

# Board Meeting Packet

May 4, 2023



Location: North Star Academy, 2920 W. 14000 S., Bluffdale, UT 84065

### 4:30 PM Call to Order by Sidney Warnick

Public Comment (Comments will be limited to 3 minutes each.)

### 4:35 PM Board Training

• Jordan Shields will review the following policies: Dropout Prevention and Recovery Policy, Language Access Policy, Supervision of Students at School-Sponsored Activities Policy

### 4:45 PM Reports

- Director Report Tana Archer
  - o Celebrations
  - Enrollment
  - Summer Academy
  - Art Camp
  - o Positive Behavior Plan
  - Assessment
- Financial Review

### 5:30 PM Consent Items

 Approve March 23, 2023 Board Meeting Minutes and Closed Session Affidavit and April 13, 2023 Electronic Board Meeting Minutes

### **Business Items**

- Discuss and/or Vote to Approve Educational Service Provider (ESP) Contract with Academica West
- Discuss and/or Vote to Approve Assessment of Student Achievement Policy
- Discuss and/or Vote to Approve Dropout Prevention and Recovery Policy
- Discuss and/or Vote to Approve Language Access Policy
- Discuss and/or Vote to Approve Supervision of Students at School-Sponsored Activities Policy
- Discuss and/or Vote to Approve 2023-2024 Teacher and Student Success Act (TSSA) Program Plan
- Discuss and/or Vote to Approve 2023-2024 Sex Ed Committee
- Discuss and/or Vote to Approve 2023-2024 Employee Compensation Package
- Discuss and/or Vote to Approve Block Seal Expenses
- Discuss and/or Vote to Approve Asphalt Repair Expenses
- Discuss and/or Vote to Approve Technology Purchase

### 6:30 PM Discussion Items

- Climate Survey Results
- Calendaring
  - o 5.30.2023 Teacher Appreciation Luncheon
  - 2022-2023 Board Meeting Dates: Stakeholder Meeting 5.19.2023 at Bluffdale City Building, Annual Board Meeting 6.22.2023
  - Utah Association of Public Charter Schools: June 6-7, 2023, Davis Conference Center
  - o National Charter School Conference: June 18-21, 2023, Austin, TX
- 6:45 PM <u>Closed Session</u> to discuss an individual's character, professional competence, or physical or mental health pursuant to Utah Code 52-4-205(I)(a).
- 7:00 PM Adjourn Meeting

### **School Mission**

North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

### 2022-2023 School Wide Improvement Goal

My personal best is success. Best Effort + Attitude = Results

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

NSA Board Meeting Agenda: 5-4-2023



### North Star Academy Policy: Dropout Prevention and Recovery Policy Adopted:

**Policy** 

North Star Academy (the "School") adopts this policy in accordance with the requirements of Utah Code § 53G-9-801 *et seq.* and Utah Administrative Code R277-606.

For purposes of this policy, a "designated student" is a ninth-grade student:

- 1. Who has withdrawn from the School before completing ninth grade, who was dropped from average daily membership, and whose cohort has not yet graduated; or
- 2. Who is at risk of meeting the above criteria as determined by the School using the following risk factors:
  - a. Low academic performance, as measured by grades, test scores, or course failure:
  - b. Poor behavior, as measured by office disciplinary referrals, suspensions, or expulsions; and
  - c. Absenteeism, whether excused or unexcused absences, and including days tardy or truant.

The School will engage with or attempt to engage with designated students in order to offer dropout prevention and recovery services to them. Designated students may choose whether to enroll in the School's dropout prevention and recovery program. The services provided to designated students who enroll in this program will include:

- 1. Consulting with designated students and developing a learning plan to identify:
  - a. Barriers to regular school attendance;
  - b. An attainment goal; and
  - c. Means for achieving the attainment goal.
- 2. Monitoring a designated student's progress toward reaching the designated student's attainment goal. The attainment goal will be measurable and correlated with what would be considered a year's worth of progress.
- Providing tiered interventions and flexible enrollment options for a designated student
  who is not making progress toward reaching the student's attainment goal, including
  meeting regularly with the designated student. Membership days for the student will be
  determined according to the School's attendance and enrollment policies and
  procedures.



North Star Academy
Policy: Language Access Policy

Adopted: \_\_\_\_\_

### **Purpose**

The purpose of this policy is to help ensure that North Star Academy (the "School") provides access to its services, programs, and activities to persons who have limited English proficiency and understand languages other than English.

### **Definitions**

For purposes of this policy, the following terms have the following meanings:

"Primary language" means the first language spoken by a student and a student's parent/guardian.

"Interpretation" means simultaneous communication between a speaker of English and a speaker of another language.

"Translation" means written communication wherein the written words of one person are communicated to others in writing in a different language.

### **Policy**

### Language Access Coordinator

The School's Director shall designate a Language Access Coordinator who is responsible for implementing this policy at the School and ensuring that any necessary training on the policy is provided. The Language Access Coordinator may also recommend updates or changes to this policy in an effort to make the policy more effective.

### Notification to Employees

The School shall notify its employees of this policy, the rights of parents/guardians and students to receive language assistance services, and the proper procedures to access language assistance services as outlined in this policy.

### <u>Determination of Primary Language</u>

Within thirty (30) calendar days of a student's enrollment (or re-enrollment) in the School, the School shall determine the primary language spoken by the student and the student's parent/guardian, and if such language is not English, whether the student and parent/guardian require language assistance to communicate effectively with the School.

The School shall maintain a current record of the primary language of each parent/guardian of students enrolled in the School.

### Obligation to Provide Language Assistance Services

The School shall, consistent with this policy and applicable law, provide translation and interpretation services to students and parents/guardians who require language assistance in order to communicate effectively with the School.

### Interpretation Services

The School shall provide interpretation services during regular business hours to parents/guardians and their students who require such services in order to communicate with the School regarding critical information about the students' education. Depending upon availability, such interpretation services may be provided at the School, a reasonable location agreed upon by the School and a student's parent/guardian, or virtually.

The School shall provide the interpretation services described above for School activities, including but not limited to:

- (a) classroom activities:
- (b) impromptu and scheduled office visits or phone calls;
- (c) enrollment or registration processes;
- (d) the Individualized Education Program (IEP) process;
- (e) student educational and occupational planning processes;
- (f) fee waiver processes;
- (g) parent engagement activities;
- (h) student disciplinary meetings;
- (i) community councils (if any);
- (j) board meetings;
- (k) other School activities; and
- (I) other interactions between the parents/guardians of a student learning English and educational staff at the School.

### Translation Services

The School shall provide translations of School materials to parents/guardians and their children who require them to communicate effectively with the School, and such materials include, but are not limited to:

- (a) registration or enrollment materials, including home language surveys and English learning program entrance and exit notifications;
- (b) assignments and accompanying materials;
- (c) report cards or other progress reports;
- (d) student discipline policies and procedures;

- (e) grievance procedures and notices of rights and nondiscrimination;
- (f) parent or family handbooks;
- (g) requests for parent permission; and
- (h) any other guidance, including guidance on when oral interpretation is preferable to written translation, to improve instruction and assistance by teachers, counselors, and administrators to a student learning English and the student's parents/guardians and family.

### Centrally Produced Critical Communications

The School shall identify documents that it distributes or electronically communicates to parents/guardians containing critical information regarding their child's education, including, but not limited to, documents pertaining to:

- (a) registration, application, and selection;
- (b) standards and performance (e.g., standard text on report cards);
- (c) conduct, safety, and discipline;
- (d) special education and related services; and
- (e) transfers and withdrawals.

The School shall procure translations of the applicable critical communications listed above in a timely manner, in each of the covered languages, and work to make such translations available to parents/guardians and students of the School.

### Student-Specific Critical Documents

Where required under this policy, the School shall provide parents/guardians with a translation of important documents that contain individual, student-specific information regarding, but not limited to, their student's:

- (a) health;
- (b) safety;
- (c) legal or disciplinary matters; and
- (d) entitlement to public education or placement in any special education, English language learner or non-standard academic program.

### Qualifications of Interpreters and/or Translators

Individual interpreters and translators provided by the School do not have to be certified unless certification is required by law. However, they should be competent and, where possible, have experience providing interpretation or translation services for school activities and materials listed in this policy. Where deemed appropriate by the School's Director or Language Access Coordinator, the School may utilize online translation services such as Google Translate or Microsoft Translator to translate School materials or documents described in this policy.

The School shall follow its Special Education Policies and Procedures Manual when providing interpretation and translation services for students with disabilities.

### Complaints

If any parent/guardian or student feels that they are not receiving the language assistance services set forth in this policy, they may address those concerns through the School's Parent Grievance Policy.

### **Annual Review of Policy**

The School shall review this policy for efficacy on an annual basis. As part of this review, and for purposes of evaluating the effectiveness of this policy, the School may consult with its stakeholders and community members, refugee resettlement agencies, immigration services organizations, ethnic based community organizations.





North Star Academy
Policy: Supervision of Students at School-Sponsored Activities Policy
Adopted: \_\_\_\_\_

### **Purpose**

The purpose of this policy is to outline the supervisory responsibilities of North Star Academy (the "School") coaches and other designated School leaders (e.g., advisors, assistants, activity leaders, etc.) in connection with School-sponsored activities. Another purpose is to provide standards of behavior and conduct that such School coaches and designated leaders must follow.

### **Policy**

The School, School coaches, and other designated School leaders shall comply with Utah Administrative Code Rule R277-605.

### Supervision of Students

School coaches and other designated School leaders shall diligently supervise the students under their care or control at all times while on School-sponsored activities, including but not limited to supervising such students:

- (a) on the field or court, or at other competition or performance or activity sites:
- (b) in locker rooms (as appropriate), seating areas, eating establishments, and lodging facilities; and
- (c) while traveling.

School coaches and other designated School leaders are responsible for a student who is under their care or control for as long as a student remains on School grounds following a School-sponsored activity, subject to the following:

- (a) After a School-sponsored activity on School grounds is over, parents/guardians are responsible to pick up their child promptly after the activity or make arrangements for someone else to pick up their child promptly after the activity; and
- (b) If a child has not been picked up within 15 minutes of the School-sponsored activity ending, School coaches or other designated School leaders will contact the student's parent/guardian by telephone. If the student's parent/guardian cannot be reached by telephone, School coaches or other designated School leaders will contact, by telephone, the emergency contact(s), if any, designated by the student's parents/guardians. If neither the parent/guardian nor an emergency contact can be reached or are able to pick up the student in a timely manner, School coaches or other designated School leaders may contact

the police or the Division of Child and Family Services (DCFS) to report the situation.

If parents/guardians experience an emergency that causes them to run late or to be unable to have their child picked up within 15 minutes of a School-sponsored activity ending, they should notify the School coach or other designated School leader as soon as possible.

### **Behavior and Conduct**

School coaches and other designated School leaders shall be exemplary role models to students and shall not use alcoholic beverages, tobacco, controlled substances, or participate in promiscuous sexual relationships while on School-sponsored activities. School coaches and other designated School leaders shall act in a manner consistent with Utah Code § 53G-8-209 and shall not:

- (a) use foul, abusive, or profane language while engaged in School-related activities; or
- (b) permit hazing, demeaning, or assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order Utah law.

School coaches and other designated School leaders shall abide by the rules pertaining to athletic and activity clinics set forth in R277-605-5. School coaches shall satisfy all of the training requirements listed in R277-605-6, and the School shall maintain verification of the coaches' compliance with the training requirements.

### Director's Report 5.4.23 Tana Archer

### Celebrations: Congratulations Lushawn Butterfield

\_Each year NSA selects one teacher to represent our school at the South Valley Chamber of Commerce Teacher Recognition Luncheon. Yes, SO INCREDIBLY hard with so many outstanding individuals! Every other year the faculty nominates individuals and votes on the selection, then every other year the admin. selects the teacher. This year's recipient is Lushawn Butterfield! She was recognized at a luncheon with area principals and their recipients by the Mountain West Chamber of Commerce!



**Teacher Appreciation Week is underway -** PTO has put a lot of effort into celebrating our staff with over 4 hours of decorating Friday, April 28. Sample of pics below. So many NEW faces supporting PTO and they have done an incredible job.







### **Roarsome Reader Celebration:**

School librarian has challenged students to read 2 Newberry or Caldecott Award Winning Books.

5 Conquered it by March 20

10 Conquered the challenge by April 10

11 Conquered it by April 24!

Challenge continues throughout May as well.

### **Enrollment Update:**

- Full for next year
- Kindergarten Round Up
  - o 49 of 50 have brought in documentation and completed registration
- Middle School Registration
  - \* Great turnout
  - \* Drew a few from lottery

### **Professional Development**

Educator Paid Professional Leave By the Numbers

FY 23: HB 396

34 Employees Qualified

30 Submitted Plans Sept. 2023; all were approved

Dec 15, 2023 - \$12,173.68 paid out

April 30 or May 15, 2023 \$18442.17 paid out

Total 30,615.85

LETRS homework: 2 took pto; 9 worked outside school hours \$2,238.29

\$32,854.14 = LETRS Homework and HB 396

LETRS - 2/2 Administrators completed their units of study online and in person 11/11 have finished units 1-4

- Pre test Avg. 65%
- Post test Avg. 97%

2/11 were in cohort one on units 5-8

- Pre test Avg. 78%
- Post test Avg. 100% (only one has finished; other will this month)





4 staff members registered with hotel and flights arranged.

- Elem DGTL Member
- MS DGTL Member
- Admin.
- Tech Specialist

### **Summer Academy**

Dates: June 15, 20, 21, 22, 27, & 28 Currently have 7 teachers are interested and avail. to teach. Advertising begins in newsletter and via invites soon

Art camp - Back by POPULAR DEMAND
June 12 -16 & June Grades K-2
Grades 3-6

### 2022-2023 Survey Results

107 parents completed25 salaried teachers completed

### 7 paraprofessionals

### All Adults / Highlights

82% materials represent students' cultural background (14% don't know)

94% state school communicates in a timely and ongoing basis

79% state discipline is fair (10% don't know)

94% states school provides opportunities for students to take a lead role in organizing programs and activities

### Parent / Highlights

95% feel welcome at the school

96% state the school encourages me to be an active partner in the school

97% feel comfortable talking to an employee

98% state the community perception of NSA is positive

99% state students are recognized for positive behaviors

### Areas to Improve

25% bullying occurs often school

### Staff / Highlights

- All, but 2 felt school provides students with opportunities to take a lead in organizing programs and activities
- All, but 1 felt the staff get recognized for doing a good job
- 100% feel staff work to provide a safe and welcoming environment
- 97% feel comfortable discussing concerns with a supervisor (1 did not)
- 84% feel grateful the majority of time at work
- 94% feel happy the majority of time at work
- 97% feel this school is safe for students
- 91% feel there is trust among the staff

### Areas to Improve

- 2 people do not feel safe, they belong, are cared about, the heating/lighting/cooling teaching is hindered, or are treated equitably.
- 1 person is angry & depressed the majority of time they are at work
- 3 people state they have NOT had training in safety procedures for emergencies
- 5 do not feel prepared to respond appropriately to someone experiencing suicide

### Grade K-2 - 139 responded

(still reviewing)

### Grade 3-6 - 195 responded

### **Highlights**

85% feel happy most of the time at school

90% feel teachers at school care about them

92% of students feel safe at the school

93% State students are welcome at this school

92% state teachers teach them

98% know school expectations /95% rules are clear for behavior

96% have friends they trust at school

94% state they would stop bullying if they saw it

93% state adults help them with problems at school

### Areas to Improve

50% hear students use hurtful language toward others

35% bullying happens on playground

7% racial or ethnic problems occur at this school (only 12 students and 8 multi race)

### Grade 7-9 - 99 responded

### MS Highlights:

85% participate in some extra- curricular activities at school

86% of students feel they get along with each other in middle school

80% of students feel safe at this school

92% of students state cyberbullying & sexting does not occur

79% of students state positive behavior is recognized at the school

94% have friends they trust at school

89% believe they can overcome challenges in their life

93% know what to do if they see someone being bullied or harassed

Areas to Improve: 69% feel comfortable talking to an adult at school about a concern

74% Feel they belong at this school

69% of students feel the school holds discussions personal feelings and feelings of others (90% received lessons about getting along with others)

29% state bullying has occurred

23% state theft has occurred often at this school

56% state vandalism occurs often at this school

25% don't know how to ask for help when feeling sad or hopeless

19% Let people do mean things to them so they will accept them

### Progress of positive behavior plan FY23 - Attached in Board documents

# Assessment - Testing Calendar attached Achieve 3000 update

### **Sex Education Recommended Committee**

Elem 5th grade teacher MS Health Teacher Admin.

**Board Member and Parent** 

Board member and Parent

PTO President PTO Parent School Nurse

|  | North Star Academy Positive Behavior plan   |   |  |  |  |                  |  |
|--|---|---|--|--|--|------------------|--|
|  | Date Discussed and Received input from LEA admin School Improvement Committee Summer 2022   |   |  |  |  |                  |  |
|  | Date Discussed and Received input from School Land Trust Committee: October board mtg 2022  |   |  |  |  |                  |  |
|  | Reviewed & shared with Social Emotional Committee: December Committee Mtg 2023  | Update Summaryof 2023-2024  |  |  |  |                  |  |
| F  | rograms we <i>already</i> have in place & plan to further develop that focus on peer pressure, mental health, & creating positive relationships.  |   |  |  |  |                  |  |
| Name of Program:   | Level of Implementation: Fully implemented Implemented and Sustained Partially implemented Mostly implemented Planning stage On hold due to Covid-19  |   |  |  |  |                  |  |
| Hope Squad   | Peers are taught to watch for signs of peers who may be participating in anti social behaviors. They meet monthly where they are taught the skills using the Hope Squad curriculum. Peers are empowered as the natural helpers in our school through peer-to-peer suicine prevention training. Raise awareness of mental health and youth suicide prevention resources. Educate students on how to recognize suicide warning signs and respectfully report concerns. Students trained how to support fellow students who may be struggling. Increase connectedness, inclusion, and social-emotional learning skills. Increase help-seeking behaviors. Reduce suicide attempts. Training incorporates; OPR for staff and students. Findings reported an immediate increase in declarative knowledge, perceived knowledge, self-efficacy, diffusion of gatekeeper training information and gatekeeper skills. Results persisted in the 3-month and 1-year follow up with marginal decrements (Cross, W.F., Seaburn, D., Gibbs, D., Schmeelk-Cone, K. et al. (2011).   | The Hope Squad was developed and met monthly. They learned QPR strategies and hosted a Hope Week in February.   |  |  |  |                  |  |
| Botvin Life Skills   | Th grade students are provided this curriculum during their health course. 4th grade students are provided pro social behaviors including commun ication and negative affects of lobacco, alcohol, e-cigarette products, and/or other controlled substance using furniculum by trained educators. Botvin LifeSkilis Training is based on more than 40 years of peer reviewed scientific research, and now holds the distinction of being the top research-based substance abuse prevention program in the country, Journal of Behavioral Medicine (1983), (2) Journal of Studies on Alcohol (1984), (3) Journal of Consulting and Clinical Psychology (1990), (4) Journal of the American Medical Association (1995), and (5) Archives Prediatric & Adolescent Medicine (2006).   | The counselor taught the lessons in 4thgrade using the materials which admin enjoyed walkingthrough to observe. The 7th grade health teacher taught the students in 7th grade using the materials.  |  |  |  |                  |  |
| Character Counts   | All students are provided lessons in grades K-9 twice a month from a licensed school counselor who provides age appropriate curricula developed to promote pro social behaviors (first half of year). In coordination with her lessons, all staff are encourged to integrate the pillars being focused on throughot the week as well. Building relationships bewteen counselor has a .52 effect size (Hattle 2017).   | Both counselors taught lessons every other week 1/2 of the year in each grade evel classroom with one serving grades K-3 and 8, while the other serving grades 4-7, and 9th. The faculty newslitter highlighted the trait being focused on for all staff to further integrate into their instruction. |  |  |  |                  |  |
| 7 Habits of Highly Effective<br>Children & Teens   | All students are provided lessons in grades K-9 twice a month from a licensed school counselor who provides age appropriate curriculal developed to promote pro social behaviors (Second half of year). Listing the Covey model 7 Habits of Highly Effective Tean*, this program introduces the seven habits as they apply to teens and how each can enrich their lives and the lives of those around them. This program utilizes evidence-based strategies, such as being strength-based, culturally competent and focused on resiliency and youth protective factors. The program applies the timeless principles of the "7 Habits" to teens and the tough issues and life-changing decisions they face. By providing all participating youth with this training, the "7 Habits to Effective Teens" will become the foundation upon which other social competencies will be developed. Social competencies are those skills and abilities which, according to research published by Hawkins and Cataliano, help youth to become resilient and able to make healthy life choices. The goal of this training is to improve social competencies among youth through various skill-building opportunities designed to increase their resiliency and ability to make healthy life choices. Outcomes can be a reduction in alcohol and other drug use and an increase in leadership skills. | Both counselors taught lessons every other week 1/2 of the year in each grade evel classroom with one serving grades k-3 and 8, while the other servid grades 4-7, and 9th. The faculty newslitert highlighted the trait being focused on for all staff to further integrate into their instructions. |  |  |  |                  |  |
| Red Ribbon Week  | Annually the administration works collaboratively with the Parent Teacher Organization, and counselor to develop week primari;y focused on community building and action planning for a drug free life. The week focuses on student attitudes surroudning drugs, alcohol, and other substances, as well as connecting to our community. One study suggests that Red Ribbon Week could reduce the use of drug and alcohol, increase school performance, and increase the positive perspectives students have regarding their community (Brooks & Clem, 2013). All of these were found to play a substantial role in student attitudes and behaviors as it relates to pro-social behaviors in the middle and high school levels (Flay, 2000). Similarly, as outlined by (Moon & Rao, 2011) students with positive views of school and their community served as protective factors for all levels of students.  | PTO coordinated this highly engaging week with daily opportunities and drug facts for students with the school administration and teachers.   |  |  |  |                  |  |
| Individual and Group Counseling  | Individual and group counseling services support students in a multitude of ways. Not only do students receive counseling support for general life stressors, students also have the opportunity to process trauma, suicidal ideations, and receive referrals for outside support when needed. These provisions allow for students to feel connected and cared about in the school environment and thus can lead to a decrease in the likelihood that students will use substances (Moon & Rao, 2011). Similarly, students who are provided appropriate treatment for trauma, mental health challenges, and chronic stress are more likely to build resilience within themselves and the family system, and therefore are less likely to experience a higher number of ACEs and have less likelihood of mental health disorders and substance use and abuse later in life (American Academy of Pediatrics, 2014).   | ow for<br>ces<br>elyt to  |  |  |  | social behaviors |  |
| Service Learning   | The annual day of Service sponsored by our Student Enrichment Model includes all students and staff participating in activities of their interest during the regular school day. The elementary and middle school Student Body Officers host service opportunities twice a year for all students and staff in grades K-9. The counsieor implements a schoolwide service project opportunity it year. The NJHS Club provide service quarterly/. All students participate in a cluster of their choice working towrd a service project to provide to an authentic audience at the conclusion of the cluster cycle. Students may also participate in peer tutoring opportunities provided at the school. Service-learning can improve character values and repossible behavior. Students can generalize what they learn from their experiences with service-learning. They learn how to be respectful toward others and toward public property, and they develop awareness of healthy life choices. Finally, they learn about cultural diversity and show more tolerance of thinic diversity.  | Schedued for Monday June 5th for all students in grades K-9 with on and off site activities.  |  |  |  |                  |  |
| Bullying Prevention Lessons including empathy, bullying, and advocating for self and others along with SAFE ut app.  | Classroom-based lessons and confidential reporting systems are implemented and focused specifically on identification/interruption of bullying behavior. This provides students with skills to advocate for themselves and others to prevent bullying behavior within the context of school and online. Evidence supports that providing lessons and support in these areas provides students with strategies that reduce bullying both on individual and school-wide levels (Olweus, 1991; 5mith and Sharp, 1994). Bullying behavior, especially when severe can qualify as an Adverse Childhood Experience (ACE) and studies have found that when students experience ACEs, they are more likely to suffer from maladaptive behavior including substance use (American Academy of Pediatrics, 2014). By providing students with bully prevention programs that reduce bullying, and thus reducing the likelihood of ACEs, we are reducing the likelihood that students will begin using substances. The SafeUT program and app help youth stay healthy and safe in schools by providing high-quality, confidential counseling services 24/7 with two way communication. Signage and advertising is prevalent throughout the building reminding students of this ongoing support.  | The Hope Squad also brought in another Hope Squad from area high school to encourage app usage at our school. All teachers taugit lessons on rude, mean, and bullying differences as well as empathy and self advocacy when these types of things are happening.                                      |  |  |  |                  |  |
| 0. 1 . 10  | Programs we <i>already</i> have in place that focus on peer pressure, mental health, & creating positive relationships.   |   |  |  |  |                  |  |
| Student Driven Clubs based on student survey data of interests and talents: * Babysitter Club, * Spanish Club, * NHS, * Drama Club, * Club, * Club, * Club, * Club, * Club, * Karate Club, * Club, * Lego League | These programs promotes pro-social behavior through community building and connection, builds a positive association with school, and helps to orient students toward their future. All of which have been found to build a more positive view of community and school, therefore decreasing the likelihood of substance use (Flay, 2000).  | The Spanish Club and Babyitters club were not held this year, but a Clean it up, Brainy games, MAth Counts, Girls Who Code, Minecraft, geography bee study.   |  |  |  |                  |  |
| PBIS such as * Leader of the<br>Week, Caught You Doing<br>Something Good, Honor Roll for<br>Academic Achievement and<br>Good Citizenship   | As mentioned above, this program promotes pro-social behavior through community building and connection, builds a positive association with school, and helps to orient students toward their future. All of which have been found to build a more positive view of community and school, therefore decreasing the likelihood of substance use (Flay, 2000).  | Students were nominated and celebrated in each of these areas.  |  |  |  |                  |  |

| Career We  | Veek                                       | In collaboration with the Parent Teacher Organization, Character/Social Emotional Learning Committee, and counselor activities and events aligened to the school improvement goal foster career explaoration and education necessary in order to pursue these. Software for all classrooms to incorporate virtual field trips by a wide variety of careers is available for all grades. As mentioned above, this program promotes poscial behavior through community building and connection, builds a positive association with school, and helps to orient students toward their future. All of which have been found to build a more positive way of compromitive and school therefore decreasing the literature of the program of t |   |                          |                              |   |                                    | PTO and counselor coordinated this week in March. Staff post secondary institutions were highlighted on bulletin board in central area. Students dressed up as career of choice and university swag. Grades invited Type 1 speakers in to share careers. Students investigated careers depending on grade level and research capabilities. |  |  |  |  |
|--|--|--|---|--------------------------|------------------------------|---|------------------------------------|--|--|--|--|--|
|  |  |  | F | rograms we <i>are ac</i> | <b>dding</b> or building tha | at focus on peer pressure, menta  | al health, & creating positive rel | ationships.  |  |  |  |  |
| Social Emotional (<br>renamed to Well bei  | ing Committee                              | This committee meets monthly lef by our guidance counselor with stakeholders from elementary, middle school, and other stakeholders. They promote prosocial behavior through community building and connection, builds a positive association with school, and helps to orient students toward their future. All of which have been found to build a more positive view of community and school, therefore decreasing the likelihood of substance use (Flay, 2000).  |   |                          |                              | This cmte. met the second Tuesday fo each month and implemented Mindful Monday in each classroom weekly. Friday Finness activities in each class weekly, bringth in the NED bully assembly which was highly engageing with the yoyos, and conducted a March Madness fruit and vegetable contest.        |                                    |  |  |  |  |  |
| School Improveme<br>Attitude + Effort :<br>becasue My perso<br>Success was imp<br>schoolwide through | t = Results<br>sonal Best is<br>aplemented | In collaboration with the Parent Teacher Organization, Board of Trustees, admin, and faculty this program aims to build positive connections with adults and peers inceasing student and famiy access to increase friendships and maintain relationships. This program also promotes pro-social behavior through community building and connection, & builds a positive association with school. All of which have been found to build a more positive view of community and school, therefore decreasing the likelihood of substance use (Flay, 2000).  |   |                          |                              | Admin, PTO, and Board of Trustees each<br>executed their goals to support these efforts.<br>Students recived bracelets, rang the office bell<br>when fall gals were made, students<br>participated in a logo to promote the theme<br>which was hung in every class and large<br>banner high in hallway. |                                    |  |  |  |  |  |
|  |  |  |   |                          |                              |   |                                    |  |  |  |  |  |

### April/May Testing: MS Lab /

### **Chromebooks**

| RISE - Rec. Times        | UA+: 9th: Req Times  | <b>AP Human Geography</b> | ***May 10, Hello Dolly, 9:30 |                        |
|--------------------------|----------------------|---------------------------|------------------------------|------------------------|
| Writing - 60min          | English - 45 min     | Multiple Choice - 60min   |                              |                        |
| ELA - 90min              | Reading - 75 min     | Free Response - 75min     |                              |                        |
| Math - 90min             | Math - 75 min        | May 4 - 8:00-11:15        |                              |                        |
| Science - 90min          | Science - 60 min     | May 18 - 8:00 - 11:15     |                              |                        |
|                          |                      |                           |                              |                        |
|                          |                      |                           |                              |                        |
| Monday, May 1 (B)        | Tuesday, May 2 (A)   | Wednesday, May 3 (B)      | Thursday, May 4 (A)          | Friday, May 5 (B)*     |
| Stewart 8:45 - 10:10     | Stewart 8:45 - 10:10 | Science (B4 Story)        | Writing 8 (A1 Edman)         | Reading (B1 Bair)      |
| English (B1Bair)         | Writing 8 (A1 Edman) | Writing 8 (B3 Edman)      | Writing 8 (A2 Edman)         | Writing 8 (B3 Edman)   |
| English (B4 Bair)        | Writing 8 (A2 Edman) |                           |                              |                        |
|                          | English (A4 Bair)    |                           |                              |                        |
| Monday, May 8 (A)*       | Tuesday, May 9 (B)*  | Wednesday, May 10 (A)*    | Thursday, May 11 (B)         | Friday, May 12 (A)     |
| Stewart 8:45 - 10:10     | Stewart 8:45 - 10:10 | Spanbauer 8:45 - 10:10    | Spanbauer 8:45 - 10:10       | ELA 7 (Al Bair)        |
| Bird 10:15 - 11:35       | Bird 10:15 - 11:35   | Stoker 10:15 - 11:35      | Stoker 10:15 - 11:35         | EIA 8 (A1 Edman)       |
| Math (A2 Seidel)         | ELA 7 (B2 Bair)      |                           | EIA7(B2 Bair)                | EIA8 (A2 Edman)        |
| Math (A2 Quinn)          | HA8 (B3 Edman)       | Reading (A4 Bair)         | ELA 8 (B3 Edman)             |                        |
| Math (A2 Vader)          | Reading (B4 Bair)    |                           |                              | LAST DAY FOR UT ASPIRE |
|                          |                      |                           |                              | PLUS TESTING           |
| Monday, May 15 (B)       | Tuesday, May 16 (A)  | Wednesday, May 17 (B)     | Thursday, May 18 (A)         | Friday, May 19 (B)     |
| Shaver 8:45 - 10:10      | Shaver 8:45 - 10:10  | Thompson 8:45 - 10:10     | Thompson 8:45 - 10:10        |                        |
| O'Neil 10:15 - 11:35     | O'Neil 10:15 - 11:35 | Feotis 10:15 - 11:35      | Feotis 10:15 - 11:35         |                        |
| Math 8 (B4 Quinn)        | Math 7 (A3 Quinn)    |                           | Math 7 (A3 Quinn)            |                        |
| Math 8 (B4 Seidel)       | Math 8 (A4 Quinn)    |                           |                              |                        |
|                          | Math 8 (A4 Seidel)   |                           |                              |                        |
| Monday, May 22 (A)       | Tuesday, May 23 (B)  | Wednesday, May 24 (A)     | Thursday,, May 25 (B)        | Friday, May 26 (A)     |
| Stewart 8:45 - 10:10     | Stewart 8:45 - 10:10 | Stoker 10:15 - 11:35      | Stoker 10:15 - 11:35         |                        |
| Bird 10:15 - 11:35       | Bird 10:15 - 11:35   | Science 8 (A2 McKinnell)  |                              |                        |
| Science 8 (A1 McKinnell) |                      |                           |                              |                        |
| Science 8 (A2 McKinnell) |                      |                           |                              |                        |

<sup>\*</sup>May 5 we will need to extend 1st period by 20 minutes to allow for the longer reading test during 1st period.

### April/May Testing: Ele Lab

<sup>\*</sup>May 8 we will need to end 1st period 20 minutes early to allow for the longer math test during 2nd period.

<sup>\*</sup>May 9 we will need to end 3rd period 20 minutes early to allow for the longer reading test during 4th period.

<sup>\*</sup>May 10 we will need to end 3rd period 20 minutes early to allow for the longer reading test during 4th period.

|                          |                          |                          | T                         | T                      |
|--------------------------|--------------------------|--------------------------|---------------------------|------------------------|
| RISE - Rec. Times        | UA+: 9th: Req Times      | AP Human Geography       |                           |                        |
| Writing - 60min          | English - 45 min         | Multiple Choice - 60min  |                           |                        |
| ELA - 90min              | Reading - 75 min         | Free Response - 75min    |                           |                        |
| Math - 90min             | Math - 75 min            | May 4 - 8:00-11:15       |                           |                        |
| Science - 90min          | Science - 60 min         | May 18 - 8:00 - 11:15    |                           |                        |
|                          |                          |                          |                           |                        |
|                          |                          |                          |                           |                        |
| Monday, May 1 (B)        | Tuesday, May 2 (A)       | Wednesday, May 3 (B)     | Thursday, May 4 (A)       | Friday, May 5 (B)      |
| Shaver 8:45 - 10:10      | Shaver 8:45 - 10:10      | Science (B1 Mckinnell)   | First Grade Testing       | Makeups                |
|                          | Science (A4 Story)       |                          | Wartman 10 - 10:45        | Reading (B1 Bair)      |
|                          |                          |                          | Evans 11 - 11:45          | nedding (D1 Dair)      |
|                          |                          |                          |                           |                        |
| Monday, May 8 (A)        | Tuesday, May 9 (B)       | Wednesday, May 10 (A)    | Thursday, May 11 (B)      | Friday, May 12 (A)     |
| Shaver 8:45 - 10:10      | Shaver 8:45 - 10:10      | Thompson 8:45 - 10:10    | Thompson 8:45 - 10:10     | Makeups                |
| O'Neil 10:15 - 11:35     | O'Neil 10:15 - 11:35     | Feotis 10:15 - 11:35     | Feotis 10:15 - 11:35      |                        |
|                          |                          |                          |                           | LAST DAY FOR UT ASPIRE |
|                          |                          |                          |                           | PLUS TESTING           |
| Manday May 45 (D)        | Tuesday Bass 45 (A)      | )                        | Thomas days Adays 4.0 (A) |                        |
| Monday, May 15 (B)       | Tuesday, May 16 (A)      | Wednesday, May 17 (B)    | Thursday, May 18 (A)      | Friday, May 19 (B)     |
| Stewart 8:45 - 10:10     | Stewart 8:45 - 10:10     | Spanbauer 8:45 - 10:10   | Spanbauer 8:45 - 10:10    | Makeups                |
| Bird 10:15 - 11:35       | Bird 10:15 - 11:35       | Stoker 10:15 - 11:35     | Stoker 10:15 - 11:35      |                        |
| Math 8 (B4 Vader)        | Math 7 (A3 Vader)        |                          | Math 7 (A3 Vader)         |                        |
| 20 10 20 20 10           | Math 8 (A4 Vader)        |                          |                           |                        |
| Monday, May 22 (A)       | Tuesday, May 23 (B)      | Wednesday, May 24 (A)    | Thursday, May 25 (B)      | Friday, May 26 (A)     |
| Shaver 8:45 - 10:10      | Shaver 8:45 - 10:10      | Feotis 10:15 - 11:35     | Feotis 10:15 - 11:35      | Makeups                |
| O'Neil 10:15 - 11:35     | O'Neil 10:15 - 11:35     | Science 8 (A1 McKinnell) | Science 8 (B3 McKinnell)  |                        |
| Science 7 (A4 McKinnell) | Science 8 (B3 McKinnell) | Science 7 (A4 McKinnell) | Science 7 (B4 McKinnell)  |                        |
|                          | Science 7 (B4 McKinnell) |                          |                           |                        |

April/May Testing: Room 102 (MS)

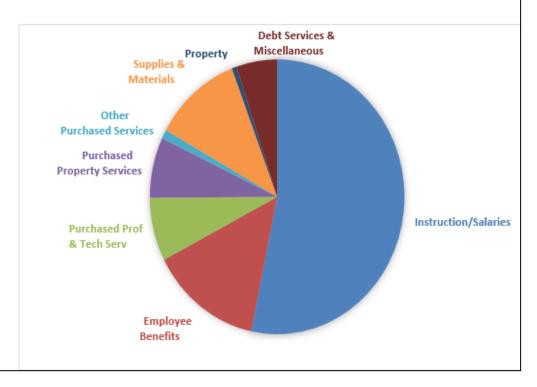
| RISE - Rec. Times Writing - 60min ELA - 90min Math - 90min Science - 90min | UA+: 9th: Req Times English - 45 min Reading - 75 min Math - 75 min Science - 60 min | AP Human Geography Multiple Choice - 60min Free Response - 75min May 4 - 8:00-11:15 May 18 - 8:00 - 11:15 |   |   |
|--|--|---|---|---|
| Monday, May 1 (B) English (B1 Madsen) English (B4 Madsen)                  | Tuesday, May 2 (A)   | Wednesday, May 3 (B) Science (B1 Madsen) Writing 8 (B3 Madsen)  | Thursday, May 4 (A)                       | Friday, May 5 (B) Reading (B1 Madsen) Writing 8 (B3 Madsen) Reading (B4 Madsen) |
| Monday, May 8 (A)  Math (A2 Madsen)  | Tuesday, May 9 (B)<br>ELA 8 (B3 Madsen)  | Wednesday, May 10 (A)   | Thursday, May 11 (B)<br>ELA 8 (B3 Madsen) | Friday, May 12 (A) LAST DAY FOR UT ASPIRE PLUS TESTING                          |
| Monday, May 15 (B) Math 8 (B4 Madsen)                                      | Tuesday, May 16 (A) Math 8 (A4 Madsen)   | Wednesday, May 17 (B)   | Thursday, May 18 (A)                      | Friday, May 19 (B)  |
| Monday, May 22 (A)   | Monday, May 23 (B)   | Monday, May 24 (A)  | Monday, May 25 (B)                        | Monday, May 26 (A)  |

<sup>\*</sup>Elementary SPED will test at the same time as the gen ed teacher.

### North Star Academy Board Profit and Loss 7/1/2022 - 3/31/2023

Annual Year-to-Date
June 30, 2023 March 31, 2023

|                               | June 30, 2023 | March 31, 2023 |             |
|-------------------------------|---------------|----------------|-------------|
|                               | Budget        | Actual         | % of Budget |
| Net Income                    |               |                |             |
| Income                        |               |                |             |
| Revenue From Local Sources    | 169,500       | 227,147        | 134.0 %     |
| Revenue From State Sources    | 4,790,995     | 3,696,000      | 77.1 %      |
| Revenue From Federal Sources  | 125,800       | 53,923         | 42.9 %      |
| Total Income                  | 5,086,295     | 3,977,070      | 78.2 %      |
| Expenses                      |               |                |             |
| Instruction/Salaries          | 2,492,398     | 1,694,566      | 68.0 %      |
| Employee Benefits             | 699,047       | 450,266        | 64.4 %      |
| Purchased Prof & Tech Serv    | 333,330       | 237,618        | 71.3 %      |
| Purchased Property Services   | 185,099       | 226,968        | 122.6 %     |
| Other Purchased Services      | 58,507        | 33,314         | 56.9 %      |
| Supplies & Materials          | 377,957       | 354,169        | 93.7 %      |
| Property                      | 80,947        | 19,241         | 23.8 %      |
| Debt Services & Miscellaneous | 486,900       | 164,904        | 33.9 %      |
| Total Expenses                | 4,714,185     | 3,181,046      | 67.5 %      |
| Total Net Income              | 372,110       | 796,024        | 213.9 %     |
|                               |               |                |             |



### North Star Academy Board Balance Sheet As of 3/31/2023

|                                 | Period Ending<br>03/31/2023 | Period Ending<br>03/31/2022 |
|---------------------------------|-----------------------------|-----------------------------|
|                                 | Actual                      | Actual                      |
| Assets & Other Debits           |                             |                             |
| Current Assets                  |                             |                             |
| Operating Cash                  |                             |                             |
| Cash                            | 793,464                     | 729,049                     |
| Investments                     | 2,574,222                   | 1,911,153                   |
| Operating Cash                  | 3,367,686                   | 2,640,202                   |
| Accounts Receivables            | 4,178                       | 409                         |
| Other Current Assets            | 0                           | 153                         |
| Total Current Assets            | 3,371,864                   | 2,640,764                   |
| Restricted Cash                 | 901,980                     | 931,383                     |
| Net Assets                      |                             |                             |
| Fixed Assets                    | 7,622,621                   | 7,131,296                   |
| Depreciation                    | (1,897,224)                 | (1,716,529)                 |
| Total Net Assets                | 5,725,397                   | 5,414,767                   |
| Total Assets & Other Debits     | 9,999,241                   | 8,986,914                   |
| Liabilities & Fund Equity       |                             |                             |
| Current Liabilities             | 85,974                      | 95,260                      |
| Long-Term Liabilities           | 7,589,482                   | 7,847,829                   |
| Fund Balance                    | 1,527,762                   | 758,732                     |
| Net Income                      | 796,023                     | 285,093                     |
| Total Liabilities & Fund Equity | 9,999,241                   | 8,986,914                   |

### North Star Academy Board Meeting Minutes Thursday, March 23, 2023



Location: North Star Academy, 2920 W. 14000 S., Bluffdale, UT 84065

<u>In Attendance</u>: Sidney Warnick, Jordan Shields, Becky Slagowski, Brent Bird, Bob Bell <u>Others in Attendance</u>: Tana Archer (Director), Diana Seidel (AP), Trish Lester, Cathie Hurst

### 4:40 PM <u>Called to Order</u> by Sidney Warnick

There was no public comment.

### **Board Training**

• Jordan Shields reviewed the following policies: Assessment of Student Achievement Policy, Selection and Purchase of Instructional Materials Policy, Student Transportation Policy, Time and Effort Documentation Policy, Unpaid Meal Charge Policy and answered questions from the Board.

### Reports

- Director Report Tana Archer reported on the following: enrollment is looking good for next year and the lottery waitlist is at a healthy level; there are a few staff members reaching a 15 year mark, a few are leaving NSA or will have different assignments, and hiring is complete for filling empty spots; the UPIPS review and Special Education RDA (Results Driven Accountability) Letter has been received and adjustments in the Special Education Department have been made to address the concerns; Guided Reading Levels (MOY) are showing great results; Parent Teacher Conferences were well attended; the 2023-2024 Technology Proposal was introduced and described a few needs as well as stating that students are taking great care of their equipment which is much appreciated; the 2023-2024 School LAND Trust Proposal was presented and Ms. Archer thoroughly reviewed each stated goal; out of state summer expenditures for the Confratute and ISTE Conferences was discussed as well as who will be attending.
- Financial Review, Legislative Update on Funding Increase, Recent Reporting: Cathie Hurst reviewed budget line items on the Balance Sheet and the Profit and Loss statement from the current budget and stated that is looks good and is on track. She also explained the estimated additional State funding allocations, and specific reports that have been submitted recently, including Utah Grants.

### Consent Items

Jordan Shields moved to approve the below listed consent items. Becky Slagowski seconded it. Voting was unanimous and the motion passed.

• February 2, 2023 Board Meeting Minutes and Closed Session Affidavit

### **Business Items**

Brent Bird moved to approve the 2023 out of state summer expenditures not to exceed \$40K. Bob Bell seconded it. Voting was unanimous and the motion passed.

• 2023 Out of State Proposed Expenditures

Becky Slagowski moved to approve the 2023-2024 School LAND Trust. Jordan Shields seconded it. Voting was unanimous and the motion passed.

• 2023-2024 School LAND Trust

Bob Bell moved to approve the Amended 2023-2024 School Calendar showing that a PM Kindergarten will no longer be offered, and the AM Kindergarten hours have increased. Becky Slagowski seconded it. Voting was unanimous and the motion passed.

• Amended 2023-2024 School Calendar

### **School Mission**

North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

Jordan Shields moved to approve the 2023 landscape contract with Pristine Yards. Becky Slagowski seconded it. Voting was unanimous and the motion passed.

• 2023 Landscape Contract

Bob Bell moved to approve the water heater purchase not to exceed \$17K. Brent Bird seconded it. Voting was unanimous and the motion passed.

• Water Heater Purchase

This item was tabled until next month for a language change to be made.

Assessment of Student Achievement Policy

Jordan Shields moved to approve the Selection and Purchase of Instructional Materials Policy. Bob Bell seconded it. Voting was unanimous and the motion passed.

• Selection and Purchase of Instructional Materials Policy

Becky Slagowski moved to approve the Student Transportation Policy with the "optional" section of the presented policy removed. Bob Bell seconded it. Voting was unanimous and the motion passed.

• Student Transportation Policy

Bob Bell moved to approve the Time and Effort Documentation Policy. Jordan Shields seconded it. Voting was unanimous and the motion passed.

• Time and Effort Documentation Policy

Becky Slagowski moved to approve the Amended Unpaid Meal Charge Policy. Jordan Shields seconded it. Voting was unanimous and the motion passed.

Amended Unpaid Meal Charge Policy

### Discussion Items

- Safe Harbor 401K Plan Becky Slagowski explained what this plan is, and the Board discussed how it would affect NSA employees. This will be readdressed again later in the calendar year.
- Calendaring
  - 2022-2023 Board Meeting Dates: Electronic Board Meeting 4.13.2023, 5.4.2023, Annual Board Meeting 6.22.2023, Stakeholder Meeting 5.19.2023 at Bluffdale City Building
  - Utah Association of Public Charter Schools: June 6-7, 2023, Davis Conference Center
  - o National Charter School Conference: June 18-21, 2023, Austin, TX

Brent Bird moved to adjourn to a Closed Session at 6:40 PM for the purpose as listed below and to be held in the school library. Jordan Shields seconded it. Voting was as follows: Sidney Warnick – Aye; Jordan Shields – Aye, Becky Slagowski – Aye; Brent Bird – Aye; Bob Bell – Aye. Voting was unanimous and the motion passed.

Closed Session to discuss an individual's character, professional competence, or physical or mental health pursuant to Utah Code 52-4-205(I)(a).

Bob Bell moved to return to an Open Session and adjourn the Board Meeting. Brent Bird seconded it. Voting was unanimous and the motion passed.

7:05 PM Adjourn Meeting

### North Star Academy Closed Session Affidavit Thursday, March 23, 2023



Location: North Star Academy, 2920 W. 14000 S., Bluffdale, UT 84065

<u>In Attendance</u>: Sidney Warnick, Jordan Shields, Becky Slagowski, Brent Bird, Bob Bell <u>Others in Attendance</u>: Tana Archer (Director), Diana Seidel (AP), Trish Lester, Cathie Hurst

### **CLOSED SESSION SWORN STATEMENT:**

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

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

Signed on the 4<sup>th</sup> day of May 2023, at North Star Academy, Utah.

Sidney Warnick, Board President

May 4, 2023

Date

# North Star Academy Electronic Board Meeting Minutes



Thursday, April 13, 2023

Location: North Star Academy, 2920 W. 14000 S., Bluffdale, UT 84065

Conference Call: This meeting was held electronically via Zoom with the anchor location at the school.

In Attendance: Sidney Warnick, Jordan Shields, Becky Slagowski, Bob Bell

Not In Attendance: Brent Bird

Others In Attendance: Tana Archer (Director), Trish Lester, Cathie Hurst, Matt Mouritsen, Stacee

**Phillips** 

### 12:04 PM Called to Order by Sidney Warnick

There was no public comment.

### **Business Items**

Jordan Shields moved to approve the RFP for the ESP and by awarding a 5-year contract to Academica West. Bob Bell seconded it. Voting was as follows: Sidney Warnick – Aye, Jordan Shields – Aye, Becky Slagowski – Aye, Bob Bell – Aye. Brent Bird was not in attendance. Voting was unanimous and the motion passed.

• RFP for Educational Service Provider (ESP) Services – NSA will evaluate the contract annually.

Becky Slagowski moved to adjourn the meeting. Jordan Shields seconded it. Voting was as follows: Sidney Warnick – Aye, Jordan Shields – Aye, Becky Slagowski – Aye, Bob Bell – Aye. Brent Bird was not in attendance. Voting was unanimous and the motion passed.

12:16 PM Adjourn Meeting



North Star Academy exists to engage and inspire students to achieve their highest potential through a safe, challenging, and individualized learning environment.

# CHARTER SCHOOL SERVICES AGREEMENT BETWEEN NORTH STAR ACADEMY AND ACADEMICA WEST, LLC

This CHARTER SCHOOL SERVICES AGREEMENT (the "Agreement") is dated May\_\_\_\_, 2023 and is between North Star Academy, a Utah nonprofit corporation (the "School"), and Academica West, LLC, a Utah limited liability company ("Academica West").

### **RECITALS**

- A. The School has received a charter (the "Charter") from the Utah State Charter School Board (the "Authorizer") to operate a charter school.
- B. The School is governed by its Board of Directors (the "Board").
- C. Academic control and freedom are integral to the success of the School, and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum.
- D. The School desires to ensure that its charter school receives professional support services and is operated in accordance with the requirements of its Charter and applicable laws.
- E. Academica West was established to provide professional support services and consulting to charter schools.
- F. Academica West personnel are familiar with the governmental agencies with which charter schools interact and applicable legal requirements associated with the establishment and operation of charter schools and charter school facilities.
- G. Academica West personnel are familiar with the various local, state, and federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for charter schools.
- H. Academica West personnel regularly attend state and national meetings and conferences for charter school operators and consultants to remain informed about developments in the charter school community.
- I. Academica West provides support to a network of charter schools that benefit from having access to a uniform, system-wide reporting, accounting, and recordkeeping system.
- J. Based on the historic relationship with Academica West, and the Board's assessment of the School's needs and Academica West's capabilities, the School believes that contracting with Academica West will allow the School's administration to dedicate more of its efforts on accomplishing the School's educational mission and achieving the Board's vision. The Board believes that such a relationship will benefit the School and allow it to be more successful.

K. The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide governance, business, administrative, and compliance services to the School as set forth herein.

### **AGREEMENT**

NOW THEREFORE, the parties agree as follows:

- 1. **Delivery of Services**. By their mutual execution of this Agreement, the School hereby engages Academica West and Academica West hereby accepts such engagement, as an independent contractor, and agrees to provide those services contained herein to the School subject to the terms and conditions set forth in this Agreement. Academica West warrants that it has the required skill, experience, and qualifications to perform the services and agrees that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Academica West shall devote sufficient resources to ensure that the services are performed in a timely and reliable manner. Academica West shall perform the services in compliance with all applicable federal, state, and local laws and regulations.
- 2. **Independent Contractor**. The School shall not control the manner or means by which Academica West performs the services contained in this Agreement. Unless otherwise set forth in this Agreement, Academica West shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the services. The School shall provide Academica West with access to its premises and records to the extent necessary for the performance of the services set forth this Agreement. This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Academica West and School for any purpose.
- 3. **Relationship Between the Parties**. The parties acknowledge that the Board retains full authority and responsibility for the governance of the School. Academica West's role will be to advise, assist and consult with the Board and the School's principal or director (the "**Director**") and to provide the services and support set forth in this Agreement. The Board will review advice and recommendations made by Academica West and act upon them in the Board's sole discretion. The Board and Director will exercise good faith in considering Academica West's recommendations, including but not limited to those concerning policies, procedures, rules, regulations and budgets.
- 4. **Services**. Academica West's obligations under this Agreement shall consist of providing all necessary and incidental services, labor, and documents necessary to properly and completely furnish and perform the services and meet the obligations set forth in this Agreement. Academica West acknowledges that the services also include those which are reasonably inferable from the obligations herein or customarily performed or provided by competent service providers as a part of the proper performance of services of the type contemplated by this Agreement.

Academica West will provide the School with the following services:

- a. <u>Financial Reporting & Recordkeeping</u>. Academica West will accurately maintain the School's financial records and will coordinate with the Director to ensure accurate and timely financial reporting as required by the Authorizer and applicable law.
- b. <u>Bookkeeping & Payroll</u>. Academica West will provide bookkeeping services for the School, including accounts payable, bank statement reconciliations and related services. Academica West will coordinate compilation and submission of the School's employee payroll.
- c. <u>Budgeting & Financial Projections</u>. Academica West will coordinate with the Board and the Director to prepare financial forecasts and annual budgets for the Board's review and approval in accordance with applicable law. Academica West will also prepare amended budgets, as needed, and will advise and consult with the Board on financial matters as requested.
- d. <u>Budget Administration</u>. Academica West will advise and consult with the School's Director, and Board if applicable, regarding administration of the School's approved budget to ensure sound financial decision-making.
- e. Monthly Financial Reports. Academica West will provide monthly financial statements/reports to the Board. These monthly reports will identify and include all budget appropriations, the disbursements from the appropriations as of the date of the report, and the percentage of the disbursements as of the date of the report. In addition, Academica West will report on the School's budget/finances at regularly scheduled board meetings.
- f. <u>Purchasing Support</u>. Academica West will coordinate with the Board and the Director in connection with the School's purchasing needs, including guidance on applicable procurement laws and rules.
- g. Grant Support. Academica West will assist the Director to obtain available funding earmarked for charter schools by the USBE or other sources. Grant support includes compilation of financial data, reports, school information, and any budget analysis needed to complete grant applications and to determine whether a specific grant program will provide a benefit to the School. Academica West will ensure that grant funds and items purchased with those funds are properly tracked and accounted for in compliance with applicable grant restrictions or conditions.
- h. <u>Board Meeting Support</u>. Academica West will schedule, coordinate, prepare materials for, and attend regular and special Board meetings and facilitate compliance with legal requirements regarding the conduct of public meetings and record keeping for such meetings.

- i. <u>Board Member Trainings</u>. Academica West will consult with and assist the Board regarding board development needs. Such assistance may include coordinating, researching, or facilitating board training and strategic planning sessions.
- j. School Policy Development. Academica West will consult with and assist the Board and the Director in the review, development, and drafting of Board policies and related administrative procedures required by the School's Authorizer or by law. During the Term of this Agreement, Academica West will monitor Utah legislative sessions and provide the School with a summary of key education bills and update policies or draft new policies that comply with changes to applicable laws, rules and regulations. In addition, Academica West will consult with the School regarding the interpretation and application of the above-referenced policies.
- k. <u>Administrative Consulting</u>. Academica West will consult with the Director regarding administrative issues, the development of administrative procedures and practices, USBE rules and regulations, and other issues identified by the Board, the Administration, and/or Academica West to assist the Director in performing their duties.
- USBE Meeting Attendance. Academica West personnel will attend state meetings and will report relevant information to the Director and/or Board, as appropriate. These meetings include, but are not limited to state charter directors meeting, assessment directors meetings, literacy directors meetings, curriculum directors meetings, Gifted and Talented meetings, Title I meetings, School LAND Trust meetings, USEAM meetings, and Early Learning Plan meetings.
- m. <u>Student Information System Support</u>. Academica West will assist the School's efforts to review student data residing in state systems in preparation for state reporting and UTREx/Data Clearinghouse submissions.
- n. <u>School Reporting Assistance</u>. Academica West will assist and coordinate with the Board and/or the Director in the preparation and submission of reports required by the Authorizer and other applicable law.
- o. <u>Recordkeeping</u>. Academica West will coordinate with the Director regarding the maintenance of School records. Academica West will facilitate compliance with applicable legal requirements related to recordkeeping, including but not limited to maintaining confidentiality of all pertinent records and responding to records requests.
- p. <u>Human Resources Administration</u>. Academica West will coordinate with the Director to assist with the recruitment of qualified teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The Director, under the direction of the Board, will retain full

discretion and authority regarding the employment of administrators, faculty, and staff for the School.

Academica West will assist the Director and the Board in preparing employment agreements and employee manuals for the School. All administrators, teachers, and staff members will be hired as employees of the School.

Academica West will monitor the School's Comprehensive Administration of Credentials for Teachers in Utah Schools ("CACTUS") database to ensure the Director is informed of each staff member's licensure/qualifications status.

Academica West will consult with and advise the Director and Board regarding employment related issues that arise in the School.

- q. <u>Student Enrollment & Registration Support</u>. Academica West will assist the School in developing and implementing a student enrollment and registration process to ensure compliance with the restrictions and limitations of the Charter and applicable law regarding recruitment and admission.
- r. <u>Facility Support</u>. Academica West will provide limited handyman services and assist with ongoing maintenance, emergency issues, and long-term facility maintenance planning. Unless both parties agree otherwise, Academica West is responsible for expenses related to its maintenance personnel's time, travel, and labor. The School is responsible for expenses related to the purchase of supplies, materials, and special equipment/tool rentals or purchases.
- 5. <u>Term.</u> The term of the Agreement will commence on May 1, 2023 (the "**Effective Date**"). The term of the Agreement (the "**Term**") will be five (5) years from the Effective Date unless the Agreement is terminated as specified below.
- 6. <u>Termination</u>. Either party may terminate this Agreement for any reason, with or without cause, by providing ninety (90) days written notice to the other party. In the event all or any portion of this Agreement is terminated, Academica West shall cooperate in good faith with all reasonable requests of the School to transition to another contractor or provider of business services. In addition, Academica West will provide the School with any records and documents obtained, prepared, or maintained on the School's behalf.
- 7. <u>Base Compensation</u>. Academica West's fee is calculated on a per-student basis. Student enrollment will be calculated each year based on the number of students enrolled at the School and will be established each year by the School's audited October 1 enrollment count. Each year, Academica West's fee will be prorated and payable in monthly installments. Compensation shall be calculated as follows:
  - a. Beginning on May 1, 2023 the School will pay Academica West a fee of four hundred and fifty dollars (\$450.00) per student for the first 550 students enrolled,

- and then four hundred dollars (\$400.00) per student for any additional students above 550.
- b. Beginning with the second year of the Agreement, the per-student fee may be increased or decreased on July 1 each year during the Term of the Agreement in proportion to annual percentage changes in CPI (as calculated below in subparagraph 1) or in proportion to annual percentage increases in the per-student WPU (as calculated below in subparagraph 2), whichever is lesser. However, the per-student fee will not be decreased below the base compensation rate set forth in paragraph 7(a) above.
  - i. The per-student fee will be increased in proportion to annual percentage changes in the CPI between the Base CPI and the Adjusted CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. "Base CPI" means the most recently published CPI as of June 30, 2023. "Adjusted CPI" means the most recently published CPI as of June 30 each year during the Term of the Agreement; or
  - ii. The per-student fee will be increased in proportion to the year-to-year percentage change in the per-student WPU funding provided to the School under state law.
- 8. <u>Insurance & Indemnification</u>. Academica West will maintain in force throughout the term of this Agreement general liability and worker's compensation insurance in the amount of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, professional liability insurance in the amount of at least \$500,000, and crime/employee theft insurance in the amount of at least \$1,000,000. Upon request, Academica West will provide to the School a certificate of insurance naming the School as additional insured.
  - Each party will indemnify, hold harmless and, at the option of the other party, defend the other party and its agents, employees, officers, and directors from and against all claims, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs of litigation, arising solely out of the party's negligent act, omission, or willful misconduct during the term of this Agreement.
- 9. Non-Solicitation. Each party agrees that during the term of this Agreement and for a period of twelve (12) months following the termination or expiration thereof, unless mutually agreed by the parties in writing, one party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employee of the other party or their related companies if that employee or former employee had been assigned to or worked under this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement under this section.

10. <u>Data Confidentiality</u>. The terms of the Data Confidentiality Addendum, attached hereto as Exhibit A, shall be considered part of this Agreement. Academica West will maintain the confidentiality of School personnel, student data and other records in accordance with the terms of the Data Confidentiality Addendum and other requirements of applicable law, including the Family Educational Rights and Privacy Act of 1974.

### 11. Miscellaneous.

- a. Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
- b. This Agreement will constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement.
- c. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties. Any material amendment to this Agreement will require approval of the Board.
- d. Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.
- e. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.
- f. If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.
- g. This Agreement is not intended to create any rights for any third-party beneficiary.
- h. This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.
- i. Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica West, LLC 290 N. Flint St. Kaysville, UT 84037

North Star Academy 2920 W. 14000 S. Bluffdale, UT 84065

- j. The headings in the Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement and will not be considered in the interpretation of the Agreement or any provision hereof.
- k. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.
- 1. Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

This Agreement was approved at a meeting of the Board of Directors of North Star Academy held on May 4, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

# ACADEMICA WEST a Utah limited liability company Matthew Mouritsen, President

## EXHIBIT A DATA CONFIDENTIALITY ADDENDUM

### **RECITALS**

Whereas, the School and Academica West are parties to a Charter School Services Agreement (the "Agreement") to which this Addendum is attached regarding services to be provided by Academica West to the School (the "AW Services").

Whereas, Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third party providers such as Academica West.

Whereas, the parties are entering into this Addendum, in order to ensure that the Agreement complies with Utah Code § 53E-9-309 and other applicable legal requirements.

### **AGREEMENT**

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53E-9-309(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School.

"Personally identifiable student data" means student data that identifies or is used by the holder to identify a student and includes: a student's first and last name; the first and last name of a student's family member; a student's or a student's family's home or physical address; a student's email address or other online contact information; a student's telephone number; a student's social security number; a student's biometric identifier; a student's health or disability data; a student's education entity student identification number; a student's social media user name and password or alias; if associated with personally identifiable student data, the student's persistent identifier, including a customer number held in a cookie or a processor serial number; a combination of a student's last name or photograph with other information that together permits a person to contact the student online; information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and other information that is linked to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the student, to identify the student with reasonable certainty.

2. Academica West acknowledges that all student data of the School is the School's property. Academica West will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53E-9-

- 309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53E-9-309 govern the relationship between the parties.
- 3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.
- 4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.
- 5. During the term of the Agreement, Academica West will delete personally identifiable student data at the request and direction of the School.
- 6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement requirements, Academica West shall return or delete upon the School's request all personally identifiable student data of the School in Academica West's possession and provide to the School written verification of the return or deletion of such data, including deletion from Academica West's back-up system.
- 7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third-party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.
- 8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.



**North Star Academy** 

**Policy: Assessment of Student Achievement Policy** 

Adopted: March 23, 2023

#### **Purpose**

North Star Academy (the "School") is required to measure student achievement, including by way of administering statewide assessments. When administered properly, statewide assessments give students an opportunity to demonstrate what they know and can do. In addition, the results of statewide assessments provide the School not only important data about their students' proficiency, but also valuable information that can be used to guide and improve instruction in the School.

The purpose of this policy is to help ensure that the School conducts statewide assessments in a fair and ethical manner and in compliance with applicable law and Utah State Board of Education ("USBE") rule. The School intends for this policy to comply with the requirements of Utah Administrative Code Rule R277-404.

#### **Policy**

#### Statewide Assessment Plan

The School shall develop a plan to administer statewide assessments. The plan shall include at least the following:

- (a) The dates the School will administer statewide assessments:
- (b) Professional development for an educator to fully implement the assessment system;
- (c) Training for an educator, appropriate paraprofessional, or third-party proctor in the requirements of assessment administration ethics; and
- (d) Training for an educator and an appropriate paraprofessional to use statewide assessment results effectively to inform instruction.

The School shall submit the plan to the USBE by September 15 each year.

At least once each year the School shall provide professional development and training on statewide assessment administration as required by R277-404. The School shall use the Standard Test Administration Testing Ethics Policy for such professional development and training.

#### Student Participation in Statewide Assessments

- (a) With the exception of those students described in subsection (b) immediately below and exempted students, the School shall administer statewide assessments to all students enrolled in the grade level or course to which the assessment applies.
- (b) A student's IEP team, English Learner Team, or Section 504 accommodation plan team shall determine an individual student's participation in statewide assessments consistent with the Utah Participation and Accommodations Policy.

- (c) An educator may use a student's score on a statewide assessment to improve the student's academic grade for or demonstrate the student's competency within a relevant course. However, a student's score on a statewide assessment may not be used in determining whether the student may advance to the next grade level.
- (d) The School may not provide a nonacademic reward to a student for taking a statewide assessment.

#### Student Exemption from Statewide Assessments

- (a) A student's parent has the right to exempt the student from a statewide assessment in accordance with Utah Code § 53G-6-803 and the exemption procedures in R277-404. The School shall not impose procedures beyond those in R277-404 to exercise this right nor may the School impose any penalty or adverse consequences upon a student who is exempted.
- (b) School grading, Tteacher evaluation, and student progress reports or grades may not be negatively impacted by students exempted from taking a statewide assessment.
- (c) The School may allow a student who has been exempted from a statewide assessment to be physically present in the room during test administration. The School shall ensure that exempted students who are in attendance are provided with an alternative learning experience during test administration.

#### Other Requirements

The School shall comply with all applicable requirements in R277-404, including adhering to the USBE's Standard Test Administration and Testing Ethics Policy which is incorporated by reference in the rule.

#### Dropout Prevention and Recovery Policy

LEAs that have students in any of the grades 9-12 are required to offer dropout prevention and recovery services to 9-12 students who meet certain criteria. The criteria include, but are not limited to, 9-12 students who drop out before receiving a diploma (or in the case of a K-9 school, who drop out before completing 9<sup>th</sup> grade) or who are at risk of dropping out due to low academic performance, poor behavior, or excessive absenteeism. Such LEAs are also required to have a policy on dropout prevention and recovery services. This policy explains the circumstances under which a student should be offered dropout prevention and recovery services and what those services entail.

#### Language Access Policy

Last year the legislature enacted a bill (HB 302) that requires each LEA to adopt a policy addressing the LEA's communication and assistance to students who are learning English and their parents. The bill (now codified in Utah Code § 53G-7-223) requires that the policy include certain provisions on an LEA's use of interpreters and translators for school activities and documents. The bill also requires that the USBE create a model policy covering the language assistance requirements, which the USBE has now completed. This policy is based on the USBE's model policy and requires the school to, among other things, designate a Language Access Coordinator, determine the primary language spoken by a student and his/her parent within 30 calendar days of a student's enrollment, provide interpretation services during regular business hours to students and their parents who require such services to communicate with the school about critical information, and provide translations of school materials to students and their parents who require the translations to communicate effectively with the school. This policy is required to be reviewed by the school on an annual basis.

#### <u>Supervision of Students at School-Sponsored Activities Policy</u>

USBE rule R277-605 requires that school coaches and designated school leaders supervise students (on their team, in their club, etc.) at all times while on school-sponsored activities and for as long as their students are on school grounds following school-sponsored activities, subject to the school's policy. This policy explains these supervisory responsibilities, but also states that parents/guardians are responsible to pick up their children promptly after school-sponsored activities or make arrangements for someone else to pick up their child promptly after the activities. This policy also spells out the process school coaches and leaders will follow if parents/guardians are 15 or more minutes late to pick up their children, including calling parents/guardians, emergency contacts, or, if neither parents/guardians or emergency contacts can be reached, calling DCFS.



#### North Star Academy Policy: Dropout Prevention and Recovery Policy Adopted:

**Policy** 

North Star Academy (the "School") adopts this policy in accordance with the requirements of Utah Code § 53G-9-801 *et seq.* and Utah Administrative Code R277-606.

For purposes of this policy, a "designated student" is a ninth-grade student:

- 1. Who has withdrawn from the School before completing ninth grade, who was dropped from average daily membership, and whose cohort has not yet graduated; or
- 2. Who is at risk of meeting the above criteria as determined by the School using the following risk factors:
  - a. Low academic performance, as measured by grades, test scores, or course failure:
  - b. Poor behavior, as measured by office disciplinary referrals, suspensions, or expulsions; and
  - c. Absenteeism, whether excused or unexcused absences, and including days tardy or truant.

The School will engage with or attempt to engage with designated students in order to offer dropout prevention and recovery services to them. Designated students may choose whether to enroll in the School's dropout prevention and recovery program. The services provided to designated students who enroll in this program will include:

- 1. Consulting with designated students and developing a learning plan to identify:
  - a. Barriers to regular school attendance;
  - b. An attainment goal; and
  - c. Means for achieving the attainment goal.
- 2. Monitoring a designated student's progress toward reaching the designated student's attainment goal. The attainment goal will be measurable and correlated with what would be considered a year's worth of progress.
- Providing tiered interventions and flexible enrollment options for a designated student
  who is not making progress toward reaching the student's attainment goal, including
  meeting regularly with the designated student. Membership days for the student will be
  determined according to the School's attendance and enrollment policies and
  procedures.



North Star Academy
Policy: Language Access Policy

Adopted: \_\_\_\_\_

#### Purpose

The purpose of this policy is to help ensure that North Star Academy (the "School") provides access to its services, programs, and activities to persons who have limited English proficiency and understand languages other than English.

#### **Definitions**

For purposes of this policy, the following terms have the following meanings:

"Primary language" means the first language spoken by a student and a student's parent/guardian.

"Interpretation" means simultaneous communication between a speaker of English and a speaker of another language.

"Translation" means written communication wherein the written words of one person are communicated to others in writing in a different language.

#### **Policy**

#### Language Access Coordinator

The School's Director shall designate a Language Access Coordinator who is responsible for implementing this policy at the School and ensuring that any necessary training on the policy is provided. The Language Access Coordinator may also recommend updates or changes to this policy in an effort to make the policy more effective.

#### Notification to Employees

The School shall notify its employees of this policy, the rights of parents/guardians and students to receive language assistance services, and the proper procedures to access language assistance services as outlined in this policy.

#### <u>Determination of Primary Language</u>

Within thirty (30) calendar days of a student's enrollment (or re-enrollment) in the School, the School shall determine the primary language spoken by the student and the student's parent/guardian, and if such language is not English, whether the student and parent/guardian require language assistance to communicate effectively with the School.

The School shall maintain a current record of the primary language of each parent/guardian of students enrolled in the School.

#### Obligation to Provide Language Assistance Services

The School shall, consistent with this policy and applicable law, provide translation and interpretation services to students and parents/guardians who require language assistance in order to communicate effectively with the School.

#### Interpretation Services

The School shall provide interpretation services during regular business hours to parents/guardians and their students who require such services in order to communicate with the School regarding critical information about the students' education. Depending upon availability, such interpretation services may be provided at the School, a reasonable location agreed upon by the School and a student's parent/guardian, or virtually.

The School shall provide the interpretation services described above for School activities, including but not limited to:

- (a) classroom activities:
- (b) impromptu and scheduled office visits or phone calls;
- (c) enrollment or registration processes;
- (d) the Individualized Education Program (IEP) process;
- (e) student educational and occupational planning processes;
- (f) fee waiver processes;
- (g) parent engagement activities;
- (h) student disciplinary meetings;
- (i) community councils (if any);
- (j) board meetings;
- (k) other School activities; and
- (I) other interactions between the parents/guardians of a student learning English and educational staff at the School.

#### Translation Services

The School shall provide translations of School materials to parents/guardians and their children who require them to communicate effectively with the School, and such materials include, but are not limited to:

- (a) registration or enrollment materials, including home language surveys and English learning program entrance and exit notifications;
- (b) assignments and accompanying materials;
- (c) report cards or other progress reports;
- (d) student discipline policies and procedures;

- (e) grievance procedures and notices of rights and nondiscrimination;
- (f) parent or family handbooks;
- (g) requests for parent permission; and
- (h) any other guidance, including guidance on when oral interpretation is preferable to written translation, to improve instruction and assistance by teachers, counselors, and administrators to a student learning English and the student's parents/guardians and family.

#### Centrally Produced Critical Communications

The School shall identify documents that it distributes or electronically communicates to parents/guardians containing critical information regarding their child's education, including, but not limited to, documents pertaining to:

- (a) registration, application, and selection;
- (b) standards and performance (e.g., standard text on report cards);
- (c) conduct, safety, and discipline;
- (d) special education and related services; and
- (e) transfers and withdrawals.

The School shall procure translations of the applicable critical communications listed above in a timely manner, in each of the covered languages, and work to make such translations available to parents/guardians and students of the School.

#### Student-Specific Critical Documents

Where required under this policy, the School shall provide parents/guardians with a translation of important documents that contain individual, student-specific information regarding, but not limited to, their student's:

- (a) health;
- (b) safety;
- (c) legal or disciplinary matters; and
- (d) entitlement to public education or placement in any special education, English language learner or non-standard academic program.

#### Qualifications of Interpreters and/or Translators

Individual interpreters and translators provided by the School do not have to be certified unless certification is required by law. However, they should be competent and, where possible, have experience providing interpretation or translation services for school activities and materials listed in this policy. Where deemed appropriate by the School's Director or Language Access Coordinator, the School may utilize online translation services such as Google Translate or Microsoft Translator to translate School materials or documents described in this policy.

The School shall follow its Special Education Policies and Procedures Manual when providing interpretation and translation services for students with disabilities.

#### Complaints

If any parent/guardian or student feels that they are not receiving the language assistance services set forth in this policy, they may address those concerns through the School's Parent Grievance Policy.

#### **Annual Review of Policy**

The School shall review this policy for efficacy on an annual basis. As part of this review, and for purposes of evaluating the effectiveness of this policy, the School may consult with its stakeholders and community members, refugee resettlement agencies, immigration services organizations, ethnic based community organizations.



North Star Academy
Policy: Supervision of Students at School-Sponsored Activities Policy
Adopted: \_\_\_\_\_

#### **Purpose**

The purpose of this policy is to outline the supervisory responsibilities of North Star Academy (the "School") coaches and other designated School leaders (e.g., advisors, assistants, activity leaders, etc.) in connection with School-sponsored activities. Another purpose is to provide standards of behavior and conduct that such School coaches and designated leaders must follow.

#### **Policy**

The School, School coaches, and other designated School leaders shall comply with Utah Administrative Code Rule R277-605.

#### Supervision of Students

School coaches and other designated School leaders shall diligently supervise the students under their care or control at all times while on School-sponsored activities, including but not limited to supervising such students:

- (a) on the field or court, or at other competition or performance or activity sites:
- (b) in locker rooms (as appropriate), seating areas, eating establishments, and lodging facilities; and
- (c) while traveling.

School coaches and other designated School leaders are responsible for a student who is under their care or control for as long as a student remains on School grounds following a School-sponsored activity, subject to the following:

- (a) After a School-sponsored activity on School grounds is over, parents/guardians are responsible to pick up their child promptly after the activity or make arrangements for someone else to pick up their child promptly after the activity; and
- (b) If a child has not been picked up within 15 minutes of the School-sponsored activity ending, School coaches or other designated School leaders will contact the student's parent/guardian by telephone. If the student's parent/guardian cannot be reached by telephone, School coaches or other designated School leaders will contact, by telephone, the emergency contact(s), if any, designated by the student's parents/guardians. If neither the parent/guardian nor an emergency contact can be reached or are able to pick up the student in a timely manner, School coaches or other designated School leaders may contact

the police or the Division of Child and Family Services (DCFS) to report the situation.

If parents/guardians experience an emergency that causes them to run late or to be unable to have their child picked up within 15 minutes of a School-sponsored activity ending, they should notify the School coach or other designated School leader as soon as possible.

#### **Behavior and Conduct**

School coaches and other designated School leaders shall be exemplary role models to students and shall not use alcoholic beverages, tobacco, controlled substances, or participate in promiscuous sexual relationships while on School-sponsored activities. School coaches and other designated School leaders shall act in a manner consistent with Utah Code § 53G-8-209 and shall not:

- (a) use foul, abusive, or profane language while engaged in School-related activities: or
- (b) permit hazing, demeaning, or assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order Utah law.

School coaches and other designated School leaders shall abide by the rules pertaining to athletic and activity clinics set forth in R277-605-5. School coaches shall satisfy all of the training requirements listed in R277-605-6, and the School shall maintain verification of the coaches' compliance with the training requirements.

North Star Academy
Teacher and Student Success Plan
School Year: 2023–2024

School: North Star Academy (NSA)

| Date Board Student Success Framework Approved:  | June 20, | 2019 |
|---|----------|------|
| Date Teacher and Student Success Plan Approved: |          |      |

General Information – In accordance with the Student Success Framework approved by the Board, the school's administration 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 will meet proficiency Score on the end of year Summative tests in ELA with a 1% proficiency increase until NSA reaches 90%.
- 2. High Performing Students will have an opportunity for enhanced educational opportunities through the SEM model.

#### Measurement

- 1. Goal 1 as measured by end of year summative test.
- 2. 100% of students will have opportunities for enriched educational learning through activities through activities such as utilization of the School wide Enrichment Model pull outs, Cluster, or curriculum compacting that challenge students in an area of interest and/or strength.

#### **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.
- Students will take end of year summative tests in language arts.
- Professional development opportunities will be provided for NSA staff to increase teaching strategies utilized in the classroom.

#### Estimated 2023-2024 Budget

60% of the TSSA funds will be used for augmentation of existing programs. 40% of the TSSA funds will be used for teacher salaries to support retention.

NOTES: According to statute, administration needs to annually submit to the LEA Board a description of (1) budgeted and actual expenditures of the Plan, (2) how the expenditures relate to the school's Plan, and (3) how the school measures the success of the school's participation in the program. The above plan fulfills these requirements.

The school must post on its website (a) the approved Plan, (b) a description of the school's allocation budgeted and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

### JOSEF RAMIREZ PAINTING LLC 5785 W.CORAL HILL CIRCLE WEST VALLEY CITY UT 84118

## **Estimate**

| Date      | Estimate # |
|-----------|------------|
| 1/31/2023 | 722        |

Project

| Description   | Qty      | Rate      | Total      |
|---|----------|-----------|------------|
|   | Qty      |           |            |
| North Star Academy Exterior Stage Addition clean up and apply | 1        | 11,800.00 | 11,800.00  |
| BlockSealer   |          |           |            |
|   |          |           |            |
| Stage Addition for NORTH STAR ADDITION                        |          |           |            |
| 2920 West 14010 South   |          |           |            |
| Bluffdale, UT   |          |           |            |
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|   | T        | otal      | \$11,800.0 |

From: Jaime Duenas < injconstructiondp@gmail.com >

**Date:** Thursday, March 23, 2023 at 2:10 PM **To:** Kirk Blake < <u>Kirk@academicawest.com</u>> **Subject:** Re: Block seal for North Star

Prep and pressure wash cinder block before sealer is applied

Seal cinder block with SL-1000 penetrating sealer non gloss

2,400 sq ft @ \$1.90 = \$4,560

This includes materials, travel, labor and boom lift rental.



P.O. Box 450, Magna, UT 84044 (801) 250-7500 (801) 252-7186 fax

# **North Star Arts Academy**

Billing Address **2920 W. 14010 S.** 

Kaysville, UT 84037

801-444- 9378

Contact Kirk Blake

kirk@academicawest.com

## **PROJECT:**

## **North Star Arts Academy**

2920 W. 14010 S.

Riverton, UT

| DESCRIPTION   |   |  | AMOUNT                      |           |        |
|---|---|--|-----------------------------|-----------|--------|
| Apply Hot Rubberi<br>in Asphalt   | zed Crack Seal to Cracks  | <b>3,500</b> ft.                       |                             | \$        | 2,100  |
| Apply Perimeter Crack Seal to all concrete edges 2,328ft.   |   |  |                             | \$        | 1,397  |
| Saw cut remove and replace section near dumpster and one area in drop off zone approximately 2,177 sq.ft. |   |  |                             | \$        | 14,947 |
|   | s and cracks in the asphalt with compare incorporated herein and a made |  | TOTAL:                      | \$18      | 3,444  |
| PR:   | OPOSAL PREPARED BY:  DATE:  | Brach Boman<br>435-841-1826<br>2/15/23 | Payment Due Upon Completion |           |        |
| ACCEPTANCE OF PROPOSAL:   | (Please fax an authorized co  | opy to 801-252-7186 or ema             | il it to brach.boman@gı     | mail.com) |        |
| Authorized Signature:   |   |  | Date:                       |           |        |
| Title:  |   |  |                             |           |        |
| Company:  |   |  |                             |           |        |
|   |   |  |                             |           |        |

#### **Andersen Asphalt**

801-675-1555 admin@andersenam.com



Prepared For: Academica West 290 N Flint St

Kaysville, UT 84037 435-663-5107

Attention: Kirk Blake

**Project Address:** North Star Academy W 14000 S

Herriman, UT 84096

Thank you for the opportunity to provide you with a proposal. Please review the proposal and feel free to call with any questions.

ASPHALT REPAIR \$15,229.50

#### Repair 2,200 Square Feet excavated up to a depth of 4.00 inches.

- This work is performed by saw cutting and removing asphalt to the above specified depth and hauling away.
- If road base is deemed unsuitable, soft spot repair will be necessary and billed additionally.
- The exposed sub-grade will be compacted to a uniform depth and vertical edges of the open patch will be tack coated using SS1H emulsion.
- New asphalt will then be placed and compacted to a uniform consistency (multiple lifts may be required).
- The finished elevation of the new repair will match the adjacent surfaces.
- This work can usually be completed with minimal inconvenience to traffic.

#### **CRACK SEAL PAVEMENT & PERIMETER JOINTS**

\$3,573.57

## Crack Seal 3,000 Linear Feet of transverse and lateral asphalt pavement cracking including perimeter joints

- This work is performed by cleaning debris and vegetation from transverse and lateral pavement cracks 1/4" to 11/2" with the use of wire wheels and heat lances.
- Cracks will be sealed with Nuvo CS B A next generation hot applied, polymer modified crack and joint sealant. (Meets ASTM Specifications)
- Cracks near or under vehicles may not be treated if vehicle is not removed.
- Nuvo CS B with advanced performance intelibond technology is fast setting, extremely flexible at cold temperatures, and durable in the hot months.
- If additional crack seal over the above linear footage is requested, work will be completed at the same unit price per linear foot.
- This work can be completed with minimal inconvenience to traffic.

PROPOSAL TOTAL: \$30,435.43

#### Apply 47,848 Square Feet of AP4 Asphalt Surface Treatment

- Apply AP4 Surface Treatment, which is a high performance, high-density, emulsion based asphalt polymer treatment at a rate of 65+ wet Mils.
- AP4 consists of at least 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.
- We will thoroughly clean the pavement with wire bristled sweepers, high powered blowers, and high pressured water (if necessary).
- A polymer modified tack coat will be applied if necessary for adhesion and added protection.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- Sprinkler systems are to be shut off 24 hours prior to treatment and 24 hours after completion.
- The parking lot may be reopened 24 hours after the completion of work but is subject to weather temperatures and other related conditions.
- We are not responsible for damage to property from vehicular or foot traffic on wet material.

STRIPING LINES \$1,618.85

#### Apply traffic paint to parking stalls and other marked areas

2,120 Striping

4 ADA white symbol with blue box

4 Arrow - new layout

Four Square

12 Crosswalk - Each bar

- Apply Sherwin Williams SetFast traffic paint, which is a dependable application that provides fast-drying properties and excellent durability.
- If a detailed striping layout is not provided, we will exercise our best effort to re-stripe the area per the
  existing layout.
- A minimum of \$400 for each additional mobilization may be required.
- Please ensure all vehicles are removed (towing if required) from the affected areas prior to scheduled time.

#### PREPARED BY: Andersen Asphalt

#### Notes:

- Additional quantities to be billed at the same rate.
- Power steering turning marks are normal and will fade away over time.
- The sealed surface will remain tender during the hot months of the year.
- Customer is responsible to ensure sprinklers are turned off 24 hrs prior and remain off for 24 hrs after project. Additional costs will be billed if contractor arrives to a wet surface
- It is the responsibility of the customer to ensure all vehicles or other debris is clear from the maintenance area. All towing costs will be billed to the customer.
- Price based on 1 Mobilization; additional mobilizations will be charged extra.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- Sprinkler systems are to be shut off 24 hours prior to treatment and 24 hours after completion.
- We are not responsible for damage to property from vehicular or foot traffic on wet sealcoat.

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes:

Any adjustments to the original scope of work shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

| Purchaser:    | Title: |
|---------------|--------|
|               |        |
| Printed Name: | Date:  |

#### PROPOSAL & CONTRACT



#### **ASPHALT SERVICES**

5464 West Leo Park Road, West Jordan, Utah 84081 • Phone(801) 280-9400 • Fax(801)280-3526

#### Seal Coating • Crack Sealing • Slurry Seal • Asphalt Repairs

Academica West 290 N. Flint Street. Suite A Kaysville, UT 84037 Kirk Blake 801-444-9378

JOB

North Star Academy 2920 W. 14000 S. Bluffdale, UT Same

• Dig Out 1223 Feet of Asphalt and Replace with 3 Inches of Asphalt

5,063.22

\$

Details: Saw cut all patch areas (4).

Remove approximately 1,223 square feet of existing asphalt 3 inches thick and haul off.

Recompact existing road base.

Apply a tack oil to all the edges of all the patches.

Replace approximately 1,223 square feet 3 inches thick with newly compacted hot mix asphalt. Estimate is based on an existing asphlat thickness of 3 inches and does not include any

excavation of subgrade or soft spot repair.

Estimate is based on doing the job in one mobilization.

| Terms of Paymen                     | nt: UPON COMPLETION          | Total Contract Price \$ 5,063.22  |
|-------------------------------------|------------------------------|---|
| We hereby agree<br>the work describ |                              | l and equipment for the completion, in a good and workmanlike manner, of  |
| Date                                |                              | By  |
|                                     |                              | ACCEPTANCE  |
|                                     | l according to the terms set | ou are authorized to perform the work described herein. It is agreed that orth herein. All of the terms on the reverse side are incorporated herein and |
| Date                                | , 20                         | Company   |
|                                     | By                           | Title   |

- Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowance for omissions shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding.
- 2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on the work subject to this agreement.
- 3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and a full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.
- 4. Both parties agree that M&M Asphalt Services is not responsible for breakage of underground pipes, wiring or other improvements which are not visible to workmen on the property.
- 5. The undersigned agrees that all defects in material or labor must be brought to the attention of M&M Asphalt Services within thirty (30) days of receipt of billing invoice for the work performed or else waives its right to claim any offers for these defects.
- 6. Unless specified otherwise, the party for whom this work is performed assumes responsibility for traffic control and any barricading necessary, as well as assuring traffic is not permitted on the new surface until the material is set and dry.
- 7. If payment is not received by M&M Asphalt Services according to the terms specified in this agreement, the purchaser of products and services from M&M Asphalt Services shall be liable for cost incurred by M&M Asphalt Services including a reasonable attorney's fee if the account is placed with an attorney for collection.
- 8. The undersigned agrees to pay all invoices from M&M Asphalt Services within the terms described herein. If payment is not received as set forth herein, the undersigned agrees to pay on and one-half percent (1½%) compounded monthly on all outstanding amounts owing to M&M Asphalt Services.
- 9. This bid is based on the current price of labor and material and if not accepted within 15 days from date hereof, the right is reserved to submit a new bid.
- 10. All agreements contingent upon strikes, accidents or delays beyond control.
- 11. This contract shall be governed by the laws of the State of Utah both as to interpretation and performance. The place of this agreement and its exclusive forum for enforcement and interpretation shall be Salt Lake County, Utah.

## **INVOICE**

Lincoln Academy 1582 West 3300 North Pleasant Grove, Utah 84062 United States

BILL TO

**North Star Academy** 

Tana Archer

tarcher@north-staracademy.com

**Invoice Number: 29** 

Invoice Date: April 28, 2023

Payment Due: May 28, 2023

Amount Due (USD): \$22,100.00

| Items   | Quantity | Price             | Amount      |
|---|----------|-------------------|-------------|
| Newline 86" Interactive Smart Boards Display 10 percent deposit - Due May 5 | 1        | \$2,200.00        | \$2,200.00  |
| Newline 86" Smartboards remaining balance                                   | 1        | \$19,900.00       | \$19,900.00 |
|   |          | Total:            | \$22,100.00 |
|   |          | Amount Due (USD): | \$22,100.00 |



### Literacy KPIs North Star Academy

8.0

Average Weekly Login 0.4

Average Weekly Activities (Target 2)

**72** 

Average Activities Score 0.5

Avg Weekly Teacher Logins 99%

Levelset Completed

#### **Key Metrics by Grade**

| is y is to the state of the sta | 7    | 8   | 9   |
|--|------|-----|-----|
| Number of Students   | 59   | 56  | 56  |
| Avg. Lit Weekly Logins   | 0.8  | 1.1 | 0.4 |
| Avg. Lit Weekly Activities   | 0.3  | 0.9 | 0.2 |
| Avg. Lit AFTS  | . 72 | 74  | 62  |
| Lexile Growth Needed Per Month   | 0    | 15  | 15  |

#### **Lexile Metrics**

