 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 you file a fee waiver request with the School and the request is denied, you may appeal the School's decision.

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ELA Board of Director's Meeting Wednesday, May 20, 2026

Action Item: *Amending Fee Waiver Policy*

Rationale:

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:

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.

Early Light Academy Fee Waiver Policy



PURPOSE

Early Light 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 Executive 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~~ 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;
- ~~(e) 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 ~~a~~ 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
- ~~(b)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, t~~ 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.~~

The School may not charge students in grades K-6 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 Executive 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~~ 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 Executive 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 Executive Director. Students may not collect fees.

~~Beginning in the 2020-21 school year, t~~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 Executive 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 ~~Executive 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 Executive 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 Executive 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 Executive Director to discuss the parent's concerns. If, after meeting with the Executive 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 Executive 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.



ELA Board of Directors Meeting Wednesday, May 20, 2026

Action Item: *Les Olson Co 3-yr Copier Lease*

Rationale

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

The School's current copiers are aging and have each produced over a million copies, resulting in frequent repairs and increased costs. It is proposed that the Board approve a new lease agreement with Les Olson Company for replacement machines. The monthly lease cost of \$1,657.07 is lower than the current rate of \$1,701.63. To secure equipment that was in limited supply, the Director signed the agreement with added legal language—reviewed by the school's attorney—clarifying that the signature served only to hold the equipment and would not fully execute the contract without Board approval.

Recommendation

It is recommended that the board approve the Les Olson Company 3-yr Copier Lease as presented.

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.


LES OLSON IT

Corporate Office: 3244 South 300 West SLC, UT 84115 - (P) 801-486-7431 (F) 801-486-7494

Sales Order # 672190

Customer # 01-EARLI

Sales Rep: Barbara Cotter

Order Date: Mar 3, 2026

S.O. Expiration Date: Feb 28, 2026

Sold To

Early Light Academy, Inc.
11709 Vadiana Dr
South Jordan UT 84009

Attn: Michelle Drachman
mdrachman@earlylightacademy.org
(801) 302-5988

Sharp NASPO ValuePoint State of Utah Contract #PA4464

Equipment Group 1

Description	UT
Description	Qty
1. BP-70M90 - Sharp Copier # 90 pages-per-minute Monochrome Sharp Multi-function System	4
2. MX-RB26 - Paper Pass Unit (FN21-FN22,FN34-FN35/70M75-70M90) # Paper Pass Unit	4
3. MX-FN34 - Sharp Finisher (70M75/70M90, 7081/8081) # 3K Stacking 65-sheet Staple/5 sheet Stapleless Staple Finisher	4
4. MX-PN16B - Sharp Punch Unit (FN15-FN16, FN34-FN35) # 3 Hole Punch Unit (BP-FN15, BP-FN16)	4
5. Power/Electricity Install Power/Electricity Install	4
6. 20 Amp Surge Suppressor 20 Amp Surge Suppressor	4
7. IT Open Market IT Open Market on-Site Network Installation (2 Hours)	8

Service

Platinum B/W Service (NASPO)
Term: 60
Service Frequency: Monthly
Monthly Base Pages: Actual Usage
Month Base Charges: 0.0055

ADDITIONAL NOTES

- Quote includes delivery, installation, connectivity and training
- Quote includes removal and proper disposal of the old device if you desire
- The Customer Loyalty/Trade-in value is based on the age and total meter of the current device
- Monthly service includes unlimited service calls (all parts and labor), toner and IT support for printing and scanning

Terms	Purchase Type	Purchase Option	Monthly Lease Payment
60 months	Lease	FMV	\$ 1,657.07 (plus applicable taxes)

Accepted by: Stephanie Schmitt Title: Executive Director PO#: _____

Date: Mar 3, 2026

Les Olson Company Acceptance: _____

Customer's signature on this quote is solely for the purpose of holding the above equipment for the customer and does not constitute a binding lease of the equipment. Customer's agreement to the lease of the equipment is conditioned upon approval of the expenditure by the customer's board of directors.

Stephanie Schmitt
Exec Dir
5/12/26

Please send in writing if you accept this statement.

GENERAL TERMS AND CONDITIONS

(1) This Agreement by and between Customer/Lessor (collectively "**Customer**") and Les Olson Company ("**LOC**"), including the Maintenance Agreement (if applicable and defined below), shall be legally considered agreed and valid upon signature by the Customer.

(2) This Agreement may not be assigned or transferred by the Customer without the written approval of an LOC Officer.

(3) This Agreement constitutes the entire Agreement for this transaction between the Customer and LOC. The provisions herein shall be deemed to accurately represent the intent of both parties. No term or condition, express or implied, is authorized unless it appears on the original of this Agreement. This Agreement may not be varied or modified, except in writing and signed by an LOC Officer and the Customer.

(4) For products/software and/or services acquired under this Agreement, the terms of payment are net thirty (30) days. Time is of the essence regarding the terms of this contract, and if default be made by the Customer in any payment of any of the terms of this sale, a finance charge of one and a half (1.5) percent per month (annual percentage rate of eighteen (18) percent) will be charged on any overdue account. LOC agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the product/software and/or services; however, Customer acknowledges such financing is not and cannot be guaranteed by LOC. Customer shall be ultimately responsible for payment of the purchase price of products/software and/or services sold or leased. A 15% handling charge on all returned merchandise will be made.

(5) If Customer's account becomes delinquent and is turned over to an attorney or third-party collector, the Customer agrees to pay fees equal to the total balance due plus all of LOC's related fees, attorney fees, and collection costs, even if no suit or action is filed.

(6) This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority are the Customer's sole responsibility and shall be timely paid by the Customer.

(7) Title to all products/software acquired under this Agreement shall remain with LOC until the full purchase price is paid. Customer shall be responsible for any loss, damage or injury to all products/software acquired under this Agreement, whether by acts of nature or otherwise, and no such loss, damage or injury shall relieve the Customer from liability to pay the full purchase price.

(8) If products/software and/or services are delivered to Customer before final payment, the Customer gives LOC the right to file financing statements with respect to the equipment under the Uniform Commercial Code, as amended, or other similar provisions of law, and authorizes LOC where permitted by law to make such filings without buyer's signature.

(9) In the event that a manufacturer's software is required in conjunction with this sale, Customer is responsible to perform and complete applicable system backups prior to such installation. LOC shall not be liable for loss or damage of any kind to data or equipment as a result of this installation. End-User License Agreements ("**EULA**") govern the use and distribution of manufacturer's software. Customer shall be solely responsible for the cost of any cables, electrical requirements or additional hardware required to connect equipment to a network. LOC shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or network.

(10) Customer is responsible for the protection and removal of sensitive and private data that may become stored on Customer's equipment. While LOC may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. LOC does not recommend any particular option, and LOC is not liable for damages arising from Customer's failure to remove and protect its data fully. Regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.

(11) Standard Image and Print Product Limited Warranty: LOC warrants new and used equipment to be free of defect in materials and workmanship for a period of ninety (90) days from installation. This warranty does not extend to the replacement of supply items or consumables, including, but not limited to, photoconductors, heat rollers, fuser, cleaning kits, toner, developer, paper or staples. Under no circumstances will LOC be responsible for any consequential or incidental damages.

(12) This Agreement shall be construed in accordance with the laws of the State of Utah.

(14) Limit of Liability. Except as expressly provided in these Conditions, Les Olson Company shall not be liable for damage to property or for injury to any person arising from the sale, installation, use or removal of products unless caused by the sole neglect of Les Olson Company. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's sole negligence or willful misconduct.

(15) Any warranty products are maintained by the product manufacturer.

(16) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered in accordance with its Arbitration Rules of the state of Utah (Utah 78B-11).

IMAGE AND PRINT PRODUCTS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

(1) This Maintenance Agreement (the "Maintenance Agreement") covers only the product(s) described on the face hereof and does not include any product(s) or accessories not listed. All parts and labor for adjustments and repairs as necessitated by normal use of the products(s) described on the face hereof are determined by LOC. Not included in this Maintenance Agreement are network/software support, LOC IT Connectivity Services ("LOCITCS"), and consumable supplies such as, but not limited to, paper and staples. LOCITCS is an optional service and can be added to this Agreement at an additional charge.

(2) Optional LOCITCS solely provide connectivity coverage for printing services related to the connectivity between the covered product/service and Customer's network. LOCITCS cover phone support and onsite service for print driver installation, PC faxing, inbound routing, and scanning to email, folders, or desktop. LOCITCS do not provide coverage or services for Customer's network itself; issues outside of the LOC-provided products/software (such as network failure, routers, etc.) are not covered under LOCITCS and any service provided related thereto (if available) will be rendered at established service rates in effect at the time such service is performed. MFP Devices which utilize scanning technology may be billed separately for scans.

(3) Customer agrees to pay LOC the base and overage charges listed on this Maintenance Agreement and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed upon rate for excess images. If not noted, excess images will be charged at LOC's retail rates. Customer agrees that LOC may increase the per image rate annually during any term of the Maintenance Agreement by an amount not to exceed ten (10) percent of such charge.

(4) Maintenance Agreement charges are payable in advance. Monthly and quarterly plans are available based on volume usage, but minimum monthly volumes are required. LOC also reserves the right to adjust pricing at any time during the Agreement in response to image coverage above 7% for mono images and 30% for color images. If toner is included in the Agreement, the toner will be supplied within the cost per image rate based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's yield.

(5) Meter collection may be necessary to ensure accurate billing. If a meter cannot be collected, the monthly minimum will be billed. Customer acceptance of manufacturer software installation on Customer's computers/network may entitle Customer to a reduced cost per image rate on the products acquired under this Maintenance Agreement. If product(s) require(s) manual meter collection, a 10% increase on quoted cost per image rates may take effect.

(6) If this Maintenance Agreement is in place during the term of the Agreement, LOC will provide new or equivalent replacement parts that have been worn or broken through normal use. Parts requiring replacement due to irregular use or accident shall be billed to Customer at LOC's published part prices in effect at the time such part is sold. Irregular use or accident is constituted by but not limited to: service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, flood, lightning, other acts of nature, or as a result of either service by unauthorized personnel or use of supplies or parts that do not meet manufacturer's published supply or part specifications for the equipment; these aforementioned conditions may render this Maintenance Agreement invalid. Service or repairs needed due to damage sustained during a move of a device, unless performed by an authorized LOC representative, shall not be covered by this Maintenance Agreement in place and shall be subject to additional charges. When service work beyond normal use is required, LOC will submit a cost estimate for such service work. If the Customer authorizes such service work, a separate invoice will be rendered.

(7) Machine environmental location must follow manufacturer specifications.

(8) All service calls, including those for recommended preventative maintenance ("PM"), shall be made upon request by the Customer. It is the responsibility of the Customer to schedule PM service calls and the responsibility of LOC to provide the recommended preventative maintenance. PMs may be in conjunction with regular or emergency service calls. Service work furnished to Customer may include reasonable use of Customer's image allotments and materials.

(9) LOC's standard business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding LOC observed holidays. LOC shall make all service calls, including PMs, covered under this Maintenance Agreement during standard business hours.

(10) Mileage may be charged for locations more than 50 miles from any LOC facility if a Maintenance Agreement is or is not in effect during the term of this Agreement.

(11) The Maintenance Agreement, if purchased, shall continue for the term stated on the Agreement. The Maintenance Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal.

Les Olson Company
c/o Contract Renewals
3244 South 300 West
Salt Lake City, UT 84115

(12) Customer's failure to abide by all payment obligations may result in delay/suspension of service or termination of this Maintenance Agreement and may, at LOC's sole discretion, constitute a default under this Maintenance Agreement and the Agreement.

(13) Devices being serviced by a Dealer, on behalf of LOC, may be subject to rate increases, minimums, trip charges or freight charges.

(14) Shipping costs for toner and related supplies will be charged to the Client at our actual shipping cost. Charges will appear as a separate line item on your invoice. Standard ground shipping will be used unless you request expedited delivery, in which case additional charges may apply. Client agrees to pay such charges in accordance with the payment terms stated in this Agreement.

Early Light Academy
Michelle Draham, Business Manager
801-302-5988

Les Olson IT
Barbara Cotter
801-916-8147
3/3/2026

CURRENT SITUATION

Model	ID#	Install Date	TOT Meter (2-17-26)
MX-6071	143414	1/21/2022	114,679
MX-6071	143298	2/11/2022	124,127
MX-M6071	143416	1/21/2022	128,013
MX-M7570	143412	1/21/2022	944,117
MX-M7570	143413	1/21/2022	1,084,353
MX-M905	143406	1/21/2022	1,354,457
MX-M905	143405	1/21/2022	1,529,511

PROPOSED SOLUTION-Quote #672190

Model	ID#	Install Date	TOT Meter (2-17-26)
MX-6071	143414	Keep	114,679
MX-6071	143298	Keep	124,127
MX-M6071	143416	Keep	128,013
BP-70M90	New		Rotate locations annually to "load balance" the 4 identical devices for longevity
BP-70M90	New		
BP-70M90	New		
BP-70M90	New		

Current Lease Pmt	\$1,701.63	60 mo FMV -NASPO	.0045 & .0058	Current BW rates
Proposed Lease*	\$1,657.06	60 mo FMV -NASPO	0.0057	Floor
	\$44.57	Less		

*Trade in value offsets 10 remaining lease payments, includes electrical work

6 Month Average	Rate			Rate		Net Increase
MX-7570	31,912	0.0058	\$185.09	\$0.0055	\$175.52	
MX-7570	39,368	0.0058	\$228.33	\$0.0055	\$216.52	
MX-M905	44,206	0.0045	\$198.93	\$0.0055	\$243.13	
MX-M905	43,907	0.0045	\$197.58	\$0.0055	\$241.49	
Total	159,393	Avg/mo	\$809.93		\$876.66	
				MORE	\$66.73	\$22.16

12 month Average	Rate			Rate		
MX-7570	22,399	0.0058	\$129.91	\$0.00550	\$123.19	
MX-7570	29,059	0.0058	\$168.54	\$0.00550	\$159.82	
MX-M905	31,641	0.0045	\$142.38	\$0.00550	\$174.03	
MX-M905	32,585	0.0045	\$146.63	\$0.00550	\$179.22	
Total	115,684	Avg/mo	\$587.47		\$636.26	
				MORE	\$48.79	\$4.22



ELA Board of Directors Meeting Wednesday, May 20, 2026

Action Item: *Fire Alarm Monitoring System Installation*

Rationale

In accordance with the school's purchasing policy, all invoices that exceed \$25,000 must be approved by the Early Light Academy Board of Directors. This includes all purchases from a single vendor in a 30-day period.

Parts needed to repair our current fire alarm system have become increasingly difficult to obtain. Over the years, as additions were made to the school, multiple generations and models of equipment were installed, creating significant compatibility challenges. Because of these ongoing issues, we recommend replacing the existing fire alarm system with a fully updated, unified system with monitoring services that will provide greater reliability and long-term support.

In accordance with our Procurement Policy, we obtained bids from two vendors: Apex Life Safety Systems for \$70,763 and Firetrol Protection Systems for \$98,500. We recommend selecting Apex Life Safety Systems for the installation of the new fire alarm monitoring system. Please note that the monthly monitoring is separate from the installation and the administration hasn't engaged with a monitoring service yet.

Recommendation

It is recommended that the board approve the Fire Alarm Monitoring System installation in an amount not to exceed \$80,000.

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

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



Apex Life Safety Systems
PO Box 804 Midvale, UT 84047
801-509-4827

Fire Alarm
Installation Agreement
Date of Contract: 12/16/2025

PROJECT NAME		PROJECT ADDRESS	
Early Light Academy		11709 Vadiana Dr.	
PROJECT CITY, STATE	ZIP	PROJECT CORDINATOR	
South Jordan, UT	84009		
CONSTRUCTION LENDER IS: (NAME AND ADDRESS OF CONSTRUCTION FUND HOLDER)			

WE HEREBY PROPOSE THE FOLLOWING:

Apex Installation (Turnkey Solution)

Total Cost w/new design: \$70,763.00

Total Cost w/o design: \$69,482.00

Scope of work:

Project Overview

This proposal covers the installation of the following:

- New addressable fire alarm system
- New addressable smoke detectors, CO detectors, monitor modules, relays, pull stations, etc.

Exclusions:

- Installation of duct detectors on HVAC equipment. If the HVAC company does not provide them or they do not come from factory with them, then we can provide them, but a change order will be needed.

Term of contract: 1 Phase

Down payment (IF ANY): \$27,500.00 with payments to follow: Net 30

- Down payment covers the cost of material and design and is the first bill you will receive.

System Components

- The following components will be provided for installation:

Part Number	Description	Qty
IFP-2100	FARENHYT 2100PT ADDRESSABLE FIRE PANEL - RED CABINET	1.00
006815	SLC LOOP EXPANDER FOR SK AND IDP DEVICES	1.00
RA-2000	LCD REMOTE ANNUNCIATOR FOR THE IFP-2000, 4 X 40 DISPLAY	1.00
SSU01690	**System Records Document Cabinet**	1.00
SLAA12-18NB	12V18AH Batteries (PW-PS12180NB)	2.00
SSU00468	PPS Panel Power Surge Protection Kit	1.00
B200S-WH	INTELLIGENT SOUNDER BASE HIGH/LOW VOLUME OUTPUT W/ANSI	50.00
B300-6	6" FLANGED MOUNTING BASE, WHITE	109.00
IDP-HEAT-W	ADDRESSABLE THERMAL DETECTOR FIXED TEMP 135, WHITE	1.00
IDP-PHOTO-W	ADDRESSABLE PHOTOELECTRIC SMOKE DETECT, WHITE	108.00
IDP-PULL-DA	ADDRESSABLE PULL STATION, DUAL ACTION, KEY RESET	4.00
IDP-CONTROL	ADDRESSABLE SUPERVISED CONTROL MODULE	3.00



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Fire Alarm
Installation Agreement
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IDP-MONITOR	ADDRESSABLE MONITOR MODULE, SUPERVISED, SINGLE CONTACT	10.00
IDP-RELAY	ADDRESSABLE RELAY MODULE W/ 2 ISOLATED SETS OF FORM C	66.00
IDP-PHOTO-CO-W	ADDRESSABLE PHOTOELECTRIC AND CARBON MONOXIDE D	50.00

Installation Requirements-

- The installation must adhere to the following codes:
 - 2021 International Building Code (IBC)
 - 2021 International Fire Code (IFC)
 - 2019 NFPA 72: Fire Alarm and Signaling Code
 - 2020 NFPA 70: National Electric Code

Contractor Responsibilities-

- Site Preparation:
 - Ensure the site is prepared and ready for installation, including areas cleared and necessary permits obtained.
- Testing and Troubleshooting:
 - Participate in testing and troubleshooting with Apex Life Safety Systems.
- Pretest and Final Testing:
 - Assist with pretesting the system before the final inspection by city officials.
 - Ensure new batteries have at least 48 hours of charging before battery tests.
- Safety and Compliance:
 - Comply with OSHA standards and any site-specific safety requirements.
- Coordination with Other Trades:
 - Coordinate with other trades to avoid conflicts and ensure smooth workflow.
- Access and Security:
 - Ensure site access and security for both workers and materials.

Programming and Testing

- Programming will be done by Apex Life Safety Systems, will take a day.
- Conduct a thorough pretest of the system

Documentation

- Provide as-built documentation, operation manuals, and training for the building management or maintenance staff.

Exclusions and Clarifications

- Excluded Work and Materials:
 - 120V to FACP, conduit, raceways
 - Fire sprinkler system, CCTV system, Access Control System, Intrusion Alarm System, Magnetic/Electronic Door Holders, Smoke Dampers, Knox Box material, Smoke detection for delayed egress, access control relay wiring, remote annunciator.
 - Conduit above ceiling, planning on "free air" exposed above grid.
 - Specialty color paint for devices; standard includes white initiating and notification devices where allowable, with a black or red control panel, and red manual pull stations.
 - Sheet rock repair, ceiling tile or hard lid ceiling repair, fire caulking, landscaping, painting, excavating, or anything else outside the specified scope above.
- Labor:



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801-509-4827

Fire Alarm
Installation Agreement

Date of Contract: 12/16/2025

- Labor is scheduled from 7:30 AM to 4:30 PM, excluding shift work, overtime, double-time, weekends, holidays, or night work. Assumes unobstructed full-day access and consecutive days on site to complete work. Only one mobilization and demobilization.
- Monitoring Service:
 - Monitoring service is not included. We can provide monitoring through our UL-listed monitoring center for \$700.00 for installation and \$45.00 per month. This requires a separate agreement for monitoring service.
- Contractual Conditions:
 - The execution of an acceptable contract by Apex Life Safety Systems is a condition precedent to acceptance and enforcement of this proposal.
 - Monthly progress billings will be issued for work completed within the given month. Payment terms are Net 30 days from the invoice date unless otherwise agreed in writing.
- Pricing Conditions:
 - Due to the changing and volatile cost of resources and materials, the price of materials may vary with time and is conditioned upon pricing availability from suppliers.
- Change Orders:
 - Any changes to the scope of work or unforeseen circumstances requiring additional work or adjustments will be handled through a formal change order process.

This material pricing is valid for 30 days from the date of this bid. After 30 days, we reserve the right to increase material prices by 2% and continue to increase by 2% every 90 days thereafter.

Conclusion:

We believe that these options offer a unique benefit and can be tailored to meet your specific needs. Please review the details above and let us know if you have any questions or require further clarification. We are committed to delivering a solution that best suits your requirements and ensures the success of your project.

Thank you for considering our proposal. We look forward to the opportunity to work with you.

Sincerely,

Robert Buckley
Apex Life Safety Systems, LLC
P.O. Box 804
Midvale, UT 84047
robert@apexlss.org
385-414-0767



Terms and Conditions

I. CHANGES IN THE WORK

- a. Any modification or additions directed by the owner, construction lender, or any public body or inspector will result in an adjusted contract price. Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a contract Change Order. The change in the contract price caused by such contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 20% shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and recognized as inherent in work of the character provided for in this contract. The owner, in addition to this work, shall pay for any expenses incurred due to such conditions.

II. OWNERS RESPONSIBILITIES

- a. The owner agrees to provide unrestricted access to the property for the contractor and necessary equipment.

III. DELAYS

- a. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

IV. SUBCONTRACTS

- a. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

V. TAXES AND ASSESMENTS

- a. The owner will pay for taxes and assessments of all descriptions.

VI. INSURANCE AND DEPOSITS.

- a. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. The owner is responsible for obtaining and paying for insurance to cover injuries to their employees and any persons invited to the job site by the owner. Owner shall also procure at own expense and before the commencement of work hereunder "all-risk" insurance with course of construction, theft, vandalism, and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance shall name the Contractor and any subcontractors as additional insureds, and will be written to protect owner, Contractor and subcontractors as their interests may appear. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence or earthquake, owner as extra work shall pay for work done by Contractor in rebuilding or restoring the project.



Apex Life Safety Systems
PO Box 804 Midvale, UT 84047
801-509-4827

Fire Alarm
Installation Agreement
Date of Contract: 12/16/2025

VII. RIGHT TO STOP WORK

- a. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

VIII. RIGHT TO FILE PRELIMINARY NOTICE & RECORD MECHANICS LIEN

- a. Contractor shall have the right to exercise its statutory rights under Utah law to file a Preliminary Notice with the Utah State Construction Registry when it begins work on the Project to protect its lien rights, which may be exercised in full, including the recording of a Mechanics Lien with the appropriate county recorder's office upon nonpayment of bills for completed work.

IX. CLEAN UP

- a. Contractor will remove from Owner's property debris and surplus material created by the operation and leave it in a neat and broom clean condition.

X. COMPLIANCE WITH LAWS

- a. In connection with the performance by Contractor of duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances, and regulations

XI. ARBITRATION, VALIDITY AND DAMAGES

- a. All Disputes arising out of or related to this contract, including any breaches, will be settled through arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having authority thereof.

XII. ASBESTOS AND HAZARDOUS WASTE

- a. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or do the work at contractor's option. Said work shall be treated as an extra under the contract.

XIII. ATTORNEY FEES

- a. In the event legal action or arbitration instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

Authorized Signature Date

Apex Signature Date

Authorized Print Name Date

Apex Print Name Date

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ELA Board of Directors Meeting Wednesday, May 20, 2026

Action Item: *Calcut Consulting Contract*

Rationale:

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

The School has been using Jennifer Calcut with **Calcut Consulting** as their School psychologist. All services are billed at a rate of \$110 an hour which is a \$5/hr increase from last year. Jennifer provides testing, trainings, and counseling services. This is a 2-year contract and is renewable. It may be terminated with a 30-day written notice.

Recommendation:

It is recommended that the board approve Calcut Consulting Contract and authorize the Executive Director to sign 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.

CALCUT CONSULTING CONTRACT FOR SERVICES

Contracting Agency:

Provider Name: Jennifer Calcut

Ph#: 801-430-3911

Business Name: Calcut Consulting

Address: 5420 South 4225 West Roy, Utah 84067

Services to be billed at a rate of \$110.00 an hour. This rate includes administration, testing protocols, scoring and interpretation, report writing, consultation, trainings, counseling services and attending IEP meetings.

School Psychologist

Testing Available

WISC-V

WAIS-IV

WPSSI-V

KTEA

WAIT

Raven's Progressive Matrices

Weschler Non-Verbal

ADOS-2

BASC-3

SSIS

ASRS

Conners

Vineland Adaptive Behavior Scales

Personality Scales for Adolescents

Executive Functioning Batteries

FUBA and BIP

Trainings

TBRI for Teachers Trauma Informed Care

Reading and Interpretation of Testing for Teachers

Team Building for teachers and staff utilizing the Enneagram

Counseling Services

Provided by DOPL Licensed Therapists

Zones of Emotional Regulation

Social Thinking Skills

The contract is for services provided by the School Psychologist and other licensed professionals. School Year 26-27 and rolling into School year 27-28. This agreement may be terminated by either party by giving a 30-day written notice. Payment for all services will be made within a 30-day period, after the invoice is received. A late fee of 15.00 dollars per every 15 days after the billing due date will be charged.

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

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Provider Signature

Date

School Signature

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.



ELA Board of Director's Meeting Wednesday, May 20, 2026

Action Item: *Connected2Therapy Agreement*

Rationale:

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

The School has been using Connected2Therapy (C2T) for our nursing services. C2T's licensed Registered Nurses (RN) can develop healthcare plans; consultant with other school professionals (e.g., food service, PE, coaches, and counselors); provide health-related education to students and staff in both individual and group settings; manage communicable diseases and assess the school environment as to prevent injury and ensure safety; participate in school safety planning; oversee and train medication administration; make decisions related to the delegation of healthcare tasks; and provide health advice to the Individualized Educational Plan (IEP) team.

C2T also has other related services that we have access to with this agreement. See under "Early Light Academy Bid" for the rate sheet for other individual services. The rates for SLT, RBT, PTA, and PT services did not increase from FY26. As expected, mileage increased for 2026 as set by the IRS. All other rates stayed the same.

Recommendation:

It is recommended that the board approve the 2026-2027 Connected2Therapy agreement and authorize the Executive Director to sign on behalf of the school.

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



Early Light Academy
Professional Service Bid
and Payment Agreement

April 25, 2026

For questions contact
marlies@connected2therapy.com
www.connected2therapy.com

Thank you for the opportunity to submit a bid to Early Light Academy. **Connected 2 Therapy (C2T)** offers school-based related services to students needing support for success in academic achievement, positive behaviors for learning, and daily school activities. School-based services can conveniently be provided onsite or online – whichever works best for your students and based on our provider availability. The related services we offer include occupational therapy, physical therapy, speech therapy, behavior therapy, school nursing, hearing screening, and counseling. We also offer ABA therapy to eligible students and families.

All related services are billed at an hourly rate for actual services provided. ***There is no ongoing contract and no hidden cost.***

This document includes the scope of work for available services and a bid showing the hourly rate for each service. **C2T** will send an electronic contract for signature if you'd like to partner with **C2T** and receive school-based or virtual therapy services.

Scope of Work for related services:

All **C2T** onsite and virtual therapists and assistants provide students individual school-based therapy according to the IEP. In addition, they may assist Early Light Academy by:

- Collecting data (evaluation) through test administration and evaluation of additional data of students who have or are suspected of having a disability
- Attending IEP meetings and developing IEP goals
- Documenting student progress
- Consulting with the teachers of students receiving services
- Consulting with school administrators
- Creating progress monitoring reports
- Completing service logs

Occupational Therapy: **C2T's** occupational therapists (OT) and certified occupational therapy assistants (COTA) support a student's ability to benefit from this service and participate in the general curriculum. OTs evaluate and provide services to students who have or are suspected of having a disability as defined under IDEA or Section 504. Services may be direct or consultative depending on the educational needs of the student and as required in the IEP or 504 Plan. The related service provider also provides support to school staff in developing appropriate educational programs for students with disabilities as required. COTAs implement intervention and therapy regarding students' fine and gross motor skills and functional abilities under the direction of the OT.

Physical Therapy: **C2T's** physical therapists (PT) and physical therapy assistants (PTA) provide support for students who have a disability that interferes with their educational performance and ability to benefit from their education program, including participation in everyday routines and activities. Using their unique expertise in

movement and function, PTs and PTAs prepare students for further education, employment, and independent living. PTs and PTAs design and perform therapeutic interventions, including compensation, remediation and prevention strategies and adaptations, focusing on functional mobility and safe, efficient access and participation in educational activities and routines in natural learning environments. In addition, they play a critical role in educating parents, educators, administrators, and other staff members.

Speech Therapy **C2T's** speech-language pathologists (SLP) assess, qualify, and work with students who have a language, social communication, and/or cognitive communication issues that affect the access to their grade level education. The SLP also supervises assigned Speech-Language Technicians (SLT) and Speech Aides. The SLP provides services to students, assists with language and hearing screenings, completes necessary paperwork regarding IEP goals, services logs and other clerical needs.

Behavior Therapy: **C2T's** board certified behavior analysts (BCBA), registered behavior technicians (RBT), and behavior technicians provide direct service to students. Therapists and technicians work under the direct supervision of a BCBA and receive (at minimum) monthly onsite supervision and training. Direct services may consist of implementing a variety of positive behavioral, social, communicative, and academic interventions and supports to students so as to create positive behavioral change.

School Nurse: **C2T's** licensed Registered Nurses (RN) can develop healthcare plans; consultant with other school professionals (e.g., food service, PE, coaches, and counselors); provide health-related education to students and staff in both individual and group settings; manage communicable diseases and assess the school environment as to prevent injury and ensure safety; participate in school safety planning; oversee medication administration; make decisions related to the delegation of healthcare tasks; and provide health advice to the Individualized Educational Plan (IEP) team.

Counseling: **C2T's** licensed social workers (LCSW and MSW) are mental health professionals who provide services related to a child's social, emotional and life adjustment to school and society. LCSWs and MSWs are the link between the home, school, and community in providing direct as well as indirect services to students, to promote and support students' academic and social success.

Costs for related services

C2T's licensed therapists use professional judgment, evaluation data, and expected outcomes to select a particular frame of reference that guides each student's individual intervention plan. We assign the best individual to provide necessary services. Services are paid at an hourly rate with no charge for travel (mileage or time) unless Early Light Academy is over 75 miles one way from the therapist's home (or office).

Early Light Academy Bid*

C2T will provide Early Light Academy school-based, onsite and virtual related services during the 2026-2027 school year based on school request and therapist availability. Early Light Academy can request to access services described in this document. Rates for each type of therapy service are specified in the table below.

SLT services	\$ 50 per hour	SLP services	\$ 90 per hour
RBT services	\$ 50 per hour	BCBA services	\$150 per hour
COTA services	\$ 80 per hour	OT services	\$ 90 per hour
PTA services	\$ 50 per hour	PT services	\$100 per hour
LCSW/MSW services	\$ 90 per hour	RN services	\$ 90 per hour
Mileage reimbursement rate set by IRS		\$ 0.725 per mile in 2026	

* Early Light Academy will be billed monthly for the actual number of hours worked by each therapist plus actual mileage at the Federal Rate and State of Utah lodging per diem rate if over 75 miles one way.



CONNECTED 2 THERAPY PAYMENT AGREEMENT

1. This Agreement does not represent an ongoing guarantee of work.
2. C2T will perform work as outlined in the Scope of Work during school year 2026-2027. By signing this Agreement, LEA acknowledges receipt of the Scope of Work.
3. C2T will provide related services according to the IEPs written by LEA Special Education program, 504 Plans written by LEA, and requests of LEA for students that do not have an IEP or 504 Plan. Therapy is provided both on campus and virtually and non-therapy services, such as reports and assessment analysis, are completed off campus.
4. LEA grants C2T access to LEA property, equipment, and materials in performing the duties associated with C2T's job, including a private space for providing assessments or therapy services to students as needed. If an appropriate space is not provided, C2T will not provide services to students but will bill for time and travel.
5. LEA will inform C2T therapist directly of any students not in attendance at school or not planning to attend the therapy session each day prior to the start of services. If C2T therapist waits for a student that is absent and was not informed the student was absent or not attending a session, then LEA will be billed for the entire session.
6. For the services outlined in the Scope of Work, C2T will be compensated for related services per hour, mileage at the rate set by the IRS if applicable, to be billed monthly based on the number of hours used, miles driven by the provider, and total amount reimbursed to LEA. The rates in this document pertain to school year 2026-2027.
7. Services will be billed monthly, as applicable:
 - a. Occupational Therapist \$ 90 per hour
 - b. COTA \$ 80 per hour
 - c. Speech Language Pathologist \$ 90 per hour
 - d. Speech Language Therapist/Speech Aide \$ 50 per hour
 - e. Physical Therapist \$100 per hour
 - f. LCSW/MSW \$ 90 per hour
 - g. BCBA \$150 per hour
 - h. Registered Behavior Tech./Behavior Tech. \$ 50 per hour
 - i. Registered Nurse \$ 90 per hour
 - j. Hearing screening \$600 per day
 - k. Lease audiometer \$100 per day
 - l. Fees and expenses \$175 per hour
 - m. Mileage \$0.725 per mile through Dec. 31, 2026
 - n. Lodging State of Utah rate for your city

8. C2T will send monthly invoice. LEA is responsible to compare monthly invoice to service log C2T therapist creates for the school to ensure accuracy. LEA is responsible to communicate service log expectations and location with C2T therapist the first month of services. Payment is due within 30 days of invoice. Accounts not paid within terms are subject to a 2% monthly finance charge.
9. To perform the services necessary under this Agreement, C2T Therapists will require access to student information, including information protected by State and Federal law. C2T agrees to maintain confidentiality of this student information.
10. C2T agrees to provide the following evidence of eligibility to LEA:
 - a. Documentary evidence of identity and eligibility for employment in the U.S.A.
 - b. Evidence of a current license necessary to provide related service.
 - c. Completion of a criminal background check. (A current educator license or DOPL will fulfill this requirement.)
 - d. Evidence of Worker's Compensation insurance.
11. Pursuant to 34 CFR 80.36(i)(10), C2T agrees to provide access to a grantee of federal funds, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any C2T books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. C2T agrees to retain all required records for three years after final payment and all other pending matters are closed. C2T agrees to provide information as requested subject to administrative fees and expenses.
12. C2T shall be fully liable for the actions of its agents, employees, officers, partners, and contractors, and shall fully indemnify, defend, and save harmless the LEA from all claims, losses, suits, actions, damages, and costs of every name and description arising out of C2T Contractor's performance of this Agreement to the extent caused by any intentional wrongful act or gross negligence of C2T, its agents, employees, officers, partners, or contractors, without limitation; provided, however, that the C2T shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the LEA. The parties agree that if there are any limitations of C2T's liability, including a limitation of liability clause for anyone or whom C2T is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
13. This Agreement represents an acknowledgement of both parties and is the entire agreement between the parties with regard to payment. This Agreement supersedes any other agreement regarding related services and payment, either written or verbal.
14. If any portion of this Agreement is deemed by a court of competent jurisdiction to be nonbinding, it shall not affect any other portion of said Agreement.
15. This Agreement will be governed by and interpreted in accordance with the laws of the State of Utah.

If you are interested in receiving these services as described in the Scope of Work, Costs, and Agreement, please complete the required information and return.

LEA Representative

C2T Representative

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ELA Board of Director's Meeting Wednesday, May 20, 2026

Action Item: *ETP Agreement with Richard Hagen*

Rationale:

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

We have been using Richard Hagen Educational Therapy Professionals for our occupational therapy (OT) services for students that have an IEP requiring OT services. The hourly rate will be \$75 per hour which is an increase of \$2/hr from FY26. This agreement is for the 2026-2027 school year. There is a termination clause of a 90-day notice from either party.

Early Light Academy would like to continue using the services provided by Richard Hagen and his team of Occupational Therapists. They have developed great relationships with our students and provide quality care.

Recommendation:

It is recommended that the board approve Richard Hagen Educational Professionals Occupational Therapy 2026-2027 agreement and authorize the Executive Director to sign 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.

OCCUPATIONAL THERAPY CONTRACT

This OCCUPATIONAL THERAPY CONTRACT (herein referred to as “Agreement”) is made and entered into effective as of 5/2/26 by and between Early Light Academy (the “School”) and Hedges Enterprises LLC d/b/a Educational Therapy Professionals.

WHEREAS the School desires to contract with Educational Therapy Professionals to provide Occupational Therapy services for the 2026 – 2027 school year; and

WHEREAS Educational Therapy Professionals has agreed to perform these services for the School under the terms and conditions set forth in this Agreement,

THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is hereby agreed between the School and Educational Therapy Professionals as follows:

I. **EDUCATIONAL THERAPY PROFESSIONALS WILL:**

- A. Perform Occupational Therapy Services in accordance with the Individual Education Program (IEP) for each individual Student and/or for Students not on an IEP who have been specifically referred to Educational Therapy Professionals for services under the terms of this Agreement by the School (each a “Student” and collectively the “Students”)
- B. Provide the following services through the assigned Occupational Therapist and/or Certified Occupational Therapy Assistant:
 - 1. Evaluate each Student and provide evaluation results and intervention recommendations;
 - 2. Set up appropriate treatment plans and collaborate on goals and progress benchmarks for each Student;
 - 3. Formulate and provide methods of intervention to be used for each Student;
 - 4. Provide therapy services which may include
 - a. direct Student intervention,
 - b. teletherapy Student intervention,
 - c. monthly Student supervision by the OT
 - d. collaboration on a Student with teacher, staff, and/or parent,
 - e. Student screenings,
 - f. Student evaluations and assessments,
 - g. Student sensory observations,
 - h. evaluation write-ups, IEPs, intervention documentation,
 - i. providing therapy resources upon request, and teacher/staff training meetings as requested and authorized by the School
 - 5. Consult with staff concerning Student progress, interventions, and recommendations
 - 6. Consult on physical arrangements of the classroom to meet the Student’s needs as requested
 - 7. Assist the teacher and aide to understand appropriate treatments through demonstration and supervision in the classroom; and
 - 8. Prepare and provide regular treatment and progress notes. Treatment notes will be written for each intervention session with a Student. Progress notes will be provided as required by law for each semester

9. Provide requested/required information regarding student services for depositions, court hearings, mediations, etc.
 10. Provide other Occupational Therapy services as needed and appropriate under state and national licensure.
- C. Conform to all applicable policies of the School, State and Federal Regulatory statutes.
- D. Educational Therapy Professionals will submit a monthly invoice to the School by the 20th of the following month.

II. SCHOOL WILL:

- A. Provide overall supervision of services to the Students on an IEP to determine whether the IEP developed by the Special Education Department is being carried out properly
- B. Provide Payment to Educational Therapy Professionals as follows:
1. Be responsible for payment of fees for services rendered by a Licensed Occupational Therapist or Certified Occupational Therapy Assistant contracted with Educational Therapy Professionals at the rate of seventy-five dollars (\$75.00) per hour, as well as provide reimbursement to Educational Therapy Professionals for the cost of assessment protocols utilized for Student evaluations.
 2. Provide payment for travel to and from School for travel time greater than 20 minutes each direction. The travel time rate is the same hourly rate per license/position as listed above (IIB1) and will be for the actual amount of time spent traveling for the services provider
 3. Provide payment to Educational Therapy Professionals within 30 days from the date of invoice for services provided.
- C. Not hire, contract with, or otherwise obtain services directly or indirectly from any Occupational Therapist, Certified Occupational Therapy Assistant, Speech Language Pathologist, Speech Technician, Speech Language Aide, School Psychologist or any other service provider who has provided services to the School in behalf of Educational Therapy Professionals for a period of no less than 2 years after termination of this Agreement with Educational Therapy Professionals

III. TERM AND TERMINATION:

This Agreement shall be effective on the date signed and remain in full force and effect for the remainder of the specified school year, unless and until one of the parties gives ninety (90) days' notice in writing to the other party of its intention to terminate this Agreement. Upon termination of this agreement, IIB and IIC will continue to be fulfilled and held enforceable.

IV. REVIEW AND RENEWAL AT END OF SCHOOL YEAR:

The provisions of the Agreement and the program of services carried out pursuant thereto shall be reviewed and examined prior to the end of the school year to determine whether the provisions of this Agreement shall be modified and/or continued for the next school year.

V. INDEPENDENT CONTRACTOR STATUS:

The relationship of Educational Therapy Professionals to the School shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties.

VI. OWNERSHIP OF MATERIALS CREATED BY EDUCATIONAL THERAPY PROFESSIONALS:

School acknowledges that Educational Therapy Professionals may utilize materials that it has developed to assist it in providing the services described in this Agreement. Educational Therapy Professionals owns such materials including any enhancements or revisions to such materials (“Educational Therapy Professionals Proprietary Information”). Educational Therapy Professionals Proprietary Information shall include, but shall not be limited to, templates and component objects, including database schema templates, report templates, guidelines, testing methodologies and documentation, support therapy methodologies and documentation. School acknowledges that the Educational Therapy Professionals Proprietary Information is the sole property of Educational Therapy Professionals for use by Educational Therapy Professionals. Educational Therapy Professionals hereby grants to the School a royalty-free, nonexclusive, nontransferable license to use the Educational Therapy Professionals Proprietary Information in connection with and as necessary to receive the benefits of the services provided by Educational Therapy Professionals under this Agreement. Upon termination of this Agreement, the School shall no longer use and shall return (and destroy all copies of) all Educational Therapy Professionals Proprietary Information.

VII. MISCELLANEOUS:

- A. Assignment. Neither party will assign any part or all of this Agreement without the other party’s prior written consent. Any attempt to assign in violation of this section is void in each instance. Notwithstanding the foregoing, a party may assign this Agreement (or any of its rights and obligations under this Agreement) upon notice to the other party in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.
- B. Governing Law/Venue. This Agreement is governed by Utah law, excluding its conflicts of law rules. Contractor irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in St. George, Washington County, Utah, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

- C. Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile or electronic mail with confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for the School, notice to the School will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile or electronic mail with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.
- D. Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
- E. No Waiver. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.
- F. Cumulative Rights/Construction. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.
- G. Survival. The following provisions survive termination or expiration of this Agreement: the payment provisions in Article II.B; the no-hire provision of Article II.C; the independent contractor provision of Article V; the ownership of materials and intellectual property provision of Article VI; and this general section of Article VII, including without limitation, Limitation of Liability (Section VII.I).
- H. Injunctive Relief. School acknowledges that any material breach of Article II.C (no hire provision) or Article VI (ownership of materials and intellectual property) by School would cause Educational Therapy Professionals irreparable harm for which it has no adequate remedies at law. Accordingly, Educational Therapy Professionals is entitled to specific performance or injunctive relief for any such breach.
- I. LIMITATION OF LIABILITIES. EXCEPT FOR LOSSES, DAMAGES OR LIABILITIES (i) ARISING UNDER ARTICLE II.C, OR (ii) ARISING OUT OF ANY ARISING OUT OF ANY BREACH OF THE OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY OBLIGATIONS UNDER ARTICLE VI OF THIS AGREEMENT BY THE SCHOOL OR ITS PERSONNEL, (A) NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT OR IN TORT) UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT,

CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF Educational Therapy Professionals WILL NOT EXCEED THE TOTAL AMOUNT PAID BY SCHOOL PURSUANT TO THIS AGREEMENT.

- J. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties pertaining to the services to be provided hereunder and supersedes the parties' prior agreements, understandings and discussions relating to such services. No modification of this Agreement is binding unless it is in writing and signed by the School and Educational Therapy Professionals.
- K. Counterparts and Electronic Signature. This Agreement may be executed by facsimile or electronic mail (by exchange of .pdf signed copies) and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This Agreement is signed by duly authorized representatives of the parties

Early Light Academy

Date

Signature: _____

Name (& Title): _____

School Notices to:

Address: _____

Email: _____

Hedges Enterprises LLC d/b/a Educational Therapy Professionals

By: Richard Hagen
Richard Hagen, CEO

5/2/26
Date

Notices to:

Address: 462 North 1400 West
Hurricane, Utah 84737

Email: admin@edutherapypro.com

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ELA Board of Director's Meeting Wednesday, May 20, 2026

Action Item: *CommGap Rate Card*

Rationale:

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

The School currently has an agreement with **CommGap** for interpretive services which has an accompanying rate card. We use these services on an as needed basis for occasional IEP mtgs, possibly during Jr. high advisory and core classes, and at student-led conferences. As the rates increase, we would need to approve their updated rates. It has been recommended that we approve their rate card on an annual basis.

Recommendation:

It is recommended that the board approve the current CommGap rate card.

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