

Advantage Arts Academy Board of Directors Meeting



Date: Monday, June 20, 2022

Time: 10:00 AM

Location: 290 N. Flint Street, Kaysville, UT 84037

Teleconference: <https://us02web.zoom.us/j/86282121538>

Meeting ID: 862 8212 1538; Passcode: AAA

The mission of Advantage Arts Academy, in alignment with the Beverley Taylor Sorenson Arts Learning Program, is to effectively increase our students' performance in every subject, as well as improve students' core academic capacity, emotional well-being, arts awareness, and social skills.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- May 16, 2022 Board Meeting & Closed Session Minutes

PUBLIC COMMENT (comments will be limited to three minutes)

REPORTS

- Director Report
 - Attendance Policy Review and Data
 - Student Conduct and Discipline Policy Review and Data
 - Donation and Fundraising Policy Review
 - Positive Behaviors Plan
- Finance Report
 - Fraud Risk Assessment and Commitment to Ethical Behavior

VOTING ITEMS

- 2021-2022 Amended Budget
- 2022-2023 Budget
- Eide Bailly Audit Engagement
- Director Employment Agreement & Compensation
- Board Membership, Term Renewals, and Elected Officers
- Teacher and Student Success Act (TSSA) Program Plan
- Electronic Resources Policy Renewal
- Amended LEA-Specific License Policy
- Amended Procurement Policy

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-7.8.

- Amended Wellness Policy
- Meal Prices
- Furniture Donation
- Sex Education Materials Review Committee Composition, Sex Education Instruction Policy, and Data Review
- Family Handbook
- Related Services Agreement

TRAINING

- Open and Public Meetings Act

STRATEGIC PLANNING

- Goal Setting

CALENDARING

- 2022-2023 Meeting Schedule
- Board Meeting August 22, 2022 at 10 AM

CLOSED SESSION

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

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-7.8.

Advantage Arts Academy Board of Directors Meeting

EXECUTIVE SUMMARY

ATTENDANCE POLICY REVIEW AND DATA

The school seeks to accurately monitor and record attendance information, annually review attendance data, and consider revisions to the attendance policy and procedures to encourage student attendance. No changes are recommended to the policy at this time.

School Attendance					
LEA Advantage Arts Academy					
Date: 6/13/2022					
From: 8/10/2021 To: 6/13/2022					
School	Classes Enrolled	Classes Attended	Attendance Percentage	Classes Absent	Absent Percentage
Advantage Arts Academy	63,461	56,304	88.72%	7,157	11.28%
Overall Totals:	63,461	56,304	88.72%	7,157	11.28%

STUDENT CONDUCT AND DISCIPLINE POLICY REVIEW AND DATA

The provided report details all out-of-school suspensions and expulsions as required annually. No changes are recommended to the policy at this time.

Gender	Grade Level	Race	SpEd	Reason	OSS	Length of Time	Referred to Board
F	1	WH	Y	Disruptive Behavior	Y	2	N
M	1	WH	N	Fighting with Student	Y	1	N
M	1	WH	N	Inappropriate Touching	Y	2	N
M	5	WH	N	Fighting with Student	Y	1	N
M	2	WH	N	Disruptive Behavior	Y	2	N
M	2	WH	Y	Disruptive Behavior	Y	1	N
M	2	WH	Y	Threatening Bodily Harm	Y	1	N
M	5	PI	Y	Fighting with Student	Y	1	N
M	3	WH	N	Threat/Intimidation	Y	1	N
M	1	WH	N	Disruptive Behavior	Y	2	N
M	3	WH	N	Bullying	Y	1	N
M	3	WH	N	Fighting with Student	Y	1	N
M	2	WH	Y	Weapon Possession	Y	1	N
F	3	WH	Y	Bullying	Y	1	N
M	6	WH	Y	Bullying	Y	1	N
M	6	WH	Y	Fighting with Student	Y	1	N
M	6	WH	Y	Inappropriate Language	Y	1	N
M	1	WH	N	Bullying	Y	3	N
F	1	WH	N	Fighting with Student	Y	1	N

DONATION AND FUNDRAISING POLICY

This policy establishes the guidelines and standards for the acceptance of donations and gifts as well as for when the school engages in or sponsors fundraising activities. The Board is required to review this policy annually to ensure that adequate controls are in place. No changes are recommended to the policy at this time.

POSITIVE BEHAVIORS PLAN REPORT

The board approved the Positive Behaviors Plan and the required annual report detailing how the positive behaviors plan was implemented is provided for review.

FRAUD RISK ASSESSMENT & ANNUAL COMMITMENT TO ETHICAL BEHAVIOR

Please review the Ethics Policy and then all board members will be asked to sign the commitment to ethical behavior form.

BOARD MEMBER TERMS AND ELECTED OFFICERS

Crystal Thomas is interested in joining the board and has interviewed with several board members. New board member terms are typically three years.

Kim Dohrer and Chris Finley have terms ending June 2022. Chris Finley will not be renewing his term, but Kim Dohrer is eligible for an additional three-year term.

Annually the board is required to elect officers to fill the positions of president, vice president, financial coordinator, and (optional) secretary.

ELECTRONIC RESOURCES POLICY RENEWAL

This policy is intended to ensure the safe and responsible use of the school's electronic resources. This policy must be reviewed and approved annually to ensure that it continues to meet needs. No changes are recommended to the policy at this time.

LEA-SPECIFIC EDUCATOR LICENSE POLICY

Previously the School adopted an LEA-Specific Educator License Policy. Among other things, this policy explains the process the School must go through to apply for an LEA-specific license for an employee and the requirements the School must follow when it employs educators with LEA-specific licenses.

The administrative rules governing LEA-specific educator licenses are contained in R277-301. Recently, R277-301-7 was amended to say that LEAs can no longer issue an LEA-specific license in the area of special education and other related areas. Prior to this change (and as reflected in the School's currently policy), LEAs were permitted to issue LEA-specific licenses in special education and preschool special education for one school year.

The proposed amendments to the School’s LEA-Specific Educator License Policy reflect the recent changes R277-301-7 – i.e., they provide that no LEA-specific licenses may be issued in special education and related areas.

PROCUREMENT POLICY

Over the past year or so there have been a variety of changes to the Utah Procurement Code and the procurement rules in Title R33 of the Utah Administrative Code. The proposed revisions to the School’s Procurement Policy are intended to make the policy reflect current procurement laws and rules, including the various small purchases thresholds. In addition, the proposed revisions add detail to the policy in order to clearly explain when the school is and is not required to obtain bids or quotes and when the School is and is not required to go through a formal procurement process prior to making certain purchases. The revisions also outline the procurement rules that apply to purchasing professional services and doing construction projects. The proposed revisions should not only make the policy consistent with current law, but also provide the school with a clear procurement guide when making purchases.

WELLNESS POLICY

Proposed changes to the policy include updating the Wellness Committee membership and updating to the current leadership.

MEAL PRICES

The school needs to establish meal prices for the upcoming school year.

MEAL	CURRENT PRICE	SUGGESTED PRICE	JORDAN DISTRICT COMPARISION
Breakfast	\$1.50	\$1.65	\$0.80
Lunch	\$2.55	\$2.75	\$1.75
Second Meal	\$3.60	\$3.85	\$2.00

For background information, reduced fees are set by the USDA and never change by the school. These suggested meal prices are only for full pay students.

FURNITURE DONATION

A company that moved locations offered free furniture to the school. Based on the Donations and Fundraising Policy, acceptance of the donation is required since the value is over \$10,000. Accepting the donation does not obligate the school in any way.

SEX EDUCATION

CURRICULUM MATERIALS REVIEW COMMITTEE COMPOSITION:

The committee membership will include parents, health professionals, school health educators, and administrators, with at least as many parents as school employees.

SEX EDUCATION INSTRUCTION POLICY

No changes are recommended to the policy at this time. Every two years the Board of Directors is required to review this policy.

DATA

Every two years the Board of Directors is required to review data for the county in which the school is located regarding teen pregnancy, child sexual abuse, sexually transmitted diseases and sexually transmitted infections, and the number of pornography complaints or other instances reported in the School.

There were no pornography complaints or instances at the school to report.

Advantage Arts Academy Board of Directors Meeting



Date: Monday, May 16, 2022

Anchor Location: 6171 W. 11800 S., Herriman UT, 84096

Board Members Present: Jodi Hart Wilson, Suzy Mortenson, Chris Finley, Doug James, Kim Dohrer

Others Present: Jonathan Kano, Mandy Kartchner, Dawn Benke, Kara Finley, Trent Brown

The mission of Advantage Arts Academy, in alignment with the Beverley Taylor Sorenson Arts Learning Program, is to effectively increase our students' performance in every subject, as well as improve students' core academic capacity, emotional well-being, arts awareness, and social skills.

MINUTES

CALL TO ORDER

- Jodi Hart Wilson called the board meeting to order at 2:33 PM.

CONSENT ITEMS

- **April 25, 2022 Board Meeting and Closed Session Minutes**
Chris Finley made a motion to approve the April 25, 2022 Board Meeting and Closed Session Minutes; Doug James seconded. Motion passed; the votes were as follows:
 - Jodi Hart Wilson – AYE
 - Suzy Mortenson – AYE
 - Chris Finley – AYE
 - Doug James – AYE
 - Kim Dohrer – AYE

VOTING ITEMS

- **ETS Technology and Installation Expenses**
The technology purchases are prioritized based on fundraising efforts and the desire to increase school safety in the school.
Suzy Mortenson made a motion to approve the ETS technology and installation expenses needs prioritized up to the amount received through the fundraiser; Doug James seconded. Motion passed; the votes were as follows:
 - Jodi Hart Wilson – AYE
 - Suzy Mortenson – AYE
 - Chris Finley – AYE
 - Doug James – AYE
 - Kim Dohrer – AYE

○ **All Day Kindergarten**

The school was awarded two grants for all-day kindergarten classes and the funding amounts coverage of personnel. There is a waiting list for all-day kindergarten and the school would have to run two classes if the grant is accepted. Hiring currently would be for two full day kindergarten teachers and one half-day teacher.

Kim Dohrer made a motion to approve two full day kindergarten class with a minimum class size of twenty students; Suzy Mortenson seconded. Motion passed; the votes were as follows:

- *Jodi Hart Wilson – AYE*
- *Suzy Mortenson – AYE*
- *Chris Finley – AYE*
- *Doug James – AYE*
- *Kim Dohrer – AYE*

CALENDARING

- The annual Board Meeting is scheduled for June 20, 2022 at 10 AM.
Doug James left the board meeting at 2:54 PM.

CLOSED SESSION

- *Suzy Mortenson made a motion to enter a closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a) to be held with an anchor location at Advantage Arts Academy; Kim Dohrer seconded. Motion passed; the votes were as follows:*

- *Jodi Hart Wilson – AYE*
- *Suzy Mortenson – AYE*
- *Chris Finley – AYE*
- *Kim Dohrer – AYE*

Entered closed session at 2:56 PM.

Jodi Hart Wilson left the meeting at 3:11 PM.

Jonathan Kano left the meeting at 3:18 PM.

ADJOURN

- *Kim Dohrer made a motion to adjourn the closed session and board meeting; Chris Finley seconded. Motion passed; the votes were as follows:*

- *Suzy Mortenson – AYE*
- *Chris Finley – AYE*
- *Kim Dohrer – AYE*

Adjourned at 3:40 PM.

**Advantage Arts Academy
Board of Directors
Closed Session Statement**



Date: Monday, May 16, 2022

Anchor Location: 6171 W. 11800 S., Herriman UT, 84096

CLOSED SESSION SWORN STATEMENT:

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

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

Signed on the 16 day of May, 2022.

Jodi Hart Wilson
Board Member


Signature

Director's Report June 20th

Director/Principal Goals for 2022-2023

Academic Goal- Provide the resources and professional development for our teachers and support staff to help our students move from EOY 2022 Reading scores of _____ to EOY 2023 Reading scores of 15% increase across grade levels. This will be measured through Dibbels and iReady.

Staff Retention - The goal is to build a unified community in our building with the staff (the goal is to not lose staff over something I can control). There are circumstances that are out of my control, such as moves, babies, and illness. The plan is to create consistency in our building. This goal will be supported with providing the necessary resources and professional development for our staff.

Building Enrollment - Last year's enrollment ended with 351 students. This next year by Oct. 1st, I would like to build enrollment to 415 students. This will be done through open houses, social media marketing, and community events.

Community Building - Communication with our stakeholders is crucial to the success of our school. The goal is to train our staff to be responsive with the best interest of the students in mind. This goal includes finding more outlets to communicate with our parents, so there is not missed information. The goal also includes better, consistent communication between myself and the board. I will measure this through making sure the board receives the school newsletters, they know about upcoming events, and matters of the school are discussed between myself and the board chair.

Behavior Plan Report

As specified in the Behavior Plan presented in a previous meeting, here is a recap of the events and programs we were able to implement into our school this year. Also, there is an outline of what we want to bring in next year and how we can improve some of the programs that were partially implemented.

Events- Fully Implemented

Red Ribbon Week - A week where we were able to encourage students to stay drug free and bully free. The students had dress up days to celebrate and remind them to develop the behaviors we are encouraging.

Bully and Harassment Prevention- We dedicated a month to highlighting bully and harassment prevention. There were speakers from the community who spoke to the students about strategies they could use when in situations where they confronted a bully or were feeling harassed.

Program- Partially Implemented

Love and Logic- The teachers were introduced to this program at the beginning of the year, but were not given formal training. This next year we want to bring in training for teachers and parents this next school year.

Program- Possible Implementation

Leader In Me- This program gives more of a student character education program at the school. The biggest hurdle is the cost of this program to start.

Counselor- Hired a counselor to help teach and provide training for the students on character education.

Staff Update

Kindergarten

We are switching to having 3 kindergarten classes. 2 all-day kindergarten classes and 1 am/pm class.

2nd and 3rd

We are working to better fit the current enrollment. There will be 2 classes of each until we reach at least 23 in each class.

Counselor

We have hired a part-time counselor to help us implement more character education and support.

Front Office

In order to help the budget, I have switched the full-time office manager position to create two part-time positions. They are currently filled by our current receptionists.

Integration Specialist

We want the charter to be as close to fidelity as possible, so we have dissolved the Art and Music classes and we are having our Integration Specialist work with our classroom teachers to include music and visual art daily in their curriculum.

Donation Overview

A corporate office was moving buildings and has been generous to donate furniture to the school including:

- Tables

- Office Chairs
- Conference Chairs
- White Boards
- File Cabinets
- Cabinets
- Shelves
- Easels
- Paper
- Power Strips
- Freezers
- Fridges

They have allowed us to make another trip to another facility to gather more. The first trip we made was around \$18,000-\$20,000 worth of furniture.

Attendance Policy

Adopted: October 2, 2017

Revised: September 22, 2020

Policy

Advantage Arts Academy (the “School”) is committed to providing a quality education for every student. The School firmly believes that consistent attendance teaches students responsibility. Students learn the value of being punctual and prepared. Frequent absences and tardiness result in a loss of continuity of instruction. Also, frequent absences and tardiness prove disruptive for students, teachers, and staff. Excessive unexcused absences may lead to a student’s permanent dismissal from the School.

Parents are expected to take a proactive role in ensuring their children attend school. We recommend families plan their vacation schedule around the existing School calendar. When possible, medical and dental appointments should take place outside of school hours and parents should notify the School in advance of any absence. Parents and students are responsible for obtaining homework or assignments for the time period which the student is absent.

The School intends for this policy to be consistent with the provisions of Utah’s compulsory education laws, Utah Code Ann. §§ 53G-6-201 through 53G-6-208, as well as Utah Administrative Code Rule R277-607.

The Principal will establish attendance procedures consistent with this policy and applicable law and will ensure that the policy and procedures are distributed to parents.

Review

The School’s Board of Directors shall review this policy annually. The Board shall also annually review attendance data and consider revisions to this policy to encourage student attendance.

Student Conduct and Discipline Policy

Adopted: October 2, 2017

Revised: October 26, 2020

1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

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

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

The School will promote and require:

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

1.2 Beliefs and Expectations

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

Beliefs:

- Punishment alone will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem
- Adults must model the behaviors they expect from the students
- We expect conflicts, but we expect conflicts to be resolved and relationships mended

Expectations:

- Students will show respect for other students
- Students will show respect for adults
- Students will show respect for the building

- Adults will show respect for students
- Students will develop self-discipline

1.3 Procedural Philosophy

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

Procedures:

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

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

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

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

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

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

Due process to protect the rights of students will include:

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they

may request a hearing with the School's Board of Directors (the "**Board**") in accordance with the School's Grievance Policy.

- Parents will be notified when students are involved in situations that are deemed to be serious.
- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

2. ENVIRONMENT

2.1 Safe School Environment

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

2.2 Discrimination Prohibited

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

3. DEFINITIONS

3.1 Suspension

For purposes of this policy, suspension is a temporary removal of a student from School and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the Principal's discretion, have access to homework, tests, and other schoolwork through a home study program but will not be allowed to attend classes or participate in any School activities during the period of suspension.

3.2 Expulsion

For purposes of this policy, expulsion means the formal process of dismissing a student from School. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student where appropriate and feasible. However, the Principal retains the authority to exclude the student from all programs or activities for the period of expulsion.

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

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

3.4 Disruptive Student Behavior

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

3.5 Parent

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

3.6 Qualifying Minor

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

3.7 School Year

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

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

4.1 Suspension

4.1.1 A student may be suspended from School for any of the following reasons:

[a] frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting; gang activity; noncompliance with School dress code; harassment, including sexual, racial, or religious harassment; the use of foul, profane, vulgar or abusive language; or other unreasonable and substantial disruption of a class, activity, or other function of the School;

[b] willful destruction or defacing of School property;

[c] behavior or threatened behavior that poses an immediate and significant threat to the welfare, safety, or morals of other students or School personnel or to the operation of the School;

[d] possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah law;

[e] possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, electronic cigarettes, or tobacco, as defined by Utah Code Ann. § 76-10-101;

[f] possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;

[g] inappropriate use or possession of electronic devices in class or in any other way that substantially disrupts the educational environment;

[h] any criminal activity;

[i] any serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 4.1.2 below, that threatens harm or causes harm to the School or School property, to a person associated with the School, or property associated with any such person, regardless of where it occurs; or

[j] bullying or hazing as defined in Utah Code Ann. § 53G-9-601 and/or the School's Bullying and Hazing Policy.

4.1.2 A student shall be suspended or expelled from School for

[a] any serious violation affecting another student or a staff member, or any serious violation occurring in a School building, in or on School property, or in conjunction with any School-sponsored activity, including:

(i) the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;

(ii) the actual or threatened use of a lookalike weapon with intent to intimidate another person or to disrupt normal School activities; or

(iii) the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah

Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3; or

[b] the commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor.

4.2 Expulsion

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

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

4.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, above, using a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from all School programs and activities for a period of not less than one (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“**CMT**”), which shall be comprised of the Principal, a Board member, and a teacher selected by them, accompanied by a parent or legal guardian; and

[b] The CMT shall determine:

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

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

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

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

4.3.2 Students with Disabilities under IDEA and Section 504

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act (“**IDEA**”) or Section 504 of the Rehabilitation

Act is determined to have carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

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

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

[a] use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in a School building, in a School vehicle, on School property, or in conjunction with any School-sponsored activity;

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

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

4.4.2 Students with Disabilities under Section 504

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

4.4.3 Drug Testing

[a] Any student who is reasonably suspected of violating Section 4.4 may be subject to a drug test for cause, arranged and paid for by the School.

[b] Any student who has been suspended or expelled for a violation of Section 4.4 may be required to provide a clean drug test and evidence of completion of drug assessment and/or drug counseling programs as a condition of readmission to School. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent or guardian.

[c] Students who refuse to submit to required drug testing and counseling programs or to cooperate with School officials with respect to the sharing of appropriate information,

may be expelled from the School.

[d] Any student who is suspended or expelled for violation of Section 4.4 may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.

4.4.4 Students with Disabilities under IDEA

Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

4.5 Gangs

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

4.5.1 Gang Activity and Apparel Prohibited

Students who engage in any form of gang activity on or about School property, or at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following:

[a] Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;

[b] Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, hand shakes, etc.) that demonstrates membership in or a affiliation with a gang;

[c] Soliciting others for membership in a gang;

[d] Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, abusing, or harassing any person;

[e] Possessing a weapon, controlled substances, drug paraphernalia, or other

contraband;

[f] Committing any illegal act; or

[g] Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.

4.5.2 Confiscation of Gang Items

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

4.5.3 Consultation with Law Enforcement Authorities

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

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

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

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

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

4.7 Possession or Use of Electronic Cigarette Products

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

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

4.7.3 The Principal will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Principal may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if

School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

5. AUTHORITY TO SUSPEND OR EXPEL

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

The Principal has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Principal shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources.

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

The Principal has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a pattern resulting in a change of placement. The School need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly suspended.

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

Subject to the requirements for due process set forth in Section 9, below, the Principal may suspend a regular education student for longer than ten (10) days or expel a regular education student.

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

5.3.1 Parental Responsibility

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent or legal guardian is responsible for undertaking an alternative education plan that will ensure that the student's education continues during the period of expulsion. The parent or guardian shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives which will reasonably meet the educational needs of the student. Costs of

educational services which are not provided by the School are the responsibility of the student's parent or guardian.

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

5.3.3 The School shall contact the parent or guardian of each student under age 16 who has been expelled from all School programs and services at least once a month to determine the student's progress if the parent/guardian of the expelled student has expressed a desire for the student to return to the School.

5.4 Authority to Institute Change of Placement for Student with Disabilities

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

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

6.1 Efforts to Resolve Disruptive Student Behavior Problems

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

6.1.2 Procedures for Resolving Problems. The Principal or a teacher or counselor designated by the Principal will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the student’s behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented.

6.2 Notice of Disruptive Student Behavior

6.2.1 Authorization. The Principal is authorized to issue notices of disruptive student behavior to students who are qualifying minors.

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

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

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

6.2.3 Contents of Notice. The notice of disruptive student behavior will:

[a] require the qualifying minor and a parent of the qualifying minor to whom the notice is issued to (i) meet with School authorities to discuss the qualifying minor's disruptive student behavior; and (ii) cooperate with the Principal and the Board in correcting the student's disruptive student behavior; and

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

minor.

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

6.3 Habitual Disruptive Student Behavior Notice

6.3.1 Criteria for Issuing Notice. The Principal may issue a "habitual disruptive student behavior notice" to a qualifying minor who:

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

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

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

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

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

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

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

[c] "Youth court" means the same as that term is defined in § 78A-6-1203, including that it is a diversion program that provides an alternative disposition for cases involving juvenile offenders in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

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

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

[a] if the alleged offense is a class C misdemeanor, an infraction, a status offense on School property, or truancy, the minor may not be referred to law enforcement or court but may be referred to alternative school-related interventions, including:

(i) a mobile crisis outreach team, as defined in § 78A-6-105;

(ii) a receiving center operated by the Division of Juvenile Justice Services in accordance with § 62A-7-104;

(iii) a youth court or comparable restorative justice program; or

(iv) other evidence-based interventions created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v).

[b] if the alleged offense is a class B misdemeanor or a nonperson class A misdemeanor, the minor may be referred directly to the juvenile court by the Principal or the Principal's designee, or the minor may be referred to the alternative interventions described above. However, documentation of an alleged class B misdemeanor or a nonperson class A misdemeanor must be provided prior to referring the minor to the juvenile court.

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

A continuum of intervention strategies shall be available to help students whose behavior in School repeatedly falls short of reasonable expectations. Prior to suspending a student for more than ten (10) days or expelling a student for repeated acts of willful disobedience, defiance of authority, or disruptive behavior which are not so extreme or violent that immediate removal is warranted, good faith efforts shall be made to implement a remedial discipline plan to allow the student to remain in the School.

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

7.1.1 Talking with the student;

7.1.2 Class schedule adjustment;

7.1.3 Phone contact with the parent or legal guardian;

7.1.4 Informal parent/student conferences;

7.1.5 Behavioral contracts;

7.1.6 After-school make-up time;

7.1.7 Short-term in-school suspension (ISS);

7.1.8 Short-term at-home suspensions;

7.1.9 Appropriate evaluation;

7.1.10 Home study;

7.1.11 Alternative programs; or

7.1.12 Law enforcement assistance as appropriate.

7.2 Parental Attendance with Student – Utah Code Ann. § 53G-8-207(1)-(2).

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

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

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

8.1 The Principal shall notify the student's custodial parent or guardian of the following without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent or guardian to meet with the Principal to review the suspension.

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

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

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

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

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

8.5 If the student denies the charges, the student shall be provided with an explanation of the evidence and an opportunity to present his/her version of the incident to the Principal.

8.6 In general, the notice and informal conference shall precede the student's removal from the School.

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

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

9.1 If the Principal believes that a student should be suspended for more than ten (10) days or expelled, the Principal may make the initial decision and shall meet with the student's parent or guardian to discuss the charges against the student and the proposed discipline within five (5) school days after the suspension or expulsion began. If requested in writing, the Principal shall also notify the non-custodial parent of the suspension or expulsion as outlined in Section 8.2 of this policy.

9.2 Notice to Student and Parent/Guardian

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

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

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

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

9.2.4 a statement that, if a due process hearing is requested, the Board, even though less than a quorum, will conduct the hearing;

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

9.2.6 the mailing date of the notice; and

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

9.3 Hearing Procedures

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

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

9.3.2 A written Hearing Notice shall be sent to the parent or guardian informing the parent or guardian that the Due Process Hearing will be conducted before the Board and of the following information:

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

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

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

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

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

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

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

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

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

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

9.3.4 Hearing Rules

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

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

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

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

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

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

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

10.1 Required Services

10.1.1 504 and ADA Students

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

10.1.2 IDEA

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

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

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

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

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

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

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

10.3 Change of Placement Due to Student's Serious Misconduct

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

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

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

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

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

10.4 Parental Notice

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

10.5 IEP Meetings for Manifestation Determination

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

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

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

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

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

(ii) Observations of the student; and

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

[b] Then determines whether:

(i) The conduct in question was caused by or had a direct and substantial

relationship to the child's disability; or

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

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

10.5.5 Determination that Behavior was not Manifestation of Disability

If the result of the manifestation review is a determination that the behavior of a student with a disability was not a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities, except that a free appropriate public education must still be made available to the student if the student is suspended or expelled from School.

10.5.6 Determination that Behavior was Manifestation of Disability

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

10.6 IEP Meetings for Functional Behavioral Assessments

10.6.1 Post-Discipline Functional Behavioral Assessments

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

10.6.2 Pre-Discipline Behavioral Intervention Plans

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

10.7 Placement During Appeals and Stay Put

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

10.7.2 If a student is placed in an interim alternative educational setting and School personnel propose to change the student's placement after expiration of the interim

alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the student must remain in the current placement (the student's placement prior to the interim alternative education setting), unless School officials succeed in getting an order through an expedited hearing as described in Section 10.3.

11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN

11.1 Elements of Plan

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

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

11.1.2 effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social skills;

11.1.3 systematic methods for reinforcement of expected behaviors;

11.1.4 uniform and equitable methods for correction of student behavior;

11.1.5 uniform and equitable methods for at least annual data-based evaluations of efficiency and effectiveness;

11.1.6 an ongoing staff development program related to development of:

[a] student behavior expectations;

[b] effective instructional practices for teaching and reinforcing behavior expectations;

[c] effective intervention strategies; and

[d] effective strategies for evaluation of the efficiency and effectiveness of interventions;

11.1.7 procedures for ongoing training of appropriate School personnel in:

[a] crisis intervention training;

[b] emergency safety intervention professional development; and

[c] School policies related to emergency safety interventions consistent with evidence-based practice;

11.1.8 policies and procedures relating to the use and abuse of alcohol and controlled substances by students;

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

[a] bullying;

[b] cyber-bullying;

[c] hazing;

[d] retaliation; and

[e] abusive conduct;

11.1.10 direction for dealing with bullying and disruptive students;

11.1.11 direction regarding the range of behaviors and the continuum of administrative procedures that may be used by school personnel to address student behavior, including students who engage in disruptive student behaviors as described in § 53G-8-210;

11.1.12 strategies to provide for necessary adult supervision;

11.1.13 notice to employees that violation of this rule may result in employee discipline or action;

11.1.14 gang prevention and intervention provisions in accordance with § 53E-3-509(1); and

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

[a] the role of law enforcement; and

[b] emergency medical services; and

[c] a provision for publication of notice to parents and school employees of policies by reasonable means;

11.1.16 procedures for responding to reports received through the School Safety and Crisis Line under § 53E-10-502(3).

11.2 Plan Consistent with this Policy

The administrative Student Conduct and Discipline Plan shall be consistent with this policy, including without limitation the provisions in Section 6 regarding notices of disruptive student behavior and the emergency safety intervention policies and procedures set forth in Section 18.

12. EXTRACURRICULAR ACTIVITIES

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

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

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

A student may be denied admission to the School if he or she was expelled from the School or any other school during the preceding 12 months.

14. INVESTIGATIONS

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

14.1 General Investigation Guidelines for Principal

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

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

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

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

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

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

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

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

14.1.8 When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must be given proper notice of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.

14.2 Coordination with Law Enforcement

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

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

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

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

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

14.2.2 Investigation of Criminal Conduct

During an investigation for violation of School rules, it may become evident that the

incident under investigation may also be a violation of criminal law. If the School official has reason to suspect that a criminal act has been committed and, in the opinion of the Principal, law enforcement should be notified, the following procedure should be followed:

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

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

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

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

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

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

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

14.2.3 Investigation Initiated by Law Enforcement Authorities

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

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

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

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

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

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

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

(v) Directory information is limited to a student's name, home address, date of birth, phone number, class schedules and parents' address and phone numbers for use in case of emergency.

14.2.4 Release of Student to Law Enforcement Official

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

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

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

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

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

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

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

If the officers decline to tell the Principal, the School staff members present shall immediately notify the Principal.

14.2.5 Quelling Disturbances of School Environment

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

15. INVESTIGATION OF CHILD ABUSE AND NEGLECT

Utah law requires that whenever any person, including any School employee, has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in such, he/she shall immediately notify the nearest peace officer, law enforcement agency, or office of the Division of Child and Family Services.

15.1 The School shall distribute annually to all School employees copies of the School's procedures for reporting suspected child abuse or neglect.

15.2 If there is reason to believe that a child may have been subjected to abuse or neglect, an oral report shall be made immediately by the School employee reporting the abuse/neglect with a written report to follow within twenty-four (24) hours.

15.2.1 When making the oral report, always have the person you notify identify himself/herself. The notified person's name shall be entered on the written report.

15.2.2 A copy of the written report shall be put in a child abuse-neglect file to be maintained by the Principal, for all reported cases of suspected child abuse or neglect.

15.2.3 The child abuse-neglect reporting form shall not be placed in the student's personal file.

15.3 It is not the responsibility of the Principal or other School employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection.

15.3.1 Investigation by staff prior to submitting a report shall not go beyond that necessary to support a reasonable belief that a reportable problem exists.

15.3.2 To determine whether or not there is reason to believe that abuse or neglect has

occurred, professional School employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.

15.3.3 Interviews with the child or suspected abuser shall not be conducted by the Principal or School employees.

15.3.4 Notes of voluntary or spontaneous statements by the child shall be made and given to the investigating agency.

15.3.5 The Principal, School employees, Division of Child and Family Services and law enforcement personnel are required to preserve the anonymity of those making the initial report and any others involved in the subsequent investigation.

15.3.6 Investigations are the responsibility of the Division of Child and Family Services.

[a] The Principal or other School employees shall not contact the parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.

[b] School officials shall cooperate with social service and law enforcement agency employees authorized to investigate reports of alleged child abuse and neglect, assisting as asked as members of interdisciplinary child protection teams in providing protective diagnostic, assessment, treatment, and coordination services.

15.3.7 Persons making reports or participating in good faith in an investigation of alleged child abuse or neglect are immune, in accordance with state law, from any civil or criminal liability that otherwise might arise from those actions.

16. SEARCHES OF PERSON OR PROPERTY

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

16.1 General Guidelines for Searches of Person or Property

16.1.1 Student Lockers

Students have no right or expectation of privacy in school lockers. While lockers are under the joint control of students and the School, lockers are solely School property and may be searched at any time by School officials with or without cause. Once a locker is opened for search, any search of student belongings contained within the locker must comply with the guidelines for searches of personal belongings in Section 16.2 of this policy.

16.1.2 Searches of Students and Student Property

Searches of a student's person, personal property (coats, hats, backpacks, bookbags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a reasonable suspicion that a particular School rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction.

Circumstances warranting a search include those in which School officials have a reasonable suspicion that the student or student property is concealing items including but not limited to weapons, drugs, alcohol, tobacco, unsafe contraband, pornography, pagers or lost/stolen/misplaced items.

16.2 Searches of Personal Belongings

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

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

16.3 Searches of Person

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

[a] The search shall be conducted in a private area of the School by a School official of the same sex as the student being searched;

[b] The search shall be observed by an objective third party of the same sex as the student being searched (i.e., Principal, teacher, police officer);

[c] School officials may ask the student to remove his/her hat, coat, shoes and socks, turn pockets inside out, and roll up sleeves to see if the student is hiding contraband;

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

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or

underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

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

16.4 Documentation of Searches

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

16.4.1 The time, place and date of the search;

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

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

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

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

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

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

17.1 Board and Principal Notification by Juvenile Court and Law Enforcement Agencies.

17.1.1 Within three (3) days of being notified by the juvenile court that a juvenile has been adjudicated or of being notified by a law enforcement agency that a juvenile has been taken into custody or detention for a violent felony, defined in Utah Code Ann. § 76-3-203.5, or an offense in violation of Title 76, Chapter 10, Part 5 Weapons, the President of the Board shall notify the Principal.

17.1.2 Upon receipt of the information, the Principal shall make a notation in a secure file other than the student's permanent file; and, if the student is still enrolled in the School, the Principal shall notify staff members who should know of the adjudication, arrest or detention.

17.1.3 Staff members receiving information about a juvenile's adjudication, arrest or

detention may only disclose the information to other persons having both a right and a current need to know.

17.2 Student Discipline Records/Education Records

School officials may include appropriate information in the education record of any student concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community.

17.2.1 Disclosure of Discipline Records to Other Educators

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

17.2.2 Disclosure of Discipline Records to Other Agencies

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

18. EMERGENCY SAFETY INTERVENTIONS

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

18.1 Definitions

18.1.1 An “ESI” is the use of seclusionary time out or physical restraint when a student presents an immediate/imminent danger of physical violence/aggression towards self or others likely to cause serious physical harm. An ESI is not for disciplinary purposes.

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

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

18.1.4 “Seclusionary time out” means that a student is placed in a safe enclosed area, isolated from adults and peers, and the student is, or reasonably believes, he or she will be prevented from leaving the area. The safe enclosed area must meet the fire and public safety requirements described in R392-200 and R710-4.

18.2 General Procedures

18.2.1 Teachers and other personnel who may work directly with students shall be trained on the use of effective alternatives to ESI as well as the safe use of ESI and a release criteria.

18.2.2 An ESI shall:

[a] be applied for the minimum time necessary to ensure safety;

[b] implement an appropriate release criteria;

[c] be discontinued as soon as imminent danger of physical harm to self or others has dissipated;

[d] be discontinued if the student is in severe distress;

[e] never be used as punishment or discipline;

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

[g] in no instance be imposed for more than 30 minutes.

18.3 Students with Disabilities Receiving Special Education Services

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

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

18.4 Physical Restraint

18.4.1 A School employee may, in accordance with Section 18.2.2 and when acting within the scope of employment, use and apply physical restraint as an ESI in self defense or as may be reasonable and necessary under the following circumstances:

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

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

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

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

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

[a] prone, or face-down;

[b] supine, or face-up;

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

[d] mechanical restraint, except for seatbelts or safety equipment used to secure students during transportation, other appropriate protective or stabilizing restraints, and devices used by a law enforcement officer in carrying out law enforcement duties; or

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

18.4.3 Nothing in this Section prohibits a School employee from using less intrusive means, including a physical escort, to address circumstances described in Section 18.4.1.

18.5 Seclusionary Time Out

A School employee may, in accordance with Section 18.2.2 and when acting within the scope of employment, place a student in seclusionary time out as an ESI under the following circumstances:

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

18.5.2 any door remains unlocked; and

18.5.3 the student is within line sight of the employee at all times.

18.6 Notification

18.6.1 If an ESI is used, the School or employee shall immediately notify the student's parent/guardian and School administration.

18.6.2 In addition to providing the notice described in Section 18.6.1, if the ESI is applied for longer than fifteen minutes, the School shall immediately notify the student's parent/guardian and School administration.

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

18.6.4 Within 24 hours of using ESI, the School shall notify the parent/guardian that they may request a copy of any notes or additional documentation taken during the crisis situation.

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

18.6.6 A parent/guardian may request a time to meet with School staff and administration to discuss the crisis situation.

18.7 Emergency Safety Intervention (ESI) Committee

18.7.1 The School shall establish an ESI committee that includes:

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

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

[c] at least two certified educational professionals with behavior training and knowledge in both state rules and the School's conduct and discipline policies.

18.7.2 The ESI committee shall:

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

[b] determine and recommend professional development needs;

[c] develop policies for dispute resolution processes to address concerns regarding disciplinary actions; and

[d] create and communicate methods for evaluation of the efficiency and effectiveness of the Schools' rules and standards.

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

18.7.4 The School shall annually provide documentation of any School use of ESI to the State Superintendent of Schools.

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

18.8 Corporal Punishment

School employees may not inflict or cause the infliction of corporal punishment upon a student. School personnel who inflict corporal punishment on a student will be subject to discipline up to and including termination.

19. TRAINING

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

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

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

20. POLICY AND PLAN DISSEMINATION AND REVIEW

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

20.2 A summary of this policy and the Student Conduct and Discipline Plan shall be posted in the School, and the policy and plan will be posted on the School's website. The policy or a summary of the policy and the plan or summary of the plan shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.

20.3 This policy and the plan shall be reviewed as necessary with appropriate revisions recommended to the Board.

Donations and Fundraising Policy

Adopted: October 2, 2017

Revised: _____

Policy

Although Advantage Arts Academy (the “School”) does not typically engage directly in fundraising, it may do so on certain occasions in order to help advance the School’s mission. The School encourages the contributions of gracious donors who have the resources and the inclination to make donations for the benefit of the School and its students. This policy establishes guidelines and standards for the School’s acceptance of donations and gifts as well as for when the School engages in or sponsors fundraising activities.

Donations and Gifts

The School may not transfer or expend donated property in a manner contrary to donor restrictions imposed as a condition of making the donation. The Principal is also responsible for ensuring that donor restrictions of accepted donations are complied with and that compliance can be verified. The Principal will ensure that charitable donation receipts are provided to donors as necessary.

The Principal must approve voluntary donations from private individual or organization in excess of \$1,000 and any donation involving donor restrictions prior to accepting the donation. The Board of Directors must approve any voluntary donations from private individual or organization in excess of \$10,000. The School may not accept donations with the condition that the donation provide direct benefit to specific School employees, students, vendors, or service providers, or that the School purchase a specific brand of goods with the donated funds.

If advertising or other services are offered to a donor in exchange for a donation or gift, the School will objectively value the donation or gift in order to ensure the School receives at least fair value.

The Principal must ensure that any applicable fiscal policies of the School are complied with in connection with donations. The School will comply with other applicable laws and regulations, including but not limited to procurement requirements, rules related to construction of improvements, IRS regulations, and Title IX requirements.

Fundraising

Fundraising is defined as an organized effort to solicit individuals, businesses or foundations for money or in-kind gifts to be given directly to the School.

For the purposes of this policy, “school sponsored” means activities that are expressly authorized by the School’s Principal or Board of Directors that support the School or authorized curricular clubs, activities, sports, classes, or programs that are themselves school sponsored. School-sponsored activities must be managed or supervised by School employees. Activities sponsored by the School’s parent organization are not school-sponsored activities, but the parent organization may be involved in and provided assistance in connection with school-sponsored activities.

The following guidelines must be followed in connection with School fundraising:

1. The fundraising activity must be undertaken with the intent of obtaining a benefit consistent with the School’s mission.
2. The fundraising activity must not violate the School’s charter, Board policies, or applicable law.
3. Proposals for fundraising activities must be submitted to the School’s Principal for approval.
4. The Principal may restrict the time, place, and manner of any approved fundraising activity.
5. Fundraising activities should be planned and scheduled in a manner that does not create conflict, confusion, or excessive fundraising pressures on students, families or potential donors.
6. Fundraising activities that may expose the School to risk of financial loss or liability if the activity is not successful should not be approved.
7. The participation of School employees, students and parents in any fundraising activity must be voluntary. However, School employees may be assigned to supervise students in connection with School-sponsored fundraising activities in connection with their employment. Such employees may be compensated for such work as appropriate as determined by the Principal.
8. Students may not be required to participate in a fundraising activity as a condition for belonging to a team, club or group, and a student’s fundraising efforts may not affect his or her participation time or standing in any team, club or group.
9. Competitive enticements for student participation in fundraising efforts are generally discouraged, and any such rewards or prizes must be approved by the Principal.
10. The Principal will ensure that the School’s Fee Waiver Policy is complied with in connection with all School-sponsored fundraising activities that involve fees. Any fee waivers must be granted in accordance with the Fee Waiver Policy.

11. All funds raised through school-sponsored fundraising activities are considered public funds and will be handled accordingly. The Principal will ensure that all other applicable fiscal policies are complied with in connection with fundraising activities.
12. Any fundraising activities that are related to the School but not school sponsored, such as fundraising activities of the parent organization, should clearly inform School patrons that the activity is not school sponsored. School employees may participate in such activities as volunteers but must not represent that they are acting as employees or representatives of the School.
13. The Principal will ensure that charitable donation receipts are provided as necessary.
14. The School's employer identification number and sales tax exemption number may only be used by School personnel in connection with school-sponsored activities. No other entity, including the School's parent organization, may use these numbers.
15. Any School employee involved in managing or overseeing non-School-sponsored fundraising must disclose to the Principal any financial or controlling interest in or access to bank accounts of the fundraising organization or company.
16. The School may cooperate with outside entities such as the parent organization in connection with non-school-sponsored fundraising activities. The School may allow these groups to use School facilities at little or no charge. At the Principal's discretion, the School may provide some level of support or pay for portions of these activities. The details of the arrangements for non-school-sponsored fundraising activities shall be understood and agreed to by the Principal and the representatives of the outside entity. This must take into consideration the School's fiduciary responsibility for the management and use of public funds and assets.
17. The School is committed to principles of gender equity and compliance with Title IX guidance. The School commits to use all facilities, unrestricted gifts and other available funds in harmony with these principles. The School reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in gender inequity or a violation of Title IX. Fundraising opportunities should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.

The Principal will ensure that School employees receive appropriate training in connection with these policies. Training shall be provided at least annually to employees whose job duties are affected by the School's fiscal policies.

The Board will review this policy periodically and as necessary to ensure that adequate controls are in place.

Advantage Arts Academy Positive Behavior Plan Report

Positive Behavior Specialist: Jonathan Kano

Date discussed with SIC:

Date discussed with SCC:

Date report was completed:

Name of Program:	Level of Implementation:	What We Did This Year:	What We Still Need To Do:	How does the program address the use of tobacco, alcohol, e-cigarette products, and/or other controlled substances?
1.Red Ribbon Week	Fully implemented	Week of drug prevention implementations and dress up days to bring drug awareness	Build the activities a little more for next year.	Stay Drug Free theme. This could be more detailed but it was the first year.
2.Bullying and Harassment Prevention	Fully implemented	Assemblies with outside influences in the community talking about being kind to others. Yellow bracelets to each student as a reminder. Anti-bullying campaign	Nothing	
4. Love and Logic	Partially implemented	Had discussion about the concept and worked through scenarios	Training needed	
7.Leader In Me	Planning stage			Teaching positive character education.

Please note: While the language in these programs does not always explicitly discuss substance use with students, the research suggests that the skills taught in these programs for the elementary level support prevention effectiveness in preventing student use of substances (Moon & Rao, 2011).

Advantage Arts Academy

Statement of Activities

Created on June 11, 2022

For Prior Month

Reporting Book:

ACCRUAL

As of Date:

06/11/2022

Location:

Advantage Arts Academy

	Annual June 30, 2022	Year-to-Date May 31, 2022	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	15,000	24,589	163.9 %
Revenue From State Sources	2,972,279	2,526,953	85.0 %
Revenue From Federal Sources	291,238	369,750	127.0 %
Total Income	3,278,517	2,921,292	89.1 %
Expenses			
Instruction/Salaries	1,159,398	999,171	86.2 %
Employee Benefits	304,930	240,179	78.8 %
Purchased Prof & Tech Serv	216,000	268,279	124.2 %
Purchased Property Services	1,113,210	604,079	54.3 %
Other Purchased Services	171,700	177,395	103.3 %
Supplies & Materials	145,299	81,235	55.9 %
Property	8,000	16,763	209.5 %
Debt Services & Miscellaneous	121,200	420,359	346.8 %
Total Expenses	3,239,737	2,807,460	86.7 %
Total Net Income	38,780	113,832	293.5 %

**Advantage Arts Academy
Statement of Financial Position
Created on June 11, 2022
For Prior Month**

Reporting Book:
As of Date:
Location:

ACCRUAL
06/11/2022
Advantage Arts Academy

	Period Ending 05/31/2022	Period Ending 05/31/2021
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	359,036	440,486
Accounts Receivables	705	1,181
Total Current Assets	<u>359,741</u>	<u>441,667</u>
Net Assets		
Fixed Assets	13,259,844	20,248
Depreciation	(299,460)	(343)
Total Net Assets	<u>12,960,384</u>	<u>19,905</u>
Total Assets & Other Debits	<u>13,320,125</u>	<u>461,572</u>
Liabilities & Fund Equity		
Current Liabilities	<u>260,353</u>	<u>153,504</u>
Long-Term Liabilities	<u>13,141,588</u>	<u>0</u>
Fund Balance	(195,648)	(140,185)
Net Income	113,832	448,253
Total Liabilities & Fund Equity	<u>13,320,125</u>	<u>461,572</u>



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function? N/A, less than 10,000 students	N/A	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Advantage Arts Academy

*Completed for Fiscal Year Ending: 2022 *Completion Date: _____

*CAO Name: Jonathan Kano *CFO Name: Chris Finley

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				X
4. Are all the people who have access to blank checks different from those who are authorized signers?		X	X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.



Board Member Annual Commitment to Ethical Behavior

I understand that as a board member of Advantage Arts Academy, I should always engage in ethical behavior. I have read the school's Ethics Policy and am committed to abiding by the policy, conducting myself consistent with high standards of ethics, and complying with applicable law.

Signature _____
Jodi Hart Wilson

Date

Signature _____
Suzy Mortenson

Date

Signature _____
Chris Finley

Date

Signature _____
Doug James

Date

Signature _____
Kim Dohrer

Date

Ethics Policy

Adopted: October 2, 2017

Revised: _____

Purpose

Advantage Arts Academy (the “School”) adopts this policy to ensure that individuals associated with the School, including Board Members and employees, conduct themselves consistent with high standards of ethics and with applicable law.

Policy

Any allegation of a violation of this policy should be reported to the School’s Board of Directors in accordance with the School’s Staff Grievance Policy or Parent Grievance Policy, as applicable. The Board will ensure that all allegations of ethics violations are promptly investigated and that appropriate action is taken based on the results of the investigation.

No Board Member or School employee may violate Utah Code 76-8-105, which precludes the solicitation or receipt of a bribe.

No Board Member or School employee may violate the Utah Public Officers’ and Employees’ Ethics Act (Utah Code 67-16-1, et seq.), which, among other requirements, precludes Board Members and School employees from:

(a) accepting employment or engaging in any business or professional activity that he/she might reasonably expect would require or induce him/her to improperly disclose controlled information that he/she has gained by reason of his/her official position;

(b) disclosing or improperly using controlled, private, or protected information acquired by reason of his/her official position or in the course of official duties in order to further substantially his/her personal economic interest or to secure special privileges or exemptions for himself/herself or others;

(c) using or attempting to use his/her official position to:

- (i) further substantially his/her personal economic interest; or
- (ii) secure special privileges or exemptions for himself/herself or others;

(d) accepting other employment that he/she might expect would impair his/her independence of judgment in the performance of his/her public duties;

(e) accepting other employment that he/she might expect would interfere with the ethical performance of his/her public duties; or

(f) except as otherwise allowed in the law, knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for himself/herself or another a gift of substantial value or a substantial economic benefit tantamount to a gift:

(i) that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties;

(ii) that he/she knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding him/her for official action taken; or

(iii) if he/she recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Utah Code 67-16-6.

Licensed educators of the School must comply with Utah Educator Standards contained at R277-515-3 pertaining to the ethical conduct required of all licensed educators in the state of Utah.

Advantage Arts Academy

Budgets for Approval June 20, 2022

	Year Ending June 30, 2022	Year Ending June 30, 2022	Year Ending June 30, 2023	Year To Date 06/30/2022
	CY Approved	CY Pending	2023 Prelim	CY Actuals YTD
Net Income				
Income				
Revenue From Local Sources	15,000	22,594.00	55,000.00	22,595
Revenue From State Sources	2,972,279	2,752,272.00	2,997,447.09	2,526,953
Revenue From Federal Sources	291,238	510,642.58	250,734.00	369,750
Total Income	3,278,517	3,285,508.58	3,303,181.09	2,919,298
Expenses				
Instruction/Salaries	1,159,398	1,238,549.00	1,236,013.20	999,170
Employee Benefits	304,930	290,925.00	313,432.39	240,179
Purchased Prof & Tech Serv	216,000	293,174.18	273,973.95	268,279
Purchased Property Services	1,113,210	614,543.71	640,717.63	604,079
Other Purchased Services	171,700	193,521.82	186,127.62	177,395
Supplies & Materials	145,299	93,891.56	100,000.00	80,240
Property	8,000	16,763.00	15,000.00	16,763
Debt Services & Miscellaneous	121,200	513,135.00	485,665.26	420,359
Total Expenses	3,239,737	3,254,503.27	3,250,930.05	2,806,464
Total Net Income	38,780	31,005.31	49,291.04	112,834



May 3, 2022

Board of Directors
Advantage Arts Academy
6171 11800 S
Herriman, UT 84096

The following represents our understanding of the services we will provide to Advantage Arts Academy (the School).

You have requested that we audit the governmental activities and each major fund of the School, as of June 30, 2022, and for the year then ended, and the related notes, which collectively comprise the School's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit 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 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.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) 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 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 (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

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

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, 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 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 internal control relevant to the audit 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 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 School's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards* and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the School's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

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 basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance 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; and

- c. 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 basic financial statements 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 from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- e. 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 basic financial statements as a whole; and
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

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.

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.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare federal and state income tax returns, as requested.
- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of the School. The School's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The School's management is responsible 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) establishing and maintaining internal controls, including monitoring ongoing activities.

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. Our firm will advise the School with regard to tax positions taken in the preparation of the tax return, but the School must make all decisions with regard to those matters.

Reporting

We will issue a written report upon completion of our audit of the School's basic financial statements. Our report will be addressed to the governing body of the School. 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 opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this 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.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Ken Jeppesen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately July 25, 2022.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fees for the financial statement audit and state compliance procedures will be \$12,250. If a Single Audit is required, or Information Return Form 990 is requested to be completed, these fees will be billed separately. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the School's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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 a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services.

You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit and tax return preparation procedures are completed and a report issued and tax returns delivered, you will be billed for services to the date of termination. All bills are payable upon receipt. 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. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

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.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to board of directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Salt Lake City, Utah. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements and tax return that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit and tax return preparation. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Utah law. Any unresolved Dispute shall be submitted to a federal or state court located in Salt Lake City, Utah.

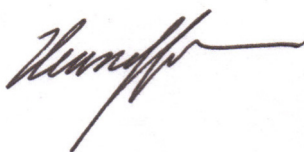
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Kenneth D. Jeppesen
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the School by:

Name: _____

Title: _____

Date: _____

AAA Board of Directors

Terms. Board members shall serve three (3) year terms. However, in order to ensure that the terms of Board members are staggered to provide continuity in the Board, the terms for the initial Board of Directors shall be as follows: the Board member initially elected to serve as Board President shall serve a five (5) year term; the Board member initially elected to serve as Board Vice President shall serve a four (4) year term; the Board members initially elected to serve as Secretary and Financial Coordinator shall serve three (3) year terms; and Board members not initially elected to Board officer positions shall serve two (2) year terms. Board members are eligible for re-election.

Name	Elected Office	Term Start	Term Renewal	Term Renewal	Term End
Suzy Mortenson	Member	10/1/18	6/28/21		6/30/24
Jodi Hart Wilson	President	9/26/16	6/1/20		6/30/23
Christopher Finley	Financial Coordinator	9/26/16	6/3/19		6/30/22
Kim Dohrer	Secretary	9/26/16	6/3/19		6/30/22
Doug James	Vice President	9/26/16	6/4/18	6/28/21	6/30/24

Charter School Board Building Officer: Doug James
Budget Officer: Financial Coordinator
Audit & Finance Committee: Board Chair & Financial Coordinator
Hiring & Director Evaluation Committee: Kim Dohrer, Suzy Mortenson

Crystal Starling Thomas

Profile Summary

Dedicated child advocate with a solid focus on the individual needs of students who are Deaf and hard of hearing. Friendly individual with a passion for education and implementing evidenced based teaching.

Knowledge and Skills

- Assessment
 - IEP development
 - Instructional Planning
 - Language Development
 - Speech Development
 - Listening Development
-

Professional Experience

ASCENT ACADEMIES OF UTAH

Principal 7/21 to present

- Hire and organize orientation for new teachers.
- Observed and evaluated teachers and assistants in the classroom environment.
- Met with parents to discuss students' academic and behavior progress.
- Oversees implementation of approved curriculum and provides resources for necessary teacher and staff training.
- Develop and maintain the annual school budget.
- Develop and implement teacher professional development

Vice Principal 7/18 to 7/2-2021

- Monitored and evaluated educational programs to maintain high-quality performance objectives and standards.
- Lead the school's Multi-Tiered Systems of Support (MTSS) team.
- Assisted the school principal in all areas of school management, administration, and daily activities.

UTAH STATE OFFICE OF EDUCATION

Education Specialist 10/14 to 6/2018

- Coordination and facilitation of professional development and follow up activities leading to improved outcomes for students with disabilities.
- Guide policy, procedure, and practice across the state in special education.
- Facilitate statewide access to Utah School for the Deaf and Blind services and interpreter training
- Ensure statewide access to and efficient and effective use of the Utah State Instructional Materials Access Center.
- Ensure statewide knowledge and access to assistive technology.
- Provide support and technical assistance to Related Service Providers across the state.

GRANITE SCHOOL DISTRICT

Hearing Specialist (k-post high) 8/11 to 10/14

- Test and determine need for special education services and the best service pattern.
- Provides academic and audiological support for students who are Deaf/hard of hearing
- Teaches awareness and accommodations for mainstream hearing impaired students.

UTAH SCHOOL FOR THE DEAF AND BLIND Salt Lake City, UT

Student Teacher (K), 1/11 to 6/11

- Assumed full responsibility for students with hearing impairment needing differentiated instruction from the rest of the kindergarten students.

Teaching Intern (K & 4th), 10/09 to 1/11

- Supported teacher in creation of learning aids.
- Assumed full responsibility for teaching fourth grade students math and spelling.
- Participated in kindergarten reading intervention developing early literacy skills.

Job Coach (9th-post high), 8/07 to 10/09

- Successfully placed multiple students with jobs and in career training programs with working as a job coach.
- Spearheaded post-high school transition program for Deaf and Hard of Hearing students age 18-22, Fast Track for Life. Giving students an opportunity to explore job options and independent living.
- Organized a summer program, Deaf Activities Days (DADs) for students who were Deaf and Hard of Hearing, summer of 2008.

Education & Credentials

Western Governors University – Salt Lake City, Utah

M.Ed. English Language Learners, 2014

Wilson Language System

Level 1 Certification, 2015

University of Utah –Salt Lake City, Utah

BS in Special Education: Hearing Impairment, 2011

Awards & Accomplishments

- Graduating on Dean's List
- Awarded 'Outstanding Senior' for the College of Education
- Awarded Eccles Scholarship
- Student Advisory Counsel for College of Education

Committees

- Utah School for the Deaf and Blind Advisory Council
- Utah Multi-University Consortium
- Deafblind Advisory Council
- Center for Technical Assistance for Excellence in Special Education Advisory Board
- Braille Literacy Advisory Committee
- Utah Assistive Technology Advisory Leadership Council
- Utah Interpreter Program Board
- Training and Assessment System for k-12 Educational Interpreters Board
- Program Improvement Plan (PIP) Review Committee
- Kindergarten Entry and Exit Performance (KEEP) Development Committee

References

References available upon request

Teacher and Student Success Plan

School Year: 2022 – 2023

School: Advantage Arts Academy

Date Board Student Success Framework Approved: 6-1-2020

Date Teacher and Student Success Plan Approved: 6-20-2022

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create 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 may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be 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.

Goals based on School Needs

1. Students at AAA in grades K-6 will increase in reading proficiency by 5 percentage points as measured by the Acadience Reading test from BOY to EOY.

Measurement

1. Goal 1 as measured by end of year Acadience Reading test.

Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities to implement data-based decision making.
- Teachers will use data to create instructional opportunities for students.
- Teachers will be monitored and observed to ensure that instruction supports achievement of goals.

Budget

40% of the TSSA fund will be used for competitive teacher salaries.

60% of the TSSA funds will be used for augmentation of existing programs.

Electronic Resources Policy

Adopted: October 2, 2017

Revised: November 4, 2019

Renewed: June 1, 2020

Purpose

Advantage Arts Academy (the "School") recognizes the value of computer and other electronic resources to facilitate student learning and help the School's employees accomplish the School's mission. The School has therefore made substantial investments to establish a network and provide various electronic resources for its students' and employees' use. Because of the potential harm to students and the School from misuse of these resources, the School requires the safe and responsible use of computers; computer networks, including e-mail and the Internet; and other electronic resources. This policy is intended to ensure such safe and responsible use and to comply with Utah Administrative Rule R277-495, the Children's Internet Protection Act, and other applicable laws.

Electronic Devices

The School recognizes that various forms of electronic devices are widely used by both students and employees and are important tools in today's society. The School seeks to ensure that the use of electronic devices, both privately-owned devices and devices owned by the School, does not cause harm or otherwise interfere with the learning, safety, or security of students or employees. The Principal shall therefore establish reasonable rules and procedures regarding the use of electronic devices at School and School-sponsored activities in compliance with applicable laws.

Internet Safety

It is the School's policy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (section 254(h) of title 47, United States Code). The Principal shall establish procedures to accomplish these objectives and ensure compliance with applicable laws.

Student Acceptable Use of School Electronic Resources

The School makes various electronic resources available to students. These resources include computers and other electronic devices and related software and hardware as well as the School's network and access to the Internet. The School's goal in providing such electronic resources to students is to enhance the educational experience and promote the accomplishment of the School's mission.

Electronic resources can provide access to a multitude of information and allow communication with people all over the world. Along with this access comes the availability of materials that may be considered inappropriate, unacceptable, of no educational value, or even illegal.

The Principal shall ensure that rules and procedures regarding students' use of the School's electronic resources are established and clearly communicated to students and their parents/guardians. The Principal will ensure that safeguards are in place to restrict access to inappropriate materials and that the use of the Internet and other electronic resources is monitored. The Principal shall ensure that students receive appropriate training regarding these rules and procedures.

Staff Acceptable Use of School Electronic Resources

Improper use of the School's electronic resources by employees has the potential to negatively impact students, damage the School's image, and impair the School's electronic resources. Therefore, this policy is intended to govern employees' and volunteers' use of the School's electronic resources, and employees must agree to these terms as a condition of employment. The Principal shall establish rules and procedures regarding employees' use of the School's electronic resources.

Review and Approval

This policy will be reviewed and approved regularly to ensure that it continues to meet the School's needs.

LEA-Specific Educator License Policy

Adopted: June 1, 2020

Revised: _____

Purpose

Advantage Arts Academy (the "School") is committed to employing educators who are properly licensed and qualified for their positions. This policy is adopted in accordance with Rule R277-301 and governs the School's application for LEA-specific educator licenses and its employment of educators on such licenses.

The School acknowledges that the purpose of LEA-specific educator licenses is to allow the School to hire otherwise qualified educators during the period that they are preparing and completing requirements to qualify for an associate educator license or a professional educator license.

Policy

Applying for an LEA-Specific Educator License

The School's administration will propose to the Board of Directors (the "Board") candidates for an LEA-specific educator license as the need arises.

When the administration proposes a candidate for an LEA-specific license, they will follow the procedures below and provide the Board with an explanation and rationale for requesting an LEA-specific educator license under the criteria contained in this policy.

When the Board determines that it is appropriate under this policy, the Board will approve the request for an LEA-specific educator license in a public meeting. Approval will take place no more than 60 days prior to submitting the application to the USBE on behalf of the candidate.

The Board will apply for the LEA-specific educator license for one, two, or three years as requested by the administration and approved by the Board, and in accordance with R277-301-7.

The School may not issue an LEA-specific license area of concentration to an educator for the license areas identified in R277-301-7, including special education, pre-school special education, deaf education, school psychologist, school social worker, audiologist, speech language therapist, or speech language pathologist.

In accordance with R277-301-8, the Board may request an eminence designation for an LEA-Specific license, license area, or endorsement for a teacher whose employment with the School is no more than 37% of a teacher's regular instruction load.

Deleted: An LEA-specific educator license for a license area in special education or preschool special education may only be issued for one school year and may not be renewed. If an educator at the School is granted such an LEA-specific educator license, the School will provide special education law training recommended by the USBE Superintendent within the first month of the educator's employment.

Criteria for Employing Educators with an LEA-Specific Educator License

The School will use the following processes and consider the following criteria in determining whether to employ an educator and apply for an LEA-specific educator license:

1. Vet each candidate and contact references in order to verify that they are a strong candidate. In particular, ensure that the candidate does not have any prior misconduct that would impair their success in teaching.
2. Interview each candidate and verify that they support the School's focus.
3. Consider the extent to which each candidate has training in the content area and the ability to facilitate student learning in that content area.
4. Consider the extent to which each candidate has experience and the ability to effectively teach courses.
5. Consider whether the LEA-specific educator license is sought in a content area in which there is a shortage of qualified educators in the state.

When an LEA-specific license, license area, or endorsement is sought for an educator for a subject that comprises less than 50% of the educator's course load, the following criteria will also be considered:

1. Consider whether the educator is a certified teacher in other content areas.
2. Consider whether the number of periods to be taught under the LEA-specific license, license area, or endorsement constitutes a full teaching load.
3. Consider whether the School currently employs or is hiring a teacher who does not have a degree or endorsement in the content area but who can also teach other areas in which they are licensed.
4. Consider whether the educator has demonstrated proficiency in teaching these courses.
5. Consider whether the administration has identified other qualified candidates with the necessary dual licensing.

The School will also ensure that a candidate for an LEA-specific educator license has completed (or will timely complete) the required criminal background check and educator ethics review described in R277-301-7.

Educator Preparation and Support

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Within the first year of employment, the School will train each educator holding an LEA-specific educator license on:

- (a) educator ethics;
- (b) classroom management and instruction;
- (c) basic special education law and instruction; and
- (d) the Utah Effective Teaching Standards described in R277-530.

Website Posting

This policy will be posted on the School's website.

The School will also prominently post the following information on its website:

- (a) disclosure of the fact that the School employs individuals holding LEA-specific licenses, license areas, or endorsements;
- (b) an explanation of the types of licenses issued by the USBE;
- (c) the percentage of the types of licenses, license areas, and endorsements held by educators employed in the School based on the employees' FTE as reported to the USBE Superintendent; and
- (d) a link to the Utah Educator Look-up Tool provided by the USBE Superintendent in accordance with Subsection [R277-312-7\(6\)](#).

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Procurement Policy

Adopted: June 19, 2017

Revised: _____

Policy

Advantage Arts Academy (the "School") will follow applicable state and federal laws in connection with the procurement of services, supplies and equipment, including but not limited to the provisions of the Utah Procurement Code at Utah Code § 63G-6a-101, *et seq.* and the administrative rules in Title R33 of the Utah Administrative Code.

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Procurement Processes

The School will follow the procurement processes below unless an exception applies.

Quotes or Bids Not Required

No procurement process is required for purchases of items up to \$5,000. The School may make such purchases from any vendor without obtaining competitive bids or quotes. However, the School may only purchase up to \$10,000 worth of items each costing \$5,000 or less from one vendor at one time without obtaining competitive bids or quotes. The School may also only purchase up to \$50,000 worth of items each costing \$5,000 or less from one vendor during one year without obtaining competitive bids or quotes.

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Quotes or Bids Required

For small purchases as defined in R33-5-107, which will typically include purchases of items between \$5,000.01 and \$50,000 other than professional services or construction projects, the School will obtain at least two competitive bids or quotes that include minimum specifications and purchase from the responsible vendor offering the lowest bid or quote meeting the specifications. The School will also record and maintain as a governmental record the names of the vendors offering bids or quotes and the date and amount of each bid or quote.

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Formal Procurement Process Necessary

For purchases of items over \$50,000 other than professional services or construction projects, the School will conduct a formal procurement process, such as an Invitation for Bids or a Request for Proposals.

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Professional Services

For small purchases of professional service providers and consultants as defined in R33-5-108, which will typically include purchases of such services up to \$100,000 per

project, the School will first review the qualifications of at least three companies, firms, providers, and/or individuals and then select one through direct negotiation. Obtaining competitive bids or quotes for the above-described small purchases is not required.

For small purchases of design professional services as defined in R33-5-105, which will typically include purchases of such services up to \$100,000 per project, the School will first review the qualifications of at least three design professional firms and then select one through direct negotiation. The School will also include minimum specifications when doing a small purchase of design professional services as defined in R33-5-105. Obtaining competitive bids or quotes for the above-described small purchases is not required.

However, if the cost of a professional service provider's, consultant's, or design professional's services exceeds \$100,000, the School will conduct a formal procurement process for such services, such as an Invitation for Bids or a Request for Proposals.

Construction Projects

For small purchases of construction projects as defined in R33-5-106, the School may procure a small construction project up to \$25,000 from a contractor without obtaining competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting, and other construction related requirements are met. When procuring a small construction project costing between \$25,000.01 and \$100,000, the School will obtain at least two competitive bids or quotes that include minimum specifications and will award the project to the contractor with the lowest bid or quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting, and other construction related requirements are met.

The School will include minimum specifications when doing a small purchase of a construction project as defined in R33-5-106. Contractors selected by the School to do a small construction project must certify that they are capable of meeting the minimum specifications of the project.

If the cost of a construction project exceeds \$100,000, the School will conduct a formal procurement process, such as an Invitation for Bids or a Request for Proposals.

Other Requirements

The School will not artificially divide purchases or otherwise take steps in order to avoid the requirement to obtain competitive bids or quotes or conduct a formal procurement process.

School personnel will comply with the provisions of the Procurement Code prohibiting the acceptance of gratuities or kickbacks from vendors during the procurement process.

The School's contracts with vendors, including any renewal or extension periods, will not have a term that is longer than five years unless an exception applies or the School complies with the requirements of the Procurement Code governing any contract with a term that is longer than five years.

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The School will comply with the requirements of the Procurement Code in connection with any contract with a term that is longer than five (5) years, including any automatic renewals or extensions. The School

The School will comply with the requirements of the Procurement Code in connection with any construction or real property improvements undertaken by the School.

When entering into a contract, the School will ensure that the contract includes appropriate language regarding the scope of work to be performed, adequately addresses any applicable federal requirements, and includes language regarding data privacy and use, where appropriate. The School will ensure that the appropriate legal review of contract language is performed prior to entering into the contract.

Any alleged violations of this policy or applicable law shall be reported in writing to the School's Director or Board of Directors.

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Review

The School shall review this policy annually.

Advantage Arts Academy
Policy: Wellness Policy
Adopted: June 1, 2020
Amended:

Preamble

Advantage Arts Academy (the "School") is committed to the optimal development of every student. The School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism and better performance on cognitive tasks. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance. This policy outlines the School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the School have access to healthy foods throughout the school day through reimbursable school meals in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active during and after school;
- The School engages in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the School in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and

- The School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.

This policy applies to all students and staff of the School. Specific measurable goals and outcomes are identified within each section below.

Policy

I. School Wellness Committee

Committee Role and Membership

The School will convene a School wellness committee (hereafter referred to as the "Wellness Committee") or work within an existing school health committee that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this LEA-level wellness policy (hereafter referred as the "Wellness Policy").

The Wellness Committee membership will represent all school levels (elementary) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff (e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services), and mental health and social services staff (e.g., school counselors, psychologists, social workers, or psychiatrists)); school administrators (e.g., Principals/Directors, Assistant Principals/Directors); school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators (SNAP-EDEDSNAP-Ed). To the extent possible, the Wellness Committee will reflect the diversity of the community.

Leadership

The School Principal or designee(s) will convene the Wellness Committee and facilitate development of and updates to the Wellness Policy, and will ensure compliance with the policy.

Name	Title / Relationship to the School	Email address	Role on Committee
Jonathan Kano	Administrator Wellness Committee Oversight	jkano@advantagearts.org	Provides oversight for policy development, evaluation of, and implementation of the Wellness Policy.

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Dave Hirst	Child Nutrition Director		Assists in policy development and evaluation of the Wellness Policy implementation. Assures policy aligns with CNP guidelines.
Kelly Simonson	Employee and Parent		Assists in policy development and evaluation of the Wellness Policy implementation.
Jack Simonson	Student		Assists in policy development and evaluation of the Wellness Policy implementation.
Loni Carver	Employee and Parent		Assists in policy development and evaluation of the Wellness Policy implementation.
Jordyn Carver	Student		Assists in policy development and evaluation of the Wellness Policy implementation.

Deleted: PE & Health Teacher

Deleted: Elementary Teacher

Deleted: Board Member

II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

The School will develop and maintain a plan for implementation to manage and coordinate the execution of this Wellness Policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the School campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the School use the [Healthy Schools Program online tools](#) to complete a school-level assessment based on the Centers for Disease Control and Prevention’s School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This Wellness Policy and the triennial progress reports can be found at: <https://advantagearts.org/>.

Recordkeeping

The School will retain records to document compliance with the requirements of the Wellness Policy on the School’s shared Google Drive. Documentation maintained in this location will include but will not be limited to:

- The written Wellness Policy;

- Documentation demonstrating that the Wellness Policy has been made available to the public;
- Documentation of efforts to review and update the Wellness Policy; including an indication of who is involved in the update and methods the School uses to make stakeholders aware of their ability to participate on the Wellness Committee;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the Wellness Policy;
- Documentation demonstrating the most recent assessment on the implementation of the Wellness Policy has been made available to the public.

Annual Notification of Policy

The School will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The School will make this information available via the School website and/or School-wide communications. The School will provide as much information as possible about the school nutrition environment. This will include a summary of the School’s events or activities related to Wellness Policy implementation. Annually, the School will also publicize the name and contact information of the School officials leading and coordinating the Wellness Committee, as well as information on how the public can get involved with the Wellness Committee.

Triennial Progress Assessments

At least once every three years, the School will evaluate compliance with the Wellness Policy to assess the implementation of the policy and include:

- The extent to which the School is in compliance with the Wellness Policy;
- The extent to which the Wellness Policy compares to the Alliance for a Healthier Generation’s model wellness policy; and
- A description of the progress made in attaining the goals of the Wellness Policy.

The position/person responsible for managing the triennial assessment and contact information is [Jonathan Kano, jkano@advantagearts.org.](mailto:jono@advantagearts.org)

The Wellness Committee will monitor the School’s compliance with this Wellness Policy.

The School will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

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The Wellness Committee will update or modify the Wellness Policy based on the results of the annual School Health Index and triennial assessments and/or as School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The Wellness Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach and Communications

The School is committed to being responsive to community input, which begins with awareness of the Wellness Policy. The School will actively communicate ways in which representatives of Wellness Committee and others can participate in the development, implementation and periodic review and update of the Wellness Policy through a variety of means appropriate for the School. The School will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The School will use electronic mechanisms, such as email or displaying notices on the School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the Wellness Policy, as well as how to get involved and support the policy. The School will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the School is communicating important school information with parents.

The School will actively notify the public about the content of or any updates to the Wellness Policy annually, at a minimum. The School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

III. Nutrition

School Meals

The School is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

The School participates in USDA child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). The School also operates additional nutrition-related programs and activities which may include school gardens and Grab 'n' Go Breakfast. The School is committed to offering school meals

through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The School offers reimbursable school meals that meet [USDA nutrition standards](#).);
- Promote healthy food and beverage choices using at least ten of the following [Smarter Lunchroom techniques](#):
 - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
 - Sliced or cut fruit is available daily.
 - Daily fruit options are displayed in a location in the line of sight and reach of students.
 - Daily vegetable options are bundled into all grab-and-go meals available to students.
 - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
 - White milk is placed in front of other beverages in all coolers.
 - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
 - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
 - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
 - Menus will be posted on the School website.
 - School meals are administered by a team of child nutrition professionals.
 - The School child nutrition program will accommodate students with special dietary needs. Students will be allowed at least 10 minutes to

eat breakfast and at least 20 minutes to eat lunch, counting from the time they have received their meal and are seated (meets Healthy Schools Program Gold-level criteria).

- Lunch will follow the recess period to better support learning and healthy eating.
- Participation in Federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the [USDA professional standards for child nutrition professionals](#). These school nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards website](#) to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day* and throughout every School campus* ("school campus" and "school day" are defined in the glossary). The School will make drinking water available where school meals are served during mealtimes.

- Water cups/jugs will be available in the cafeteria if a drinking fountain is not present.
- All water sources and containers will be maintained on a regular basis to ensure good hygiene and health safety standards. Such sources and containers may include drinking fountains, water jugs, hydration stations, water jets and other methods for delivering drinking water.
- Students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.

Competitive Foods and Beverages

The School is committed to ensuring that all foods and beverages available to students on the School campus* during the school day* support healthy eating. The school will not engage in selling food items, outside of those provided by the Child Nutrition Program, during the school day.

Celebrations and Rewards

It is suggested that all foods offered on the School campus will meet or exceed the USDA Smart Snacks in School nutrition standards including through:

1. Celebrations, parties, and food in the classroom for instructional purposes.
 - a. The School will provide a list of healthy party and food ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the [Alliance for a Healthier Generation](#) and from the [USDA](#).
 - b. All teachers must submit a Consumption of Food in the Classroom Authorization form provided by the School to the Principal or his/her designee, and receive signed parental permission in order for students to partake in eating any food or drinking any beverage provided for a class party, celebration or for classroom instructional purposes.
2. USDA Smart Snacks in the Classroom may be provided through the Child Nutrition Program. Submitting a Consumption of Food in the Classroom Authorization form and obtaining signed parental permission is **not** required prior to providing students food or beverages in the classroom that meet or exceed the USDA Smart Snacks in School nutrition standards. However, parents may opt out of having their children receive USDA Smart Snacks in the classroom. Teachers should not permit students whose parents have opted out to partake of USDA Smart Snacks in the classroom.
3. Classroom snacks brought by parents or students. The School will provide to parents a [list of foods and beverages that meet Smart Snacks](#) nutrition standards. Parents are allowed to provide snacks for their own student only.
4. Rewards and incentives. The School will provide teachers and other relevant School staff a [list of alternative ways to reward children](#). Foods and beverages will not be used as a reward in the classroom, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

The School will use only non-food fundraisers for sales, and instead, encourage those fundraisers promoting physical activity (such as walk-a-thons, Jump Rope for Heart, fun runs, etc.).

Sales of food or beverages during midnight and 3:30 pm on a school day, such as concessions at Literacy Night, will require authorization from the Child Nutrition Director using the [Food and Concession Sales](#) form found in Appendix A. The form must be submitted for approval at least two weeks prior to the event.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the School, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most

effective when implemented consistently through a comprehensive and multi-channel approach by School staff, teachers, parents, students and the community.

The School will promote healthy food and beverage choices for all students throughout the School campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using [Smarter Lunchroom techniques](#); and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the School may use are available at <http://www.foodplanner.healthiergeneration.org/>.

Nutrition Education

The School will teach, model, encourage and support healthy eating by all students. The School will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

- Nutrition education will be offered at each grade level as part of a sequential, comprehensive, standards-based health education curriculum that meets state and national standards.
- The health teacher will provide opportunities for students to practice or rehearse the skills taught through the health education curricula.

Essential Healthy Eating Topics in Health Education

The School will include in the health education curriculum a minimum of 12 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention;
- Food guidance from [MyPlate](#);
- Reading and using FDA's nutrition fact labels;
- Eating a variety of foods every day;
- Balancing food intake and physical activity;
- Eating more fruits, vegetables and whole grain products;
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat;
- Choosing foods and beverages with little added sugars;
- Eating more calcium-rich foods;
- Preparing healthy meals and snacks;
- Risks of unhealthy weight control practices;
- Accepting body size differences;
- Food safety;
- Importance of water consumption;
- Importance of eating breakfast;
- Making healthy choices when eating at restaurants;
- Eating disorders;
- [The Dietary Guidelines for Americans](#);

- Reducing sodium intake;
- Social influences on healthy eating, including media, family, peers and culture;
- How to find valid information or services related to nutrition and dietary behavior;
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully;
- Resisting peer pressure related to unhealthy dietary behavior; and
- Influencing, supporting, or advocating for others' healthy dietary behavior.

Food and Beverage Marketing in Schools

The School is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The School strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on School property that contains messages inconsistent with the health information the School is imparting through nutrition education and health promotion efforts. It is the intent of the School to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the School campus, consistent with the School's Wellness Policy.

Any foods and beverages marketed or promoted to students on the School campus* during the school day* will meet or exceed the USDA Smart Snacks in School nutrition standards.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.¹ This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, the School will replace or update scoreboards or other durable equipment when existing contracts are up for

renewal or to the extent that is financially possible over time so that items are in compliance with the marketing policy.)

- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the School.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the School administration and Child Nutrition Program Director review existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the Wellness Policy.

IV. Physical Activity

Children and adolescents should participate in at least 60 minutes of physical activity every day which includes a combination of recess, physical education class and classroom brain breaks. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement and the School is committed to providing these opportunities. The School will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). The School will be encouraged to participate in *Let's Move!* Active Schools (www.letsmoveschools.org) in order to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld** as punishment for any reason. The School will provide teachers and other School staff with a [list of ideas](#) for alternative ways to discipline students.

To the extent practicable, the School will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The School will conduct necessary inspections and repairs.

Physical Education

The School will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong

healthy habits, as well as incorporate essential health education concepts (discussed in the “*Essential Physical Activity Topics in Health Education*” subsection). The curriculum will support the essential components of physical education.

All students will be provided equal opportunity to participate in physical education classes. The School will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All School **elementary students** in each grade will receive physical education as a combination of physical education class and organized and structured activities, for at least 60 minutes per week throughout the school year.

The School physical education program will promote student physical fitness through individualized fitness and activity assessments (via the [Presidential Youth Fitness Program](#) or other appropriate assessment tool) and will use criterion-based reporting for each student.

- Students will be moderately to vigorously active for at least 50% of class time during most or all physical education class sessions.
- All physical education teachers will be required to participate in at least a once a year professional development in education.

Essential Physical Activity Topics in Health Education

Health education will be required in all grades. The School will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity;
- How physical activity can contribute to a healthy weight;
- How physical activity can contribute to the academic learning process;
- How an inactive lifestyle contributes to chronic disease;
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition;
- Differences between physical activity, exercise and fitness;
- Phases of an exercise session, that is, warm up, workout and cool down;
- Overcoming barriers to physical activity;
- Decreasing sedentary activities, such as TV watching;
- Opportunities for physical activity in the community;

- Preventing injury during physical activity;
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active;
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity;
- Developing an individualized physical activity and fitness plan;
- Monitoring progress toward reaching goals in an individualized physical activity plan;
- Dangers of using performance-enhancing drugs, such as steroids;
- Social influences on physical activity, including media, family, peers and culture;
- How to find valid information or services related to physical activity and fitness;
- How to influence, support, or advocate for others to engage in physical activity; and
- How to resist peer pressure that discourages physical activity.

Recess (Elementary)

The School will offer at least **30 minutes of recess** on all days during the school year. This requirement may be waived on early dismissal or late arrival days. Because recess is offered before lunch, the School will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built in to the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather is feasible for outdoor play. Students will be allowed outside for recess except when the outdoor “feels-like” temperature is below 20°F, during “code orange” or “code red” days, during storms with lightening or thunder, or at the discretion of the Principal based on his/her best judgment of safety conditions.

In the event that the School must conduct **indoor recess**, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Indoor Recess Guidelines

- Indoor recess will provide opportunities for students to have at least 10 minutes of physical activity.
- Indoor recess will be monitored by School staff.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Classroom Physical Activity Breaks

The School recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered **periodic opportunities** to be active or to stretch throughout the day on all or most days during a typical school week. The School recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom times at least three days per week. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The School will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through [USDA](#) and the [Alliance for a Healthier Generation](#).

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The School will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The School offers opportunities for students to participate in physical activity after the school day through a variety of methods. The School will encourage students to be physically active after school by:

- Providing students with access to physical activity clubs after school.
- Providing parents and students with information for sports and activities offered in the neighboring community.

Active Transport

The School will support active transport to and from school, such as walking or biking. The School will encourage this behavior by engaging in *six or more* of the activities below; including but not limited to:

- Designate safe or preferred routes to school through the State's SNAP Planning tool;
- Promote activities such as participation in International Walk to School Week, National Walk and Bike to School Week;
- Instruction on walking/bicycling safety provided to students;
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper;
- Use crosswalks on streets leading to the School; and
- Create and distribute maps of school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.).

V. Other Activities that Promote Student Wellness

The School will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

The School is encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by the School's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the Wellness Policy, including but not limited to ensuring the involvement of the Wellness Committee.

All School-sponsored events will adhere to the Wellness Policy guidelines. All School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Community Partnerships

The School will develop relationships with community partners (e.g., Herriman City, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Wellness Policy's implementation. Existing and new community partnerships and sponsorships

will be evaluated to ensure that they are consistent with the Wellness Policy and its goals.

Community Health Promotion and Family Engagement

The School will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in School-sponsored activities and will receive information about health promotion efforts.

As described in the “Community Involvement, Outreach, and Communications” subsection, the School will use electronic mechanisms (e.g., email or displaying notices on the School’s website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in School-sponsored activities and receive information about health promotion efforts.

Staff Wellness and Health Promotion

The Wellness Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff. The subcommittee leader’s name is Jonathan Kano.

Deleted: Lisa Evans

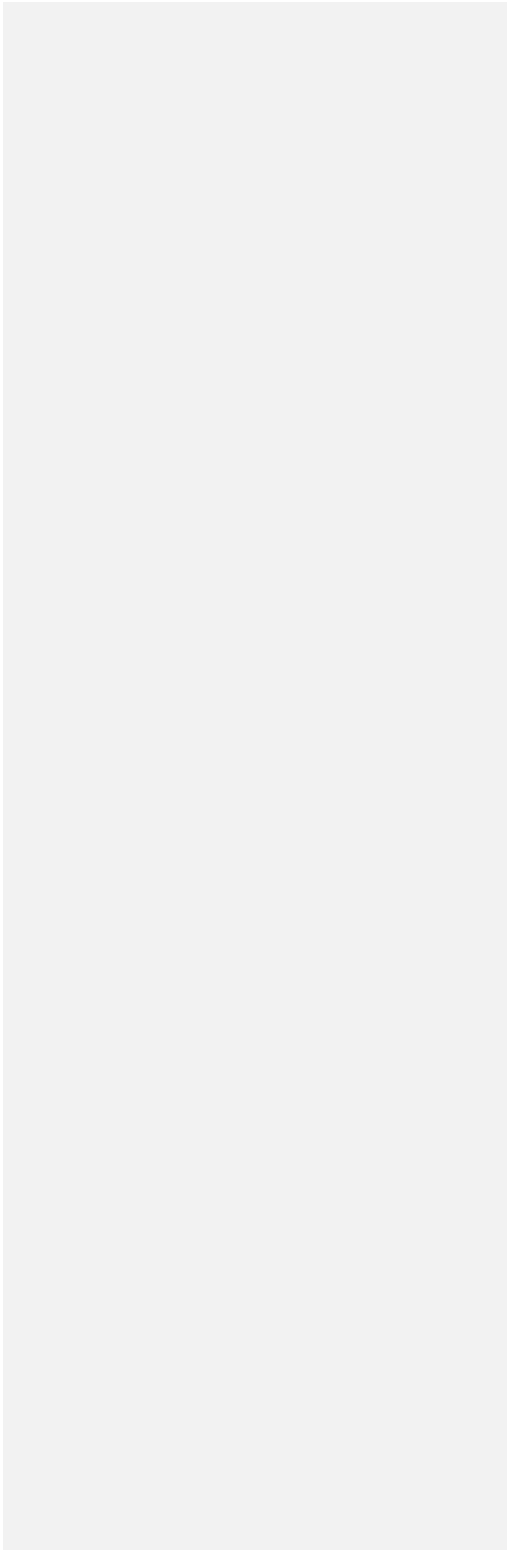
The School will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The School promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

1. Staff will be encouraged to consume the recommended amount of water daily. If necessary, water bottles will be provided.
2. The School will implement a staff health challenge once each school year. The health challenge is an optional activity for staff.
3. The School will arrange additional staff activities to encourage wellness. Staff participation in these activities is optional, not mandated. These activities could include participation in a healthy eating challenge, walking outside around the campus during lunch or after school, after-school group yoga or exercise activities, and encouragement to abstain from excessive work hours.

Professional Learning

When feasible, the School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help School staff understand the connections between academics and health and the

ways in which health and wellness are integrated into ongoing School reform or academic improvement plans/efforts.



Glossary:

Extended School Day – the time during, before and after school that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

School Campus - areas that are owned or leased by the School and used at any time for School-related activities, including on the outside of the School building, School buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day – the time between midnight the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

Appendix A

Food and Concession Sales

This form **MUST** be present to the Child Nutrition Program Director at least two weeks prior to the event for approval.

Event Title _____

Event Date _____ Event Time _____

Event Coordinator _____

Description of food and beverage items to be sold including name of vendor if applicable:

Signature of Event Coordinator _____

Date Submitted for Approval _____

Approval YES NO

Comments:

Signature of CNP Director _____

Date Returned to Event Coordinator _____

Sex Education Instruction Policy

Adopted: October 2, 2017 (Human Sexuality Instruction Policy)

Revised: November 4, 2019

Policy

The purpose of this policy is to ensure that the Sex Education Curriculum taught at Advantage Arts Academy (the "School") is compliant with state law. The School will comply with applicable state law regarding the presentation of sex education instruction or instructional programs.

"Sex education instruction or instructional programs" means any course, unit, class, activity or presentation that provides instruction or information to students about sexual abstinence, human sexuality, human reproduction, reproductive anatomy, physiology, pregnancy, marriage, childbirth, parenthood, contraception, or HIV/AIDS, sexually transmitted diseases, or refusal skills, as defined in Utah Code § 53G-10-402. While these topics are most likely discussed in courses such as health education, health occupations, human biology, physiology, parenting, adult roles, psychology, sociology, child development, and biology, this policy applies to any course or class in which these topics are the focus of discussion.

Every two years the Board of Directors will (a) review this policy; and (b) review data for the county in which the School is located regarding teen pregnancy, child sexual abuse, sexually transmitted diseases and sexually transmitted infections, and the number of pornography complaints or other instances reported in the School.

UTAH ADOLESCENT BIRTH DATA 2019

Table 1: Utah Adolescent Birth Rates Age 15-19 by Local Health District per 1,000 Females, 2019	
Location	Rate per 1,000 females aged 15-19
TriCounty LHD	22.1
Southeast Utah LHD	18.8
San Juan LHD*	16.6
Weber-Morgan LHD	15.1
Salt Lake County LHD	14.8
Central Utah LHD	13.6
Southwest Utah LHD	13.0
Tooele County LHD	12.6
Bear River LHD	10.9
Wasatch County LHD	9.5
Davis County LHD	8.8
Utah County LHD	7.6
Summit County LHD*	6.9
State of Utah	12.0
U.S. (2018)	17.4
<p>*Interpret with caution. Small numbers may affect the reliability of this information. Source: Data are from Utah Department of Health. IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020). U.S. data is for 2018 and available at https://www.cdc.gov/nchs/data/nvsr/nvsr68/nvsr68_13-508.pdf</p>	

Table 2. Utah Adolescent Birth Rates by Small Area (Ages 15-19) per 1,000 Females, 2019			
Location	Rate	Location	Rate
West Valley (Center)	40.7	Utah County (South) V2	14.6
Salt Lake City (Glendale) V2	40.3	Hurricane/La Verkin	14.6
West Valley (East) V2	40.2	Blanding/Monticello	14.1
Daggett and Uintah County	32.3	Layton/South Weber	14.0
Taylorsville (East)/Murray (West)	32.3	North Salt Lake	13.5
Salt Lake City (Rose Park)	30.5	Wasatch County	13.0
Midvale	29.7	Roy/Hooper	12.8
South Salt Lake	29.6	North Logan	12.3
Ben Lomond	29.4	Summit County (East)	12.0
Kearns V2	29.3	Washington City	11.4
Murray	28.4	Orem (West)	11.0
West Valley (West) V2	27.7	West Jordan (West)/Copperton	11.0
San Juan (Other)	26.2	Spanish Fork	10.4
Ogden (Downtown)	26.0	Sandy (Center) V2	10.3
Tremonton	26.0	Eagle Mountain/Cedar Valley	10.3
Provo (West City Center)	25.1	Orem (East)	9.8
Richfield/Monroe/Salina	24.7	Lehi	9.4
Magna	23.8	Smithfield	9.3
Duchesne County	23.6	Ivins/Santa Clara	8.6
Orem (North)	21.3	Holladay V2	7.7
Emery County	21.0	Bountiful	7.7
Delta/Fillmore	20.0	Sanpete Valley	7.7
Southwest LHD (Other)	19.8	Logan V2	7.3
Riverdale	19.8	Woods Cross/West Bountiful	7.2*
West Jordan (Northeast) V2	19.6	Herriman	7.1
Grand County	19.1	Saratoga Springs	7.0
Clearfield Area/Hooper	19.1	Provo (East City Center)	6.7
Washington County (Other) V2	19.0	Syracuse	6.6
Central (Other)	19.0	South Jordan V2	6.6
Taylorsville (West)	18.5	Riverton/Bluffdale	6.5
Brigham City	18.2	Pleasant Grove/Lindon	6.4
West Jordan (Southeast)	17.9	Millcreek (South)	6.1
Sandy (West)	17.9	Cache County (Other)/Rich County (All) V2	6.0
Carbon County	17.8	Salt Lake City (Downtown) V2	5.8
Payson	17.3	Salt Lake City (Sugar House)	5.7
Hyrum	17.2	American Fork	5.6
Tooele Valley	16.9	Weber County (East)	5.4
Cedar City	16.9	Farmington	5.3
South Ogden	16.8	Draper	5.1
Box Elder County (Other) V2	15.9	Kaysville/Fruit Heights	5.1
St. George	15.9	Mapleton	5.1*
Nephi/Mona	15.7	Centerville	5.0*
Tooele County (Other)	15.5	Salem City	4.9*
Springville	15.0	Cottonwood	4.6

Sandy (Northeast)	4.3*	
Daybreak	4.2	
Morgan County	4.0*	
Park City	3.8*	
Salt Lake City (Foothill/East Bench)	3.0*	
Millcreek (East)	3.0*	
Alpine	2.3*	
Salt Lake City (Avenues)	2.2*	
Provo/BYU	1.7	
Sandy (Southeast)	1.5*	
Salt Lake City (Southeast Liberty)	**	
Utah (3-year average)	14.1	

Rates are based on years 2017-2019
*Small numbers make the rates unreliable and do not meet the reliability standards for the Utah Department of Health
** Suppressed
Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)

Table 3. Utah Adolescent Birth Rates, Age 15-19 Rates by Ethnicity per 1,000 Females, 2019	
Ethnicity	Rate per 1,000 Females
Hispanic Females	28.4
NonHispanic Females	8.0

Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)

Table 4. Utah Adolescent Birth Rates, Age 15-19 by Race per 1,000 Females, 2019	
Race	Rate per 1,000 Females
Other Race	38.7
American Indian or Alaska Native	23.36
Black or African American	22.62
Native Hawaiian or Other Pacific Islander	10.87
White	10.17
Asian	5.04

Data are from Utah Department of Health IBIS-PH ibis.health.utah.gov (downloaded September 11, 2020)

More detailed data can be found on Utah’s Public Health Indicator Based Information System (IBIS) (<https://ibis.health.utah.gov/topic/Index.html>) You may also contact the Maternal & Infant Health Program Epidemiologist, Nicole Stone (nstone@utah.gov or 801-273-2873), or the Teen Pregnancy Prevention Specialist, Elizabeth Gerke (egerke@utah.gov or 801-273-2870), for data specific to your area or population.

By County

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name	Sexual Abu..	Case End Date					
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
BEAVER	Y	<25	<25	<25	<25	<25	<25
BOX ELDER	Y	45	44	25	51	50	48
CACHE	Y	54	72	51	80	71	82
CARBON	Y	<25	<25	<25	<25	27	<25
DAGGETT	Y			<25			<25
DAVIS	Y	171	191	163	203	195	184
DUCHESNE	Y	42	41	31	32	<25	<25
EMERY	Y	<25	<25	<25	<25	<25	<25
GARFIELD	Y	<25	<25	<25		<25	
GRAND	Y	<25	<25	<25	<25	<25	<25
IRON	Y	33	58	59	40	50	42
JUAB	Y	<25	<25	<25	<25	<25	<25
KANE	Y	<25	<25	<25	<25	<25	<25
MILLARD	Y	<25	<25	<25	<25	<25	<25
MORGAN	Y	<25		<25	<25	<25	<25
PIUTE	Y			<25			
RICH	Y		<25				<25
SALT LAKE	Y	748	753	744	690	755	763
SAN JUAN	Y	<25	<25	<25	<25	<25	<25
SANPETE	Y	37	38	29	37	51	32
SEVIER	Y	<25	<25	<25	<25	<25	<25
SUMMIT	Y	<25	<25	<25	<25	<25	<25
TOOELE	Y	48	65	64	81	73	75
UINTAH	Y	57	59	56	59	37	35
UTAH	Y	375	321	344	354	392	297
WASATCH	Y	<25	<25	<25	<25	<25	<25
WASHINGTON	Y	97	80	92	92	82	86
WAYNE	Y	<25				<25	<25
WEBER	Y	151	133	154	154	209	191

<25 broken down by Case End Date Year vs. County Name and Sexual Abuse Yn. The data is filtered on State Abrv, which keeps UT. The view is filtered on County Name, which keeps 29 of 92 members.

Grouped Counties to Show Numbers

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name (group) 1	Sexual Abuse Yn	Case End Date				
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
BEAVER, GARFIELD, IRON, KANE, PIUTE, WAYNE	Y	59	83	79	62	68
BOX ELDER	Y	45	44	25	51	50
CACHE & RICH	Y	54	73	51	80	71
CARBON, EMERY, GRAND	Y	27	31	32	43	38
DAGGETT, DUCHESNE, UINTAH	Y	99	100	88	91	59
DAVIS	Y	171	191	163	203	195
JUAB, MILLARD, TOOELE	Y	71	86	86	106	99
MORGAN, SUMMIT, WASATCH	Y	38	47	29	45	36
SALT LAKE	Y	748	753	744	690	755
SANPETE & SEVIER	Y	51	62	43	55	64
UTAH	Y	375	321	344	354	392
WASHINGTON	Y	97	80	92	92	82
WEBER	Y	151	133	154	154	209

Count of Victim Id broken down by Case End Date Year vs. County Name (group) 1 and Sexual Abuse Yn. The data is filtered on State Abrv and County Name. The State Abrv filter keeps UT. The County Name filter keeps 29 of 92 members.

Grouped Counties to Show Numbers

Count of Victims with Supported Sexual Abuse

If youth had more than one case with at least one supported sexual abuse allegation, they were counted each time (but only once/case).

County Name (group) 1	Sexual Abuse Yn	Case End ..
		FY 2020
BEAVER, GARFIELD, IRON, KANE, PIUTE, WAYNE	Y	60
BOX ELDER	Y	48
CACHE & RICH	Y	84
CARBON, EMERY, GRAND	Y	31
DAGGETT, DUCHESNE, UINTAH	Y	53
DAVIS	Y	184
JUAB, MILLARD, TOOELE	Y	97
MORGAN, SUMMIT, WASATCH	Y	44
SALT LAKE	Y	763
SANPETE & SEVIER	Y	45
UTAH	Y	297
WASHINGTON	Y	86
WEBER	Y	191

Count of Victim Id broken down by Case End Date Year vs. County Name (group) 1 and Sexual Abuse Yn. The data is filtered on State Abrv and County Name. The State Abrv filter keeps UT. The County Name filter keeps 29 of 92 members.

Table 3. Chlamydia Cases and Rates by Local Health District, Utah, 2010-2019

Local Health District	Cases										Rates per 100,000 Population									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Bear River	238	275	295	251	267	348	354	353	394	391	143.5	164.4	175.2	147.6	155.7	200.2	199.4	195.5	214.4	209.3
Central	85	73	81	91	110	91	89	106	123	135	112.0	96.1	107.2	119.9	144.5	118.4	113.9	133.4	152.4	164.7
Davis	706	745	866	891	954	891	968	1143	1145	1155	229.3	238.9	274.1	276.5	290.2	266.3	283.9	329.7	326.1	324.9
Salt Lake	3515	3629	3932	3792	4278	4578	5107	5327	5290	5709	340.3	346.4	369.6	351.3	392.5	415.3	455.9	468.6	460.5	492.0
San Juan	N/A	N/A	N/A	N/A	N/A	55	54	60	43	55	N/A	N/A	N/A	N/A	N/A	360.9	352.3	392.7	280.0	359.3
Southeastern	103	121	147	168	126	69	69	70	100	91	182.2	214.4	259.9	299.9	225.8	171.2	171.8	176.2	250.5	226.2
Southwest	333	344	356	380	432	411	460	556	653	701	163.5	166.3	169.9	179.1	199.3	185.9	202.0	235.9	268.1	278.1
Summit	65	54	63	74	91	89	120	118	116	132	178.1	144.3	166.4	192.6	232.7	224.5	296.2	285.5	276.9	313.2
Tooele	126	134	118	141	143	164	159	194	186	188	215.4	226.4	197.4	232.5	232.7	261.8	246.1	287.5	265.8	260.2
TriCounty	83	87	90	112	136	118	124	111	147	97	159.0	163.8	164.4	197.2	233.5	197.8	215.3	197.8	261.0	171.3
Utah	720	789	791	774	940	974	1021	1180	1270	1362	138.5	148.7	146.6	140.4	167.7	170.1	173.0	194.5	204.3	214.1
Wasatch	29	34	42	38	35	29	46	42	46	57	122.7	139.3	165.7	142.9	125.8	99.6	151.4	131.7	139.1	167.2
Weber-Morgan	673	769	823	789	702	794	885	875	1043	998	278.5	315.8	334.5	317.8	280.0	312.7	342.4	332.2	389.7	366.5
Unknown	0	1	3	0	3	0	4	0	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
State Total	6,676	7,055	7,607	7,501	8,217	8,611	9,460	10,135	10,558	11,073	240.5	250.7	266.6	258.9	279.8	288.8	311.0	326.8	334.8	345.4

Note: Cases were classified by *Morbidity and Mortality Weekly Report (MMWR)* year. San Juan County has been an independent LHD since 2015. Prior to 2015, it was served by the Southeastern Utah LHD

Sources: Cases - Bureau of Epidemiology, Utah Department of Health; Population Estimates - National Center for Health Statistics (NCHS) through a collaborative agreement with the U.S. Bureau of the Census.



ADVANTAGE
ARTS ACADEMY

Advantage Arts Academy Family Handbook 2022-2023

Grades K - 6

ADVANTAGE ARTS ACADEMY

ADVANTAGE ARTS ACADEMY

**6171 W. 11800 S.
HERRIMAN, UTAH 84096
Jonathan Kano, Principal**

Dear Families,

On behalf of the staff at Advantage Arts Academy, it is my pleasure to welcome you to our school. We are looking forward to an incredible year with your child. We take pride in providing an excellent educational program using art integration to enhance the learning for your child. Our school emphasizes growth, both academically and socially, in a warm, caring, and stimulating environment.

In order to ensure a successful educational experience, it is important that you and your child are aware of the school's expectations and procedures. This handbook includes a review of some of the policies, procedures, and guidelines that are a part of Advantage Arts Academy. Please take a moment to review the contents of this handbook with your child. Your support and knowledge of the school's procedures will help our school provide a productive experience for you and your child.

You are the first and most important teacher your child will have. Your support and belief in our school will help us be a more successful team. If you have information related to your child that would help us, please communicate this information on a regular basis to your child's teacher. Your comments and suggestions are important to us and are always welcome.

We look forward to sharing a successful and exciting school year with you! We invite you to visit our school, attend our programs, and participate in our volunteer program and committees. We are happy and fortunate to have your child as part of our school community.

Sincerely,
Mr. Kano
Principal

GENERAL INFORMATION

Advantage Arts Academy

6171 W. 11800 S.
HERRIMAN, UTAH 84096

Office Hours: 8:00 a.m.—4:00 p.m.
School Hours Grades K—6: 8:45 a.m.—3:15 p.m.
AM Kindergarten: 8:45 a.m. – 11:30 a.m.
PM Kindergarten: 12:30 p.m. – 3:15 p.m.

BOARD OF DIRECTORS		
Jodi Hart	President	jhart@advantagearts.org
Doug James	Vice President	djames@advantagearts.org
Chris Findley	Financial Coordinator	cfindley@advantagesarts.org
Kim Dohrer	Secretary	kdohrer@advantagearts.org
Suzy Mortensen	Member	smortensen@advantagearts.org

Advantage Arts Academy (AAA) is a public school chartered under the Utah State Charter School Board (SCSB). The AAA Board of Directors is a non-profit board of professionals and others established to oversee the implementation of the charter as approved by the SCSB Board. Responsibilities include but are limited to the following:

- Define school curriculum and policy
- Ensure that the school’s purpose, vision and core policy continue the vision of the school as presented in the charter
- Consider recommendations of administration regarding changes in staffing, programs or curriculum
- Monitor school budget through monthly/quarterly reports
- Determine the annual budget with the administration
- Oversee reporting to the state

ADMINISTRATION		
Jonathan Kano	Principal/Director	jkano@advantagearts.org

WHAT IS A CHARTER SCHOOL?

As defined by the national alliance of Public Charter Schools (www.publiccharters.org): Charter schools are independent public schools allowed freedom to be more innovative, while being held accountable for improved student achievement. They foster a partnership between parents, teachers and students to create an environment in which parents can be more involved, teachers are given the freedom to innovate and students are provided the structure they need to learn, with all three held accountable for improved student achievement.

Advantage Arts Academy Mission:

The mission of Advantage Arts Academy, in alignment with the Beverley Taylor Sorenson Arts Learning Program, is to effectively increase our students' performance in every subject, as well as improve students' core academic capacity, emotional well-being, arts awareness, and social skills.

Advantage Arts Academy Vision:

The school's vision incorporates the four components of the Beverley Taylor Sorenson Arts Learning Program. These components include:

- Art Integration with the core curriculum
- Collaborative planning time with the Arts Integration Specialist and classroom teacher
- Time for side-by-side teaching
- Professional development provided by professional development partners

SCHEDULE

Daily Schedule

8:30 a.m.	Campus opens to students
8:45 a.m.	Classes begin in building
3:15 p.m.	Dismissal for all students

Lunch Times

All Day Kindergarten	10:45 – 11:25
Grades 1 - 2	11:00 – 11:40
Grades 3 - 4	11:40 – 12:20
Grades 5 - 6	12:20 - 1:00

Half Day Kindergarten Times

AM Kindergarten	8:45 am - 11:30 am
PM Kindergarten	12:30 pm – 3:15 pm

Early Out Day – Friday

Grades 1-6	8:45 – 1:30
AM Kindergarten	8:45 – 10:30
PM Kindergarten	11:45 – 1:30

ARRIVAL/DISMISSAL

We ask that parents follow our designated traffic pattern of entering the Advantage Arts Academy parking lot from the

Drop off: There are TWO designated drop off locations depending on grade level.

If you are dropping off students in kindergarten, parents should be on the inside lane to drop off kindergarten students in front of the kindergarten entrance.

If you are dropping off students in grades 1 – 6, parents should drop students off on the sidewalk by the front entrance of the building. Students should enter through front doors and walk into the building.

All students will enter the building and proceed directly to their classroom upon arrival on campus. **Students should not be on campus before 8:30 am** and will be considered tardy upon arrival after 8:45 am. Advantage Arts Academy is a closed campus. If you need individual assistance, please stop in the front office or schedule an appointment with your child's teacher.

Pick up: At the end of the school day, students should meet at the line of the *youngest child in the carpool*.

Students in grades K/1 (and all children in the carpool) will be picked up in the loading area on the left side of the front doors.

Students in grades 2 – 3 (and all children in the carpool) will be picked up on the right side of the front doors.

Students in grades 4-6 will be picked up in the back of the school. Please use only ONE lane for pick up. Passing other cars in the back creates a safety concern.

Parents should not begin 'staging' for pick up until after 3:00. If you attempt to stop/stand in our car loop before 3:00, you will be asked to move.

Please display a sign in your front window with the teacher and child's name of the youngest child in the carpool (see sample). Please use the colored cardstock provided by the school. Students will be escorted to your vehicle. If you choose to have your child meet you in another location, you must notify your child's teacher that you give permission for them to leave campus. This is for your and your child's safety.

If the youngest child in your carpool is in . . .

KINDERGARTEN: Pink Sign

1st GRADE: Blue Sign

2nd GRADE: Yellow Sign

3rd GRADE: Orange Sign

4th GRADE: Green Sign

5th GRADE: Purple Sign

6th GRADE: Red Sign

<p><u>TEACHER</u></p> <p>Student's Name</p>

<p><u>Mrs. Simonsen</u></p> <p>Charlie Smith</p>
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EXAMPLE

ART INTEGRATION

Advantage Arts Academy (AAA) utilizes an array of methods to incorporate arts into the curriculum to support elementary student academic success. AAA's purpose is to continue to improve student learning and increase choice of learning opportunities for students. The school will focus on engaging instruction that is aligned to the Utah Core Standards. Utilizing all of the elements of Beverley Taylor Sorenson Arts Learning Program (BTSALP) model, AAA teachers will help students meet and exceed student achievement goals by engaging them through arts integration in the core curriculum.

“The arts, it has been said, cannot change the world, but they may change the human beings who might change the world.”

- *Maxine Green*

By integrating arts into daily learning, schools have seen the following student improvements:

- State Assessment Test Scores
- Higher Attendance Rates
- Increased Retention
- Boosted Self Esteem

“Arts Integration” is defined by the Kennedy Center as an approach to teaching in which students construct and demonstrate understanding through an art form (2016, Arts in Education Research Study). The Kennedy Center research study found students in arts-integrated classrooms are more creative, engaged, and effective at problem solving than their counterparts who are not in arts-integrated classrooms.

The Beverley Taylor Sorenson Arts Learning Program (BTSALP) models focus is to provide arts-integrated instruction to elementary-age kids. The goal is to increase student performance in all subjects and throughout the curriculum. The infrastructure of the program is divided into four art disciplines:

- Visual Arts
- Dance
- Music
- Theater

“I believe arts education in music, theater, dance, and the visual arts is one of the most creative ways we have to find the gold that is buried just beneath the surface. They (children) have an enthusiasm for life a spark of creativity, and vivid imaginations that need training – training that prepares them to become confident young men and women.”

– *Richard W. Riley, Former US Secretary of Education*

Advantage Arts Academy Family Handbook

AAA's commitment to aligning with the Beverley Taylor Sorenson Arts Learning Program (BTSALP) model is reflected in the following goals:

1. Define and refine expectations across BTSALP model program implementation areas
2. Develop infrastructure to support the implementation of the BTSALP model
3. Align subject core and arts core to maximize use of the BTSALP model and provide resources for other schools
4. Generate coherence between BTSALP model and other school organization and structures, teaching and learning expectations, reforms/initiatives, and school improvement efforts
5. Develop leadership capacity for arts integration across the school and among stakeholders
6. Ensure and share resources such as time, physical space, materials, curriculum, training and development, and staff
7. Cultivate support among multiple stakeholders, including the school community, the district, the universities, and the state

ATTENDANCE POLICY

Regular attendance in school leads to increased student achievement, and students benefit from the education opportunities provided by our dedicated staff. Absences and tardiness also cause disruptions in your child's learning. It is the responsibility of the parents/guardians to ensure student attendance.

Please be reminded that a student who exceeds twenty (20) absences during the school year may be retained in the current grade. You will be asked to meet with the principal and sign retention paperwork if there is a concern regarding attendance after 20 absences.

Excused Absences: A written communication documenting a valid excuse must be received from the student's parents/guardian within one (1) business day of the absence in order for the absence to be excused. In the event of multiple consecutive absences, written communication must be received within three (3) business days of the student's return to school. All written communication must be submitted to the school office, not the classroom teacher. In the event of an unforeseeable illness or emergency, the School should be notified as soon as reasonably possible. Students shall be allowed a minimum of three days to complete make-up work. Students shall be allowed a minimum of three days to complete make-up work.

Preapproved Extended Absence: A parent/guardian may request approval from the Principal prior to a student's extended absence of up to ten (10) days per school year. The Principal will approve the absence if the Principal determines that the extended absence will not adversely impact the student's education.

Make-up Work: The teacher will provide the student or the parent/guardian with any make-up work upon request. Make-up work must be completed within three days.

Tardiness: A student is tardy if he or she is not in the assigned classroom by 8:45 a.m. **If your child arrives after 8:45 a.m. the parent/guardian will need to sign the student in through the main office.** In general, tardiness will be handled on an individual basis with the teacher. If a student is chronically tardy, then the student may be referred to the administration.

BIRTHDAYS

Flowers and latex free balloons sent to the school will be kept in the office until the end of the day. Latex balloons are not allowed because of severe allergic reactions that many students and staff members could potentially suffer.

No gift exchanging will take place at school. If parents wish to send a individually wrapped small treat or trinket with their child for the class to share at the end of the day, **the teacher must be notified ahead of time.**

Please note that additional older OR younger siblings will not be permitted into the classroom during these celebrations; therefore, please make other arrangements.

DRESS CODE

Advantage Arts Academy will be following a policy of standard student attire. Wearing school uniforms, students will become part of a team. It is this team effort and sense of belonging that will help students experience a greater sense of identify and promote academic excellence.

Tops

- Shirts must be of a collared style, such as a polo or button-down shirt in any solid color
- No logos, designs, or patterns.
- No midriffs or crop tops

Bottoms (pants, shorts, skirts, jumpers)

Pants, Skirts, Shorts, Capris, Jumpers: Khaki (tan), black, or navy blue in color. Skirts/shorts must be fingertip length.

- No sweat suit pants, leggings or jeggings.
- Sagging, oversized pants are not allowed.
- Leggings must be school colors and worn under jumpers/skirts only.
- No logos, patterns, lace, sequins, etc.
- No tears, rips or holes will be permitted.

Outerwear: Outerwear should be a solid color or be removed upon entering the building. Outerwear worn in the building should be free of commercial logos on the front, back, or sleeve.

Shoes or Sneakers: Shoes/sneakers must fit securely on the foot. **Flip flops and heelies are not allowed.** Sandals may be worn provided that they don't interfere with the safety and welfare of the student. Shoes with heels should not be taller than 2 inches.

Accessories: Belts must be worn through belt loops and may not hang down or have a large buckle, and belts must be in neutral colors (white, brown, black); tights and leggings to be worn in school colors.

Hair: Hair color must not be a distraction to the learning environment. Hairstyles must be worn in a natural fashion.

**Administration reserves the right to deem hair color or hair style a distraction to instruction.*

Spirit Days: The last day of each week (typically Friday unless it is a shortened week) will be our scheduled 'Spirit Days'. Students are allowed to wear plain

colored t-shirts or a school logo t-shirt on Spirit Days with blue jeans. Jeans cannot have rips or tears. If spirit wear is not worn then students must be in uniform attire. This attire is only allowed on the last day of each week.

Please write student name on all clothing tags.

****Students who are not dressed in the standard attire noted above will be sent to the office to call home to ask parents to bring a change of clothes by 10am. Uniform clothing from the health office may be provided for students who are not able to change into the standard attire by 10am.***

EMERGENCY CONTACT INFORMATION

It is extremely important for the school to have current home and emergency telephone numbers and your current address so that you may be notified in case of an accident, illness, or emergency. If this information changes throughout the year, please inform the office or make changes by using your parent log in information on Aspire.

EMERGENCY DRILLS

Fire and other safety drills are conducted regularly in an effort to acquaint teachers and students with the necessary actions required to guarantee maximum safety for all students. They are guided through drills and assigned specific areas of safety where they are to go when a fire/disaster signal is given.

ENROLLMENT FOR NEXT SCHOOL YEAR

There will be three groups of students enrolling for the next school year. They are currently enrolled students, siblings of currently enrolled students that have not yet attended and new students. During January, you will receive an Enrollment Form (electronically) for the next school year. You must complete the form by putting all of the names of your currently enrolled children planning on returning, any siblings not previously enrolled but that will be new in the coming year, any children that may be enrolling in the future, and any children that will not be returning to AAA. There will be a deadline date on the form. If we do not receive the form by that date, those children currently enrolled may risk losing their positions for the next school year. The criteria for enrollment are as follows:

Currently Enrolled: We will attempt to accommodate enrollment for the next school year for all students attending AAA during the current school year. However, parents will need to list their student(s) name on the Enrollment Form and submit the form by the given deadline. Your

Advantage Arts Academy Family Handbook

child(ren) may risk losing their position(s) for the coming year if enrollment forms are not received by the deadline.

Siblings of Currently Enrolled Students: Generally, we will attempt to accommodate enrollment of all siblings of currently enrolled students. However, if there are more siblings for a particular grade level than there is space, then there will be a lottery of all siblings for that grade level.

New Students: Those applying for enrollment with AAA for the first time must submit all of the appropriate paperwork. These names will go through the lottery process for selection.

FIELD TRIPS

Teachers are encouraged to take their classes on educational field trips. Permission from parents is needed for participation in field trips. Permission slips are sent home by teachers and need to be signed by the parents and returned to school prior to the scheduled field trip. If school transportation is provided, students must ride the bus to and from the field trip. If a parent needs to pick up their student during a field trip, they must come to the office and follow the checkout procedure prior to picking up their student.

GRADE REPORTING

Student achievement levels will be reported on semester progress reports as well as through the Parent Portal on Aspire. There is a link to this portal on the school's website.

Achievement for students in **kindergarten** will be reported as Approaches, Meets, or Exceeds for the core subject areas (English/Language Arts, Math, Science, Social Studies) with Content Standards under ELA and Math reported as exceeds, meets, approaches, and emerging.

Achievement for students in **grades 1 – 5** will be reported as grades Approaches, Meets, or Exceeds for core subject areas (English/Language Arts, Math, Science, Social Studies) with Strands under ELA and Math reported as exceeds, meets, approaches, and emerging. **Grades 6th** will be reporting as grades with A-F.

The structure for ELA is as follows:

- Reading
 - Literature
 - Informational Text
 - Foundational Skills

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Writing
Speaking & Listening

The structure for Mathematics is as follows:

Mathematics

Counting & Cardinality (Kindergarten only)
Operations & Algebraic Thinking (K-5)
Numbers & Operations in Base Ten (K-5)
Numbers & Operations – Fractions (3 – 5)
Measurement & Data (K – 5)
Geometry (K – 5)

Other content areas included in the Report of Progress:

Science
Social Studies
Art
PE/Movement
Music
Typing

HARASSMENT POLICY

Advantage Arts Academy will absolutely **NOT TOLERATE** bullying or harassment of any kind. The administration at Advantage Arts Academy will take an extremely hard stance against students who are bullying, threatening, and discouraging other students. Bullying, cyber bullying, text bullying all have become a national safety issue and Advantage Arts Academy is committed to providing a safe and orderly environment where students, staff, and parents are treated with courtesy and respect. Any form of bullying/harassment by staff, students, or parents including cyber, verbal, written, or physical is strictly prohibited. If you are being bullied or harassed, please report it **IMMEDIATELY** to a teacher or principal. Those who are bullying/harassing will be dealt with immediately.

There are questions that arise when understanding if your student is being bullied or if there is a conflict between students. Please refer to the chart on the next page to better help you understand what is bullying or what might be conflict.

Conflict VS. Bullying

Bullying is...

A person is being bullied or victimized when he or she is exposed, repeatedly and over time, to negative actions on the part of one or more persons. (OLWEUS, 1991)

Conflict is...

Conflict is a normal part of growing up. Normal conflict may require some adult assistance in resolving issues, but typically students from kindergarten to 6th grade learn how to work out their differences on their own. Bullying is different because it involves the danger of someone being physically or emotionally hurt.

Is it Bullying or is it Conflict?

Normal Peer Conflict	Bullying
Equal power or friends	Imbalance of power, not friends
Happens occasionally	Repeated negative actions
Accidental	Purposeful
Not serious	Serious with threat of physical or emotional harm
Equal emotional reaction	Strong emotional reaction from victim and little or not emotional reaction from bully
Not seeking power or attention	Seeking power, control or material things
Not trying to get something	Attempt to gain material things or power
Remorse—will take responsibility	No remorse—blames victim
Efforts to Solve the Problem	No effort to solve the problem

HEALTH OFFICE INFORMATION

MEDICAL INFORMATION/MEDICATION

If your child requires medication at school, there are specific guidelines that must be followed. No medication can be given without written orders from a physician and parents. We have a special form for this in the office. If you want medication given to your child before the doctor gets the form to us, you must come to school and administer the medication to your child. It is your responsibility to get the written information to us and send the medicine to school in the appropriately labeled original container. The above rules apply not only to prescription drugs, but also to aspirin, cough syrup, and all over-the-counter remedies. **Under no circumstances is the school allowed to administer any medication to a student without a prescription.**

If you have any questions, please call the school office. The campus principal has designated that an office staff member will administer all student medications. Pursuant to State and Federal law, asthma inhalers may be kept by the student if the appropriate forms are on file in the office. Teachers will not keep medicine in the classrooms or give students medications.

School personnel who administer medication in compliance with this Board policy are not liable civilly or criminally, for any adverse reaction suffered by the student as a result of taking the medication nor discontinuing administration of the medication.

INJURIES

Students are instructed to report all accidents involving an injury to their classroom teacher, administrator, office staff member, recess aide or any other responsible adult. On occasion, students do not tell school personnel that they have had an accident. Parents who discover that their child had an accident at school that he/she did not report should inform the office at their earliest convenience.

ILLNESS

If your child is sick, please keep them home. Otherwise, your child will be expected to participate in all activities. Keep your child home when he/she has a fever, has been on an antibiotic for less than 24 hours, the length of time identified by your doctor, etc. Remember, sending your sick child to school only spreads the "bug" to others. If a situation arises during the school day when a child becomes ill, he/she will be sent home after parents have been notified and proper arrangements have been made to pick up your child.

IMMUNIZATIONS

In compliance with state law and in consideration of the safety of all students, immunizations must be kept current. Failure to comply with immunization requirements will result in immediate dismissal from school. An immunization waiver may be obtained from the Utah Health Department.

HEAD LICE

Head lice seem to be a fact of life in elementary school. When we discover lice on a child, we will call the parents to remove the child from school for treatment. Isolated cases of head lice are treated as such and only the affected children's parents are notified. If we have several children in a classroom infected, we will send a notice of a head lice outbreak to the parents of all children in that classroom. If we encounter outbreaks in several classrooms, we will send a general notice out to all AAA parents.

HOMework

Our school's policy is that homework will be a daily reading assignment from Monday through Thursday. Your child should be reading at least 15 minutes per night in the primary grades and at least 20 minutes per night in the intermediate and middle/high school grades.

Additional homework assignments may be assigned when students do not finish their school work during the day or if there is a special project that is being assigned by the classroom teacher.

INCLEMENT WEATHER/SCHOOL CLOSURE/LATE START

In case of severe weather which may make it necessary to cancel or delay school, an official notice will be posted on the school website and sent through our notification systems.

LIBRARY

Our library is an incredible resource for our school. Students will be visiting the library each week for book checkout and story time. Books should be returned each week during the regular library time. Please talk with your child about taking good care of these books. Students are responsible for the condition of returned books. Proper care of books will eliminate damage/lost fines.

Lost book: Student will be charged the replacement fee.

Damaged/Unusable: Student will be charged the replacement fee.

LIBRARY DONATION OPPORTUNITY

Advantage Arts Academy Library will gladly accept gifts of new books and other solicited materials. Students are encouraged to donate a book to the library on their birthday. Books are carefully reviewed by our librarian and cataloged.

LIBRARY VOLUNTEER OPPORTUNITY

Volunteers are welcome in the library. Time can be scheduled in regular weekly intervals, or we welcome parents who can drop by and give time here and there. The volunteers help with shelving the books, returning and entering books in the computer, putting labels and barcodes on books, pulling books for teachers, straightening shelves, cleaning books, and assisting students in finding book choices. It is a warm, welcoming environment.

LOCKERS

Lockers are available to students in grades 1-6. Lockers are school property and should be treated with respect. They are made available for student use to store school supplies and personal items necessary for use at school and may be used with the following conditions:

- No food should be left in a locker overnight. Stickers are not allowed on the inside or outside of the locker.
- Students 1st to 5th grade are not allowed to have locks on their lockers. 6th grade can have locks.
- Students are not allowed to share a locker.
- Students are responsible for locker damage and condition.
- Students may not write in or on lockers or decorate with anything that is difficult to remove.
- Students must keep their lockers clean.
- Students must use the locker assigned to them (In the event that a student needs to make a change to lockers please notify the teacher.)

Violation of locker usage will result in an appropriate consequence. AAA retains the right to inspect the locker and its contents to ensure that the locker is being used for its' intended purpose, and to eliminate hazards, maintain sanitary conditions, attempt to locate lost or stolen material, and prevent the storage of prohibited/dangerous materials such as weapons, illegal drugs, alcohol, or tobacco. Lockers remain school property and students will have no expectation of privacy. AAA assumes NO responsibility for loss or damage to any item in a locker, locked or unlocked.

Any damages should be reported immediately to the office and any damage caused by misuse will be charged to the student occupying the locker. These lockers are not to be used to store items which cause or can reasonably be foreseen to cause, an interference with school purposes or an educational function or which are forbidden by state law or school rules. Repeated infractions may result in termination of the use of lockers. Restitution will be made for any damage to lockers.

LOST AND FOUND

Children are sometimes inclined to lose things. [Please mark all items clearly with your child's name.](#) This simple measure will help us return items quickly. Students can claim lost items by checking the Lost and Found. Small items such as money, purses, jewelry, glasses, keys, and cell phones can be claimed in the school office. Periodically throughout the year, accumulated items will be donated to local charities.

LUNCH PROGRAM

Advantage Arts Academy (AAA) has secured outside vendors to bring in hot food items for the students each day. A breakfast and lunch menu will be provided to the students

Advantage Arts Academy Family Handbook

as well as posted on the school's website. The cost is \$1.65 for breakfast and \$2.75 for lunch. Lunch and breakfast are completely optional. Lunch count will be taken each morning by 9:00 a.m. Because these meals are catered, lunches will ONLY be served for the students indicating that they would like to purchase hot lunch. Additional hot lunches will not be available. If students do not purchase from the hot food vendors, they are expected to bring lunch from home each day. *If your child arrives to school after 9:00 a.m., please be prepared to provide a lunch from home as lunch count orders will have already been submitted.*

Free and reduced-price meals will be provided as outline in the Child Nutrition Program Agreement with the Utah State Board of Education.

Parents may obtain an application from the campus principal of the school their child is attending. This completed and signed application will be returned to the campus principal for appropriate action and notification of school lunch personnel.

Students in grades K - 6 are to enter the cafeteria quietly and sit at the assigned tables. Students who bring their lunch will be sent directly to their table. Students are expected to stay seated and raise their hand if needing assistance. Students should be encouraged to use the restroom prior to lunch period. Students are to stay seated and speak quietly (using restaurant voices) until directions are given for dismissal. When the lunch period is over, classes will be dismissed by class so all areas can be monitored for cleanliness. When the students are dismissed, they will gather their trash from their area and dispose of it in the trash cans. Students then will go out for a 20 minute recess.

If your student(s) has any know food/milk allergies it must be documented by a physician. If at any time your student(s) requires a special item at lunch, a specialized form must come from a physician and be given to the office to be kept in the student's record. Documentation needs to be updated yearly.

PARENT RESPONSIBILITIES

Parents are strongly encouraged to volunteer 30 hours per family to educational/school support needs, regardless of enrollment date. Some of these hours may be performed at home, off hours, or on weekends. Research has shown that students perform better when parents/guardians are involved in their child's education.

Parent involvement will:

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- Allow teachers to focus more on their teaching instruction by relieving them of some of the everyday secondary tasks required in the classroom.
- Provide parents a feeling of ownership in the school and their children's education.
- Develop strong parent/teacher relationships that will be effective in enhancing and maximizing the learning experience of every child.

PARTIES

School parties for grades K—6 will be held to recognize special holidays/events that are related appropriately to instruction. Details of celebrations will be announced during the year. Parents may be asked to assist teachers with special preparations. Any type of holiday celebration will be limited to the last 30 minutes of the day or at a time specified by the teacher.

PERSONAL BELONGINGS

Items such as electronic games, iPad, toys, cameras, and trading cards are NOT ALLOWED on campus and should be left at home. Non-essential items will be confiscated and returned to a parent or guardian. The school is not responsible for lost, stolen, or damaged items that are brought to school.

PHONE USE POLICY

- Students should only use the office telephone for any calls that need to be made while on campus.
- Students must have a pass from their classroom teacher to use the front office phone during school hours. This should be reserved for emergencies only.
- PHONE MESSAGES TO STUDENTS – Messages will not be delivered to students during instructional time.

STUDENT CELL PHONE POLICIES

- Cell phones are not to be used during instructional hours.
- Cell phones must be kept in the off position and stored in the child's backpack.
- Cell phones may NOT use them while on the playground, during breakfast or lunch, in the hallways or classrooms or any private area of the school like restrooms, locker rooms, etc.
- Pictures and videos are not to be taken at any time.
- Texting is considered the same as cell phone use.

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Students violating the rules governing cell phone use can face confiscation of their phones and other disciplinary measures depending on the number of infractions.

Watches capable of calling or messaging are not to be used during school hours. Students should not leave class to use their cell phones or watches to contact home. Please encourage your student to use the office phone to call home.

PICKING UP STUDENTS DURING SCHOOL HOURS

Students who need to be released from school during the school hours must be released from the office. Students will only be released to the parent, guardian, or other person(s) listed on school enrollment forms. Please be prepared to show proper identification. **VOLUNTEERS must sign out their children before leaving campus. Students may not be taken from the classrooms by parents but must be called down from the front desk.

The end of the school day is an extremely busy time in the office and classroom. **Students may not be dismissed from classroom instruction between 3:00 p.m.—3:15 p.m.** Please make prior arrangements with your child for after school destinations. Phone calls and messages toward the end of the day may not reach the student before dismissal.

RECESS

All students are expected to participate in physical activity. Please dress your child(ren) according to the weather. Students will continue to have outdoor recess throughout the winter and spring months as long as the temperature allows. Outdoor recess may be canceled due to extreme temperatures, heavy rain, hail or severe storms. Students will not be allowed to stay indoors without a parent/doctor's note excusing them from outdoor activities, recess or P.E. The guidelines for proper winter wear vary from day to day. Please be sure that children come prepared for outside recess daily. With the onset of winter, we check with the local weather service frequently on the computer to monitor the current temperature and wind chill. We also walk outside and check before sending children outside if there is a question as to whether children should be inside or out. Our general rule of thumb is that if the temperature is above 20 degrees, and it is not wet, and there are no air quality issues, we're outside.

If there is damp weather and/or a wind chill issue, then we will more than likely be inside. We try to have the children outside as much as possible for recess to give them ample opportunity for physical activities and to meet national exercise standards for children.

RETENTION POLICY

Advantage Arts Academy has implemented a strict policy regarding retention. Students can be retained based on three criteria: academics, attendance, or behavior. Students must meet specific levels of performance in order to be promoted. For students who are not meeting grade level performance levels and are at risk for retention, the parent/guardian will be notified in a timely manner to provide opportunities for intervention and remediation. At the end of the year, the student's data will be reviewed in conjunction with the parent/guardian and a determination of grade level retention will be made.

Students in grades kindergarten through sixth grade must successfully pass the following courses for promotion to the next grade: reading, writing, mathematics, social studies, and science.

SCHOOL PROPERTY

Advantage Arts Academy would like to stress the importance of taking proper care of textbooks, library books, Chromebooks, and school property with your child. Students are held responsible for the condition and proper usage of all textbooks and similarly related materials. ***All items must be paid for if lost, damaged, stolen, or defaced.*** Any student damaging school property is held responsible for any replacement or repairs needed.

*****PARENT REMINDER!***

Advantage Arts Academy supports the belief that education is important. Please be aware that we are unable to deliver messages or forgotten items (lunches, money, cell phones, homework, supplies) during class time. Please support us in our endeavor to limit classroom disruption by reminding students to bring all necessary materials with them to school. Your support and cooperation are greatly appreciated.

SCHOOL SUPPLIES

Utah law requires that schools furnish students with necessary daily school supplies, such as pencils, crayons, paper, and rulers for elementary students. However, you may desire to provide your child(ren) with a pencil box and other kinds of supplies. In addition, periodically there may be specific supplies needed from home for special projects. Classroom teachers will notify parents when this occurs. A list of required supplies for students will be provided at the beginning of the school year and on the website.

SCREENINGS

Vision screenings will be conducted for the kindergarten and fourth grade students by the staff during the school year. Please contact the office if you have questions regarding these health screening programs.

STUDENT RESPONSIBILITIES

MANNERS MATTER

Three basic expectations for all students, parents, and staff members of Advantage Arts Academy are the following:

Safety

Keep hands and feet to self/no fighting.
Walk in the building.

Respect

Treat others as you wish to be treated.
Be prepared.
Be courteous.
Use appropriate language.
Listen to each other.
Remember that you represent yourself, family and community.

Responsibility

Try your best at all times.
Follow directions.
Complete your school work.
If you make a mess, help clean it up.
If you make a mistake, be honest.

Take care of your equipment/school property.
Be on time.

CODE OF RESPECT

A Code of Respect is set in place to ensure the safety of students and staff and create an environment conducive to learning.

Failure to abide by the school's Code of Respect will result in the student receiving a Citation. Parents/guardians are expected to sign and return the Citation to the teacher or staff member issuing the behavior report. Citations generally require no further action. In most instances, a class discussion of acceptable and unacceptable behavior heads off the need for parental conference or further consequences. However, it is recognized that parents are the child's first and most important educators. Advantage Arts Academy emphasizes the importance of the family in the child's development and seeks to create a partnership with parents/guardians. Such a partnership is a two-way, interactive process. Consequently, the primary intent of sending a Citation to the parent/guardian is to keep the family informed of the child's conduct at school and to enlist support and reinforcement of good behavior.

Upon receipt of multiple citations pertaining to the same inappropriate behavior or upon more serious offenses, teachers may find it necessary to complete an Incident Report and send that student to the principal's office for immediate action.

These situations are typically more habitual and/or disruptive and require immediate attention. Certain violations may require a more severe consequence which includes but is not limited to:

- Conference with Student & Parent Phone Call
- Lunch Detention/Loss of Recess
- In House Suspension
- Off – Campus Suspension
- Expulsion and Revocation of Enrollment
- Law Enforcement Involvement

Committing, participating in or unlawfully attempting any of the following activities or acts in school buildings or on school property is prohibited and may constitute cause for disciplinary action. In addition, students at school-sponsored, off campus events and those using charter school sponsored transportation shall be governed by the policies, rules, regulations, and procedures established in this handbook. Any criminal act shall be reported at once to the local police or sheriff's office. The student's parent(s) or guardian(s) shall also be notified, if possible. The school will take disciplinary action, whether or not criminal charges result. (See suspensions at the end of the document for more information on consequences.)

SUSPENSIONS

Advantage Arts Academy Family Handbook

Suspension is the temporary removal of a student from school or from school-sponsored activities. Students may be suspended for the following reasons:

1. Violation of any state law or local ordinance in a school building, on school grounds, or at a school-sponsored activity.
2. Violation of rules, policies, and procedures established for charter schools as outlined in this manual.
3. Student actions or inactions at school or a school-sponsored activity that disrupt, interfere with, or pose a threat to the educational program, other students, staff, visitors, or the student personally.

The primary purpose of suspension is to give the student, his/her parent(s) or guardian(s), and the school the time needed to resolve a problem. The duration of suspension is related to a course of action designed to resolve the problem.

SPECIAL CONDITIONS OF SUSPENSION:

1. A student may not participate in extracurricular activities during the term of his/her suspension.
2. Suspensions may be reflected in the student's class citizenship or school citizenship grade.
3. Notations of suspensions from school will be made in the student's cumulative folder.
4. Schoolwork missed as a result of suspensions that last 10 days or less may be made up through the completion of make-up work. Any work that cannot be made up, or is not made up, will result in the lowering of the academic grade for the grading period, and it may result in loss of credit.

A student may be removed from school immediately for any of the following:

1. Posing a continuing danger to persons or property,
2. Posing an ongoing threat of disrupting the academic process,
3. Selling or distributing any controlled substance, or
4. Being found in possession of a dangerous weapon.

When a student is removed for any of these reasons the student shall be given an explanation of the reasons for his or her removal. The student shall also be given an explanation of pending proceedings, to be conducted as soon as practicable after removal, for his or her suspension or expulsion.

TESTING DATES

The proposed examination schedule will be aligned with any schedules of examinations of achievement and proficiency which are required by federal, state and local laws and regulations. All formal testing administrations dates will be aligned with schedules provided by the Department of Education.

Testing Calendar

Program	Grades	Testing Windows/Dates
Acadience (Math & ELA)	3-6	Beginning on the 120 th day of instruction
(Science)	5	Beginning on the 120 th day of instruction
WIDA World Class Instructional Design & Assessment	All Identified Students	Jan – Feb.
Benchmark Assessments	K-6	1 st Benchmark – Sept/Oct 2 nd Benchmark – Dec/Jan 3 rd Benchmark – Apr/May

TEACHER CONFERENCES

You will be invited to attend a formal teacher conference during the school year to discuss your child’s progress. Please make every effort to attend conferences when they are scheduled. It is by working cooperatively that we can provide the best education for your child. You may schedule a conference with your child’s teacher or the principal at any time. We especially encourage this when you have questions about your child’s progress, class work, or school policies. **Please do not interrupt classrooms during instructional time to conference with the teacher.** Please allow the teacher the opportunity to schedule an appointment to meet with you – to offer privacy and enough time to discuss your concerns without interruption.

Did You Know????

For every unit of time that there is an interruption, it takes the brain three times the length of time to focus back to where it was before the interruption.

VISITING SCHOOL

Parents and guardians are encouraged to visit the school frequently and take an active role in the education of their children. Parents are invited and welcome to visit the school. Visitors are required to check in at the office for a visitor's pass. Class visits are a time for observation and fulfilling volunteer hours. Any parent who wishes the option to work with students on an individual level must first take and pass a background check. Information regarding this check is available from the Office.

Any questions or conferences should be reserved for an appointed time when more privacy and time is available. It is necessary to call the school's office in advance to schedule a time that is convenient with the teacher if you wish to discuss your child's progress. Also, please understand that we cannot honor requests for relatives (including younger/older siblings) or friends to visit the school during the school day. Parents are not to interrupt instructional time or teacher's preparation periods without first scheduling an appointment.

Please leave small children at home if you plan to assist in the classroom. Teachers may not conduct private conferences with parents during instructional time unless a prior arrangement with the teacher has been made. Visitors should also remember to sign out and return the visitor's badge prior to leaving the school.

Advantage Arts Academy STUDENT INTERNET ACCESS AGREEMENT PARENT PERMISSION FORM

I am the parent/legal guardian of _____ . In giving permission for my child to use the ADVANTAGE ARTS ACADEMY Network to access the internet, I understand and agree that:

1. I have reviewed the Rules of Acceptable Use on the reverse side, and my child will comply with these rules.

Advantage Arts Academy Family Handbook

2. ADVANTAGE ARTS ACADEMY encourages use of the Internet’s valuable information and educational resources in an age-appropriate manner consistent with curriculum objectives. However, the Internet contains some materials that may be inaccurate, incomplete, outdated or offensive to some individuals and that may be considered inappropriate for children.

3. ADVANTAGE ARTS ACADEMY, its employees and the Board of Directors is not liable for any direct or indirect, incidental or consequential damages due to information gained and/or obtained via use of internet access, including, without limitation, access to other networks.

4. ADVANTAGE ARTS ACADEMY does not warrant that the functions of the network or any of the networks accessible through ADVANTAGE ARTS ACADEMY access points will meet any of the specific requirements you may have, or that internet access will be error free or uninterrupted. ADVANTAGE ARTS ACADEMY will not be liable for any direct or indirect, incidental or consequential damages (including lost data, information or profits) sustained or incurred in connection with the use, operation or inability to use internet access.

5. In consideration for the privilege of using ADVANTAGE ARTS ACADEMY network access and in consideration for having access to the public networks, I hereby release ADVANTAGE ARTS ACADEMY and its staff, administrators, operators, Board of Directors and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use, or inability to use, ADVANTAGE ARTS ACADEMY access, including, without limitation, the type of damages identified above.

6. If my child violates this agreement in any way, I understand that he/she may lose his/her Internet access privileges, temporarily or permanently. I may be held financially liable for any damage that my child causes to the computer hardware or software. Unlawful activities may result in criminal prosecution.

_____ I give permission for my child to have access to the ADVANTAGE ARTS ACADEMY Internet.

_____ I **do not** give permission for my child to have access to the ADVANTAGE ARTS ACADEMY Internet.

Parent/Guardian Signature _____ Date _____

Home Phone _____ Work or Cell Phone _____

ADVANTAGE ARTS ACADEMY
STUDENT INTERNET ACCESS AGREEMENT
STUDENT RULES AND ACCEPTABLE USE FORM

I understand that it is a privilege to use the ADVANTAGE ARTS ACADEMY network to access any public or other network, such as the Internet. I understand and agree with the following:

1. The privilege to use the ADVANTAGE ARTS ACADEMY network to access public and other networks may be revoked by ADVANTAGE ARTS ACADEMY at any time for abusive conduct or violation of the conditions of use below. This includes, but is not limited to: (1) the placing, transmission or deliberate access of obscene, abusive or otherwise offensive or objectionable language in any form using

Advantage Arts Academy Family Handbook

ADVANTAGE ARTS ACADEMY access; (2) plagiarism; and (3) use of the internet for the purpose of cyber bullying others. ADVANTAGE ARTS ACADEMY reserves the right to determine what constitutes abusive conduct or violation of ADVANTAGE ARTS ACADEMY policies.

2. ADVANTAGE ARTS ACADEMY has the right to review any material stored in ADVANTAGE ARTS ACADEMY files to which other ADVANTAGE ARTS ACADEMY users have access and to edit or remove any material which they, in their sole discretion, believe may be unlawful, obscene, abusive or otherwise objectionable. I hereby waive any right of privacy, which I may otherwise have in and to such material.

3. All information and services contained at Internet access points in ADVANTAGE ARTS ACADEMY are placed there for general informational purposes and are in no way intended to refer to or be applicable to any specific person, case or situation.

4. I am using this service at my own risk. ADVANTAGE ARTS ACADEMY is not able to monitor or control all information accessible through the internet and cannot be held responsible for all content.

5. Files downloaded from the internet may contain computer viruses. ADVANTAGE ARTS ACADEMY is not responsible for damage to my disk or computer or any loss of data, damage or liability that may occur from my use of ADVANTAGE ARTS ACADEMY computers.

6. I will not attempt to modify or tamper with ADVANTAGE ARTS ACADEMY's computer hardware or software, introduce viruses, or install or run any unauthorized programs.

7. I will not attempt to gain unauthorized access to other computers or networks, violate the acceptable use policies or any network to which I connect, or improperly read, copy, misappropriate, alter, misuse or destroy any information or files on this or other computers.

8. I will not use this access for unlawful activities, including violations of copyright law or other rights of third parties, or transmission of obscene, threatening or harassing material.

9. I will not use this access to operate an on-line business, distribute commercial advertising or represent myself as another person.

10. If I violate this agreement in any way, I understand that I may lose my internet access privileges temporarily or permanently. I may be held financially liable for any damage that I cause to ADVANTAGE ARTS ACADEMY computer hardware or software. Unlawful activities may result in criminal prosecution.

I have read the above Internet Rules and Acceptable Use and agree to abide by their provisions. I agree that violation of the agreement may result in the revocation of my public network access and related privileges.

Student name (print) _____ Grade _____

Student signature _____ Date _____

Advantage Arts Academy Family Handbook Acknowledgment

PLEASE SIGN AND RETURN THIS FORM

Advantage Arts Academy Family Handbook

to your child's teacher.

We have read the Advantage Arts Academy Family Handbook. My child/children and I understand and agree to cooperate with all of the policies contained therein. As a parent, I understand the importance of the Advantage Arts Academy Charter School Family Handbook and have explained it to my child/children in detail.

My child/children and I agree to adhere to the policies and regulations of the Family Handbook. I understand that failure to follow school regulations and policies will jeopardize my child/children's eligibility to register for the following academic year, or perhaps will result in dismissal from Advantage Arts Academy Charter School by the Governing Body of this institution.

Student Signature _____

Parent Signature _____

Teacher's Name _____

Grade _____

Sign and return this form to the office.



charterschoolot@gmail.com

Diane Peake, OTR/L, 801-644-4212

4909 Glasmann Way, South Ogden, UT 84403

Independent Contractor Agreement

2022-2023 School Year

This Independent Contractor Agreement (the “Agreement”) is effective as of the 1st day of August 2022 (the “Effective Date”) by and between Advantage Arts Academy (“School”) and Charter School Therapy (“CST”), Federal Tax ID No. 47-1401775.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, School and CST hereby mutually covenant and agree as set for the below.

1. Term

CST will provide those Services (as that term is defined in Section 2 below) for the 2022–2023 school year. The Services will terminate on June 30, 2023. If School and CST agree, in writing, to continue this Agreement into a subsequent school year, the terms of this Agreement will remain in full force and effect unless and until the earlier of (a) the parties enter into a new agreement regarding the subject matter hereof or (b) the parties terminate this Agreement as set forth in Section 6 hereof.

2. Contract Service

CST will provide to School the following services (“Services”) for students: screenings, evaluations, consultations, Individualized Education Plan (“IEP”) meetings as therapists are available, training for staff or parents, virtual services/packets, kindergarten screening, pre-referral to Special Education services, training for professional development to staff or parents, after school programming for student handwriting skills and/or motor skills programming, and administrative time for therapy and direct services, including work completed off-site that is directly related the Services, such as documentation, scoring evaluations, writing evaluation reports, updating IEP documentation, session preparation time, and any additional services as described in Exhibit A. (If no additional services are listed in Exhibit A, School acknowledges that there are no additional services.). CST and its subcontractors will create and maintain records of the Services provided to each student. CST agrees to comply with all State and Federal Special Education law where applicable. CST agrees to maintain its own professional liability insurance. Any subcontractor CST contracts with to provide services under this Agreement will have current, applicable professional credentials pursuant to State and local law.

CST will provide evaluation and therapy supplies used during direct or virtual service. Items to be used by the student at the school outside of the time of service may be lent by CST occasionally.

School will be required to purchase any additional therapy supplies requested or required by School. Any supplies purchased by School would remain school property.

CST has developed and is following COVID-19 safety protocols as mandated including, but not limited to wearing masks, sanitizing materials and equipment between appointments, and providing one-time use materials when applicable. Where the School requests additional materials for one-time use beyond those normally provided by CST, School will be required to purchase such additional supplies requested or required by School.

3. School Obligations

School shall be solely responsible for its own compliance with (i) all applicable State, local, and federal laws and regulations, including but not limited to all applicable education and special education laws and regulations; and (ii) all School and school district policies and procedures.

4. Maintenance of Records

CST shall maintain or supervise the maintenance of all records necessary to properly account for CST's performance and the payments made by School to CST under this Agreement. These records shall be retained by CST for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CST agrees to allow, at no additional cost, the State of Utah, federal auditors, and School staff, access to all such records.

5. Payments

School will pay CST \$77.00 per hour for the Services. There is a one (1) hour minimum charge for all Services completed on-site. CST will send a monthly invoice ("Invoice") for the Services within the first three (3) business days of each month. School shall pay the sums due under the Invoice within thirty (30) days after the date of the Invoice.

If a student fails to attend an appointment for virtual Services, CST will attempt to reach parents by phone, text, and email. If CST is unable to reach a student receiving virtual Services, CST will send a therapy packet of work relating to their IEP goals with a reminder for the student's next appointment. For students who fail to attend virtual Services appointments, CST will charge for the full amount of the Service time, plus a fifteen (15) minute administrative charge for the time spent attempting to contact the parent and/or student and sending the reminder packet. If a parent cancels the appointment less than twenty-four (24) hours in advance of the appointment, CST will provide the student with an email packet of therapeutic activities. For parents who cancel less than twenty-four (24) hours in advance of the appointment, CST will charge for fifty percent (50%) of the Service time.

If School fails to make any payment when due then, in addition to all other remedies that may be available:

(a) CST may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(b) School shall reimburse CST for all costs incurred by CST in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(c) if such failure continues for thirty (30) days following written notice thereof, CST may suspend performance of the Services until all past due amounts and interest thereon have been paid,

without incurring any obligation or liability to School by reason of such suspension, provided, however, that CST will perform any missed Services at its regular hourly rate once all past due amounts and interest thereon have been paid.

6. Termination

This Agreement may be terminated by either party for any or no reason on thirty (30) days written notice to the other party. CST reserves the right to terminate this Agreement immediately in the event that School materially breaches any provision of this Agreement, including, but not limited to Sections 3 and 5 herein. Notice shall be given by Certified Mail, addressed as follows:

For School:

Advantage Arts Academy
454 South East
Farmington, UT 84025

For CST:

Diane Peake
4909 Glasmann Way
South Ogden, UT 84403

or to such other address a party may specify to the other in writing.

7. Miscellaneous

a. Severability. In the event a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken. All portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms to give as much effect as possible to the intentions of the parties under this Agreement.

b. Governing Law and Mandatory Venue. This Agreement shall be governed by the laws of the State of Utah without regard to any conflict of law provisions. All claims or disputes arising hereunder or in any way relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts situated in Weber County, State of Utah, and each party hereby submits him/her/itself to the personal jurisdiction and mandatory venue of such courts. If any party violates this provision and files suit in another forum, the other party shall be entitled to anti-suit injunctive relief in the state and federal courts situated in Weber County, State of Utah, enjoining the action in the improper forum.

c. Successors and Assigns. This Agreement shall inure to and bind the heirs, devisees, executors, administrators, personal representatives, successors, and assigns, as applicable, of the respective parties hereto.

d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior

agreements and understandings with respect thereto. Notwithstanding any Utah statutory or common law to the contrary, this Agreement can be amended or modified only in a writing signed by CST and School, whether or not a claimed modification is supported by separate consideration.

e. No Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time. In addition, no course of dealing between the parties, nor any delay in exercising any rights or remedies hereunder or otherwise, shall operate as a waiver of any of the rights or remedies of the parties.

f. Headings. The headings of articles and paragraphs used in this Agreement are for convenience only and are not part of its operative language and shall not be used to affect the construction of any provisions hereof.

g. Attorney's Fees and Costs. If a legal action or other proceeding is brought by CST or School for enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred, in addition to any other relief to which such party may be entitled under applicable law.

Remainder of this page left intentionally blank.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Charter School Therapy

By: *Diane Peake, OTR/L*

6/4/2022

Its: Charter School Therapy Owner

Date

Advantage Arts Academy

By: _____

Its: _____

Date

Exhibit A

Additional Services

CST will provide the following Occupational Therapy Services: Evaluations, direct services, indirect services, virtual services, therapy packets, consultations, documentation, screenings, kindergarten screenings, pre-referral to Special Education services, staff and/or parent trainings, attending IEP or staff meetings as requested and available, after school programming for student handwriting skills and/or motor skills, program development, ESY (Extended School Year) and administrative time for services , including work completed off site that is directly related to the Services, such as documentation, , scoring test protocols ,writing evaluation reports, updating IEP documentation for goals and present levels and session preparation time.

If, at any time, School has questions or concerns about the Services, charges for the Services, or other items related to the Agreement, please contact Diane Peake at charterschoolot@gmail.com.

Utah Open & Public Meetings Act Annual Training Materials

DEFINITIONS

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

A “**Meeting**” is defined as (i) the “convening” of a public body (ii) with a “quorum” present. This includes a workshop or an executive session, whether in person or by means of electronic communications.

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

“**Convening**” means the calling together of the board by a person authorized to do so for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the board has jurisdiction or advisory power.

A “**Quorum**” is defined by the organization’s bylaws.

NOTICE REQUIREMENTS

Notice of public meetings must be: (i) posted at the principal office, or if that does not exist, at the building where the meeting is to be held; (ii) posted on the Utah Public Notice Website (www.utah.gov/pmnl/); and (iii) provided to newspaper/media (accomplished by posting on the Utah Public Notice website).

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

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

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

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

- 1) Electronic Meeting Notice Requirements. In addition to the public notice requirements for a regular meeting, notice for an electronic meeting must also include: (i) written notice at the anchor location (unless no anchor location exists in accordance with the exception below); and (ii) 24 hr. minimum notice to board members with a description of how they will be connected to the meeting.
- 2) Anchor Location Requirements. When holding an electronic meeting, the board must identify an “anchor location” and provide space where members of the public can attend the open portions of the meeting. The anchor location must be in the building/location where the board would normally meet if they were not holding an electronic meeting.

Exception to Anchor Location Requirement. No anchor location is required if the board chair determines: (i) that having an anchor location presents a substantial risk to the health or safety of those present at the anchor location; or (ii) the location where the board would normally meet has been ordered closed for public health/safety reasons. If no anchor location will be made available under this exception, the public notice for the meeting must include a statement of the chair’s risk determination, a summary of the facts supporting the determination, and information on how the public can attend electronically. The determination is valid for 30 days.

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

- 1) Written Minutes. Minutes must include the following:
 - a) the date, time and place of the meeting;
 - b) the names of members present and absent;
 - c) the substance of all matters proposed, discussed or decided (or audio link);
 - d) a record, by individual member, of each vote taken;
 - e) the name of any person who provides comments to the board, as well as a brief summary (or audio link) of their comment; and

- f) any information that a board member asks to be entered in the minutes.

Note: Pending minutes must indicate they are not approved.

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

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

- 3) Public Availability of Records:

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

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

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

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

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

5) Closed Session Records:

- a) *Recording Requirement.* Closed meetings must be recorded in their entirety *unless* the meeting was closed to discuss: (i) the character, professional competence or physical/mental health of an individual; or (ii) to discuss security personnel, devices or systems.

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

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

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



ANNUAL BOARD MEETING CALENDAR

Below are the tentative Advantage Arts Academy Board Meeting dates for the 2022-2023 school year. Meetings are tentatively scheduled for the fourth Monday bi-monthly at 10:00 AM. These dates are subject to change and additional meetings may take place. All meetings will be posted on the Utah Public Meeting Notice website at least twenty-four hours in advance.

August 22, 2022 at 10:00 AM

6171 W. 11800 S., Herriman, UT 84096

October 24, 2022 at 10:00 AM

6171 W. 11800 S., Herriman, UT 84096

December 12, 2022 at 10:00 AM

6171 W. 11800 S., Herriman, UT 84096

February 27, 2023 at 10:00 AM

6171 W. 11800 S., Herriman, UT 84096

April 24, 2023 at 10:00 AM

6171 W. 11800 S., Herriman, UT 84096

June 26, 2023 at 10:00 AM

6171 W. 11800 S., Herriman, UT 84096

Please note that meetings will generally be held at, or with an anchor location at, 6171 W. 11800 S., Herriman, UT 84096. Meetings may also be held electronically or at different locations as needed by the Board of Directors.