



Ogden Preparatory Academy

OPA Board of Directors Meeting

Published on March 8, 2023 at 10:07 PM MST

Date and Time

Thursday February 9, 2023 at 4:30 PM MST

Location

1435 Lincoln Avenue
Ogden UT 84404
JH Library

The Mission of the Ogden Preparatory Academy Charter School is to provide a challenging curriculum where academic excellence, character development, and individual growth are nurtured in a safe and happy environment that involves the active participation of students, teachers, parents and community members.

Agenda

| | Purpose | Presenter | Time |
|---|-----------------|-------------|----------------|
| I. Opening Items | | | 4:30 PM |
| A. Record Attendance | | | 1 m |
| B. Call the Meeting to Order | | | |
| C. Approve Minutes | Approve Minutes | Sara Mejeur | 1 m |
| Approve meeting minutes from January 12, 2023. | | | |
| D. Opportunity for Public Input | | | 5 m |
| E. Opportunity for Public Input on the FY24 Fee Schedule | | Sara Mejeur | 5 m |

| | Purpose | Presenter | Time |
|--|---------|-------------------|----------------|
| II. Finance | | | 4:42 PM |
| A. Financial Review | FYI | Spencer Adams | 5 m |
| B. Utah Engineering HVAC Control Upgrade | Vote | Debbie Deem | 5 m |
| C. Phone System and Service | Vote | Debbie Deem | 5 m |
| III. Executive Session | | | 4:57 PM |
| A. Motion to enter an executive session to protect the privacy of an individual. | Vote | Sara Mejeur | 5 m |
| B. Motion to exit the Executive Session | Vote | Sara Mejeur | 5 m |
| C. Opportunity to vote on new Board Member(s). | Vote | Sara Mejeur | 5 m |
| IV. Administrative Report | | | 5:12 PM |
| A. Administrative Board Report | FYI | Debbie Deem | 5 m |
| B. School Land Trust Plan, FY24 | Vote | Debbie Deem | 5 m |
| V. Policy Updates | | | 5:22 PM |
| A. Policy Updates | Vote | Stephanie Mathers | 5 m |

Reviews with proposed edits:

- Framework for School Improvement
- Background Check Policy
- Cash Handling Policy

Discussion:

Safe School Policy

VI. Other Discussion

VII. Closing Items

| | Purpose | Presenter | Time |
|---------------------------|---------|-------------|------|
| A. Adjourn Meeting | FYI | Sara Mejeur | |

Coversheet

Opportunity for Public Input on the FY24 Fee Schedule

Section: I. Opening Items
Item: E. Opportunity for Public Input on the FY24 Fee Schedule
Purpose: FYI
Submitted by:
Related Material: 7.16.POL Fee Schedule (EN) - Google Docs.pdf



OGDEN PREPARATORY ACADEMY

Official Policy

7. Students

7.16.POL Fee Schedule

Effective/Revision Date: 03/10/2022

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| Fee Name | Amount |
|---|----------------------------|
| Course/Grade Related Fees (Curricular) | |
| Endurance Training/year <i>VASA membership; Sports program pays balance of membership.</i> | \$8.00/month; \$72/year |
| Credit Recovery <i>(not to be waived)</i> | \$25/semester |
| Advanced Placement Testing Fees <i>(not to be waived)</i> | Varies by test |
| Personal Discretionary Expenses (not to be waived) | |
| PE Uniform Shirt - 1 item | 8.00 |
| PE Uniform Shirt - 2 items | 15.00 |
| Yearbook Elementary, Soft Cover | 14.00 |
| Yearbook Elementary, Hard Cover | 18.00 |
| Yearbook Junior High | 20.00 |
| Class Change Fee | 10.00 |
| Replacement Name Tag* | 5.00 |
| Replacement Planner* | 5.00 |
| Replacement Headphones Earbuds* | 85.00 |
| Replacement or Repair for Chromebook** | Up to \$343260 |

| | |
|--|------------------|
| Lost or damaged books | Cost of book |
| Extracurricular Opportunities | |
| School Dances | Varies \$1-\$5 |
| Lagoon School Day | Varies \$45-\$55 |
| Uniform Free Day | \$1 |
| Expeditionary Learning Opportunities (Co-Curricular) | |
| Spain Field Trip** <i>Air and bus travel; lodging; food; tuition; tour guides; entrance fees</i> | \$3,000.00 |
| West Coast Science Expedition** <i>Fuel expenses; entrance fees; lodging fees; supplies; tours</i> | \$300.00 |
| Southern Utah Science Expedition** <i>Fuel expenses; entrance fees; lodging fees; supplies; tours</i> | \$100.00 |

**Work alternatives to payment are available.*

*** Amounts reflect maximums; individual amounts may vary depending on actual costs, student count, trip fees, and fundraising revenues.*

Fee Limits

Curricular Fees

Per Student : \$75
Per Family: \$150

Personal Discretionary Expenses

No Limits

Expeditionary Learning Opportunities

1. No Limits
2. Service Requirements:
 - a. Science Expeditionary Learning Opportunities (Oregon and Escalante): Each trip has a 2 hour service project requirement for all attendees.
 - b. Spain Trip:
 - i. All attendees must participate in group planned service and fundraising activities. No more than 20 hours.

| | |
|-------------------------------------|-------------|
| 7.16.POL Fee Schedule | |
| Effective/Revision Date: 03/10/2022 | Page 2 of 4 |

- ii. Individual fundraising opportunities are also provided. Hours may vary.

| Student Device (chromebook) Repair Costs | |
|--|---------------|
| <ul style="list-style-type: none"> • <i>Part costs are wholesale costs and may be subject to change based on availability.</i> • <i>These costs are based on the device being reparable in house. Additional costs or replacement may be required for extensive damages.</i> • <i>Repairs will only be made if the cost is less than replacement.</i> | |
| Item | Amount |
| Casing | \$20.00 |
| Battery | \$25.00 |
| Radiator | \$22.00 |
| WiFi Card | \$25.00 |
| Motherboard | \$150.00 |
| Speakers | \$20.00/pair |
| USB Board (if applicable) | \$35.00 |
| Trackpad | \$35.00 |
| Keyboard | \$60.000 |
| Display Bezel | \$20.00 |
| Display | \$130.00 |
| Camera | \$15.00 |
| Keys | \$0.10/each |
| Labor | \$40.00/hour |

Document History

Approved: unknown

Revised: 06/16/2016

06/14/2017 *Added: Ultimate Frisbee, Environmental Science, Biology, Weight Training; Equalized electives; Simplified/increased yearbook; Removed robotics.*

07/19/2017 *Changed the PE shirt fee to \$8, made the PE shorts optional.*

06/13/2018 *Changed the Endurance Training Fee to \$8/month; \$72/year due to VASA membership costs*

| 7.16.POL Fee Schedule | |
|-------------------------------------|-------------|
| Effective/Revision Date: 03/10/2022 | Page 3 of 4 |

- 06/12/2019 *Added Credit Recovery at \$25/semester.
Removed Grade level fees to increase transparency.
Added Student and Family maximums.
Added additional fees to make the schedule more inclusive.*
- 08/15/2019 *Reduced the cost of Junior High Yearbook to reflect actual costs.
Added replacement earbud costs.*
- 03/19/2020 *Removed course specific charges except Endurance Training and Weight training facility fees. Added one grade level fee. Added spend plan information, and service and fundraising requirements for trips.*
- 05/21/2020 *Increased grade level fee to account for chromebook check out. Increased individual and family maximums to correspond to grade level fee increase.*
- 03/11/2021 *Added Chromebook repair costs, adjusted some fees as needed, and corrected trip descriptions.*
- 07/14/2021 *Removed class fees and sports fees.*
- 03/10/2021 *Updated category names to reflect reporting language; adjusted some fees due to changes in costs.*

Legal References

7.16.POL Fee Schedule

Effective/Revision Date: 03/10/2022

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Coversheet

Financial Review

Section: II. Finance
Item: A. Financial Review
Purpose: FYI
Submitted by:
Related Material: January 2023 Budget Detail.pdf
January 2023 Budget Summary.pdf



Actuals as of: **January 31, 2023** Percentage of Year: **58.3%**

| Budget Detail Report | (1,040 Students) | (1,037 Students) | 1037 | (-7 Students) | 1030 | % of Forecast |
|---|---------------------|---------------------|---------------------|-------------------|----------------------|---------------|
| | FY22 Actuals | FY23 Actuals | FY23 Budget | Changes | FY23 Forecast | |
| Revenue | | | | | | |
| 1000 Local | | | | | | |
| 1510 Interest on Investments | \$ 21,235 | \$ 143,972 | \$ 16,000 | \$ 127,972 | \$ 143,972 | 100.0% |
| 1600 Lunch Program (Students & Adults) | \$ 6,242 | \$ 39,519 | \$ 40,000 | \$ - | \$ 40,000 | 98.8% |
| 1710 Student Sales | \$ 22,074 | \$ 13,565 | \$ 10,000 [1] | \$ 3,565 | \$ 13,565 [2] | 100.0% |
| 1710 OPAP0 | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 1710 Art Expo | \$ - | \$ - | \$ 2,000 | \$ - | \$ 2,000 | 0.0% |
| 1740 Student Fees | \$ 14,867 | \$ 6,316 | \$ 15,533 | \$ - | \$ 15,533 | 40.7% |
| 1741 Trips (Co-Curricular Fees) | \$ 16,592 | \$ 41,828 | \$ 65,000 | \$ - | \$ 65,000 | 64.4% |
| 1790 Sports (Extra Curricular Fees) | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 1910 Rental of Facility | \$ 3,985 | \$ 3,950 | \$ 825 | \$ 3,125 | \$ 3,950 | 100.0% |
| 1920 Fundraising | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 1920 Contributions & Donations | \$ 12,870 | \$ 32,240 | \$ 10,000 | \$ 22,240 | \$ 32,240 | 100.0% |
| 1990 Miscellaneous | \$ 18,213 | \$ 10,725 | \$ - | \$ 11,000 | \$ 11,000 | 97.5% |
| Total 1000: | \$ 116,078 | \$ 292,115 | \$ 159,358 | \$ 167,902 | \$ 327,260 | 89.3% |
| 3000 State | | | | | | |
| 0.3005 Regular School Prgm K | \$ 201,674 | \$ 132,621 | \$ 218,122 | \$ 8,274 | \$ 226,396 | 58.6% |
| 0.3010 Regular School Prgm 1-12 | \$ 3,309,293 | \$ 2,059,990 | \$ 3,579,440 | \$ (48,028) | \$ 3,531,412 | 58.3% |
| 0.3020 Professional Staff | \$ 267,355 | \$ 172,922 | \$ 265,550 | \$ 30,888 | \$ 296,438 | 58.3% |
| 31.1205 Special Education -- Add-On | \$ 592,605 | \$ 371,926 | \$ 592,605 | \$ 28,331 | \$ 620,936 | 59.9% |
| 31.1210 Special Education -- Self-Contained | \$ 51,062 | \$ 27,062 | \$ 51,062 | \$ (4,670) | \$ 46,392 | 58.3% |
| 31.1220 Special Education -- Extended Year | \$ 4,487 | \$ 2,628 | \$ 4,466 | \$ 39 | \$ 4,505 | 58.3% |
| 31.1225 Special Education - Impact Aid | \$ 11,298 | \$ 6,593 | \$ 11,230 | \$ 72 | \$ 11,302 | 58.3% |
| 31.1278 Special Education- Extended Year Stipend | \$ 3,605 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 31.5201 Class Size Reduction K-8 | \$ 315,846 | \$ 200,961 | \$ 313,714 | \$ 30,790 | \$ 344,504 | 58.3% |
| 31.5344 Enhancement for At-risk students | \$ 169,310 | \$ 149,006 | \$ 200,000 | \$ 54,737 | \$ 254,737 | 58.5% |
| 31.5901 CTE College & Career Awareness | \$ - | \$ 3,574 | \$ - | \$ 6,127 | \$ 6,127 | 58.3% |
| 32.0500 Charter School Base Amount | \$ 102,505 | \$ 57,055 | \$ 101,813 | \$ (5,314) | \$ 96,499 | 59.1% |
| 32.5619 Charter School Local Replacement | \$ 2,800,937 | \$ 1,762,748 | \$ 3,037,921 | \$ (72,240) | \$ 2,965,681 | 59.4% |
| Charter School Local Replacement Lag | \$ - | \$ - | \$ - | \$ 51,951 | \$ 51,951 | 0.0% |
| 32.5651 Educator Professional Time (HB 396) | \$ - | \$ 110,416 | \$ - | \$ 44,176 | \$ 44,176 | 249.9% |
| 32.5653 Public Ed Capital & Tech | \$ - | \$ 130,769 | \$ - | \$ 130,769 | \$ 130,769 | 100.0% |
| 32.5665 Grow Your Own Teacher | \$ 47,040 | \$ 31,221 | \$ - | \$ 15,000 | \$ 15,000 | 208.1% |
| 33.5331 Gifted and Talented | \$ 8,461 | \$ 5,155 | \$ 7,121 | \$ 1,716 | \$ 8,837 | 58.3% |
| 33.5641 Early Intervention | \$ 122,652 | \$ 70,000 | \$ 120,000 | \$ - | \$ 120,000 | 58.3% |
| 33.5805 Early Literacy (K-3) | \$ 75,081 | \$ 30,946 | \$ 74,574 | \$ (21,523) | \$ 53,051 | 58.3% |
| 34.5662 Outdoor Recreation Grant | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 34.5807 TSSP (Teacher Salary Supplement Prgm) | \$ 25,901 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 34.5868 Teacher Materials and Supplies | \$ 9,958 | \$ 9,677 | \$ 9,891 | \$ (214) | \$ 9,677 | 100.0% |
| 34.5876 Educator Salary Adjustment | \$ 329,681 | \$ 190,019 | \$ 329,681 | \$ (6,120) | \$ 323,561 | 58.7% |
| 34.5911 EL Software Grant | \$ 41,833 | \$ - | \$ 39,673 | \$ 0 | \$ 39,673 | 0.0% |
| 35.5420 School Land Trust | \$ 138,078 | \$ 140,030 | \$ 145,000 | \$ (4,970) | \$ 140,030 | 100.0% |
| 35.5655 Digital Teaching & Learning | \$ 61,415 | \$ - | \$ 64,851 | \$ (2,818) | \$ 62,033 | 0.0% |
| 35.5666 Professional Learning | \$ 7,365 | \$ 4,215 | \$ - | \$ 7,227 | \$ 7,227 | 58.3% |
| 35.5678 TSSA | \$ 186,678 | \$ 131,420 | \$ 185,418 | \$ 1,260 | \$ 186,678 | 70.4% |
| 35.5679 Student Health & Counseling | \$ 30,584 | \$ - | \$ 40,000 | \$ 21,322 | \$ 61,322 | 0.0% |
| Mental Health Add-On Grant (Carry-Fwd) | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 35.5810 Library Books & Electronic Res | \$ 1,076 | \$ 628 | \$ 1,069 | \$ 7 | \$ 1,076 | 58.4% |
| 35.5644 STEM Endorsement Center | \$ - | \$ 943 | \$ - | \$ 943 | \$ 943 | 100.0% |
| 38.5672 Substance Abuse | \$ 2,333 | \$ 4,000 | \$ 2,317 | \$ 1,683 | \$ 4,000 | 100.0% |
| 38.5674 Suicide Prevention | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ - | \$ 1,000 | 100.0% |
| 38.5697 LETRS Professional Development | \$ - | \$ 5,764 | \$ - | \$ 5,764 | \$ 5,764 | 100.0% |
| 38.8070 Liquor Tax (Lunch Program) | \$ 124,007 | \$ 49,601 | \$ 75,000 | \$ - | \$ 75,000 | 66.1% |
| Total 3000: | \$ 9,043,120 | \$ 5,862,890 | \$ 9,471,518 | \$ 275,179 | \$ 9,746,697 | 60.2% |
| 4000 Federal | | | | | | |
| 42.7210 ESSER CARES | \$ 1,600 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 42.7215 ESSER II CARES | \$ 648,979 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 42.7225 ESSER III ARP | \$ 428,477 | \$ - | \$ 1,000,000 | \$ - | \$ 1,000,000 | 0.0% |
| 42.7230 GEERS II Funding | \$ 23,966 | \$ - | \$ 20,204 | \$ - | \$ 20,204 | 0.0% |
| 45.8081 Emergency Operating Fund | \$ 3,972 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 45-4522 IDEA Preschool | \$ 3,487 | \$ - | \$ 3,487 | \$ - | \$ 3,487 | 0.0% |
| 45-4523 IDEA Preschool ARP | \$ 3,322 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 45-4524 IDEA | \$ 158,618 | \$ - | \$ 158,618 | \$ - | \$ 158,618 | 0.0% |
| 45-4525 IDEA ARP | \$ 43,226 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 45-4526 MTSS Grant | \$ 6,000 | \$ - | \$ 6,000 | \$ (6,000) | \$ - | 0.0% |
| 45-8071 National School Lunch Program | \$ 50,314 | \$ 53,782 | \$ 51,000 | \$ 2,782 | \$ 53,782 | 100.0% |
| 45-8072 NSLP - Free & Reduced | \$ 553,097 | \$ 158,788 | \$ 300,000 | \$ - | \$ 300,000 | 52.9% |
| 45-8074 NSLP - Breakfast | \$ 99,950 | \$ 27,857 | \$ 75,000 | \$ - | \$ 75,000 | 37.1% |
| 45-8075 Kitchen Equipment Grant | \$ 26,560 | \$ - | \$ 76,478 | \$ - | \$ 76,478 | 0.0% |
| 45-8076 Supply Chain Assistance | \$ 20,482 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 45-8079 After School Program | \$ 6,043 | \$ 6,069 | \$ - | \$ 6,069 | \$ 6,069 | 100.0% |
| 48.7801 Title I - Remedial Services | \$ 223,846 | \$ - | \$ 225,247 | \$ - | \$ 225,247 | 0.0% |
| 48.7860 Title II - MAPP | \$ 15,231 | \$ - | \$ - | \$ 9,050 | \$ 9,050 | 0.0% |
| 48.7860 Title II | \$ 37,185 | \$ - | \$ 36,535 | \$ (5,577) | \$ 30,958 | 0.0% |
| 48.7880 Title III A - English Lang Acq | \$ 20,033 | \$ - | \$ 19,300 | \$ 5,888 | \$ 25,188 | 0.0% |
| 48.7905 Title IV Supporting Effective Instruction | \$ 740 | \$ 8,972 | \$ - | \$ 8,972 | \$ 8,972 | 100.0% |
| Total 4000: | \$ 2,375,128 | \$ 255,468 | \$ 1,971,869 | \$ 21,184 | \$ 1,993,053 | 12.8% |
| Total Revenue: | \$11,534,326 | \$ 6,410,473 | \$11,602,745 | \$ 464,265 | \$ 12,067,010 | 53.1% |



Actuals as of: **January 31, 2023** Percentage of Year: **58.3%**

| Budget Detail Report | (1,040 Students) | (1,037 Students) | 1037 | (-7 Students) | 1030 | % of Forecast |
|--|---------------------|---------------------|---------------------|--------------------|---------------------|---------------|
| | FY22 Actuals | FY23 Actuals | FY23 Budget | Changes | FY23 Forecast | |
| Expenses | | | | | | |
| 100 Salaries | | | | | | |
| 121 Principals and Assistants | \$ 604,556 | \$ 411,048 | \$ 749,400 | \$ (58,281) | \$ 691,119 | 59.5% |
| 131 Teachers | \$ 3,115,851 | \$ 1,920,548 | \$ 3,450,000 | \$ (144,510) [3] | \$ 3,305,490 | 58.1% |
| 132 PTO Cash out | \$ 18,330 | \$ - | \$ 17,000 | \$ - | \$ 17,000 | 0.0% |
| 132 Substitute Teachers | \$ 57,761 | \$ 32,042 | \$ 78,000 | \$ (9,026) | \$ 68,974 | 46.5% |
| 133 Special Education Director & Teachers | \$ 361,815 | \$ 247,696 | \$ 461,133 | \$ (7,509) | \$ 453,624 | 54.6% |
| 134 Stipends (Sports, other) | \$ 144,263 | \$ 69,426 | \$ 65,000 | \$ 9,050 | \$ 74,050 | 93.8% |
| 134 HB 396 Educator Professional Time Stipend | \$ - | \$ 44,176 | \$ - | \$ 44,176 | \$ 44,176 | 100.0% |
| 134 End of Year Bonus / Returning Bonus | \$ 40,615 | \$ 26,952 | \$ 45,000 | \$ (1,000) | \$ 44,000 | 61.3% |
| 134 Christmas Bonus | \$ 56,662 | \$ 61,082 | \$ 55,000 | \$ 6,082 | \$ 61,082 | 100.0% |
| 142 Counselor | \$ 114,000 | \$ 71,083 | \$ 125,000 | \$ - | \$ 125,000 | 56.9% |
| 145 Librarian | \$ 135,505 | \$ 87,194 | \$ 154,064 | \$ - | \$ 154,064 | 56.6% |
| 152 Secretarial & Clerical | \$ 208,918 | \$ 120,686 | \$ 271,554 | \$ (73,558) | \$ 197,996 | 61.0% |
| 161 General Ed TA | \$ 149,993 | \$ 1,510 | \$ 796,092 | \$ (796,092) | \$ - | 0.0% |
| 162 Special Education TA | \$ 390,611 | \$ 214,830 | \$ - | \$ 426,629 | \$ 426,629 | 50.4% |
| 163 Title I TA | \$ 148,702 | \$ 119,527 | \$ - | \$ 289,795 | \$ 289,795 | 41.2% |
| 164 Early Literacy (K-3) TA | \$ 63,208 | \$ 35,358 | \$ - | \$ 69,444 | \$ 69,444 | 50.9% |
| 165 Land Trust TA | \$ 66,794 | \$ 25,348 | \$ - | \$ 54,784 | \$ 54,784 | 46.3% |
| 166 Early Intervention TA | \$ 6,631 | \$ 5,347 | \$ - | \$ 17,016 | \$ 17,016 | 31.4% |
| 167 ESSER III TA | \$ - | \$ 44,105 | \$ - | \$ 93,365 | \$ 93,365 | 47.2% |
| 182 Facility Manager | \$ - | \$ 21,148 | \$ - | \$ - | \$ 40,313 | 52.5% |
| 184 IT Support | \$ - | \$ 32,250 | \$ - | \$ - | \$ 96,347 | 33.5% |
| 191 Food Service | \$ 303,237 | \$ 179,392 | \$ 303,961 | \$ - | \$ 303,961 | 59.0% |
| Total 100: | \$ 5,987,452 | \$ 3,770,748 | \$ 6,571,204 | \$ (79,635) | \$ 6,628,229 | 57.4% |
| 200 Benefits | | | | | | |
| 220 Social Security | \$ 427,413 | \$ 283,072 | \$ 459,984 | \$ 35,305 | \$ 495,289 | 57.2% |
| 230 Retirement | \$ 141,115 | \$ 85,091 | \$ 160,000 | \$ - | \$ 160,000 | 53.2% |
| 241 Group Insurance | \$ 410,960 | \$ 227,279 | \$ 419,566 | \$ - | \$ 419,566 | 54.2% |
| 242 Waiver Benefit | \$ 116,729 | \$ 88,000 | \$ 130,500 | \$ 26,125 | \$ 156,625 | 56.2% |
| 270 Worker's Compensation Fund | \$ 22,243 | \$ 11,002 | \$ 12,324 | \$ 5,076 | \$ 17,400 | 63.2% |
| 280 Unemployment Insurance | \$ 12,138 | \$ 6,464 | \$ 15,000 | \$ - | \$ 15,000 | 43.1% |
| Total 200: | \$ 1,130,598 | \$ 700,908 | \$ 1,197,374 | \$ 66,506 | \$ 1,263,880 | 55.5% |
| 300 Prof & Technical Services | | | | | | |
| 320 Substitute Services | \$ - | \$ 1,983 | \$ - | \$ 5,000 | \$ 5,000 | 39.7% |
| 320 Mental Health (Weber Health Services) | \$ 29,396 | \$ 11,255 | \$ 40,000 | \$ 21,322 | \$ 61,322 | 18.4% |
| 323 Speech Therapy | \$ 131,611 | \$ 99,918 | \$ 171,288 | \$ - | \$ 171,288 | 58.3% |
| 323 Psychology / Behavior | \$ 6,314 | \$ 6,502 | \$ 10,000 | \$ - | \$ 10,000 | 65.0% |
| 330 Employee Training & Development | \$ 71,823 | \$ 43,218 | \$ 40,000 | \$ 15,000 | \$ 55,000 | 78.6% |
| 352 Audit Services | \$ 21,800 | \$ 8,000 | \$ 22,300 | \$ - | \$ 22,300 | 35.9% |
| 345 Business Manager Services | \$ 84,000 | \$ 49,980 | \$ 86,520 | \$ (840) | \$ 85,680 | 58.3% |
| 349 Legal | \$ 88 | \$ 34,938 | \$ 15,000 | \$ - | \$ 15,000 | 232.9% |
| 355 IT Services | \$ 58,713 | \$ 51,666 | \$ 66,000 | \$ - | \$ 66,000 | 78.3% |
| Total 300: | \$ 403,745 | \$ 307,460 | \$ 451,108 | \$ 40,482 | \$ 491,590 | 62.5% |
| 400 Purchased Property Services | | | | | | |
| 410 Garbage / Sewer / Water | \$ 40,029 | \$ 23,688 | \$ 60,000 | \$ - | \$ 60,000 | 39.5% |
| 430 Repairs / Maintenance / Monitoring | \$ 195,461 | \$ 135,264 | \$ 134,000 | \$ 20,000 | \$ 154,000 | 87.8% |
| 433 Cleaning & Custodial Services | \$ 71,244 | \$ 41,559 | \$ 72,000 | \$ - | \$ 72,000 | 57.7% |
| 435 Lawn Care & Snow Removal | \$ 30,317 | \$ 32,924 | \$ 30,000 | \$ 15,000 | \$ 45,000 | 73.2% |
| 443 Lease of Copy Machines | \$ 4,290 | \$ 3,249 | \$ 4,800 | \$ - | \$ 4,800 | 67.7% |
| 450 Construction Services | \$ - | \$ 1,765 | \$ - | \$ - | \$ - | 0.0% |
| Total 400: | \$ 341,341 | \$ 238,449 | \$ 300,800 | \$ 35,000 | \$ 335,800 | 71.0% |
| 500 Other Purchase Services | | | | | | |
| 520 Property & Liability Insurances | \$ 43,511 | \$ 27,349 | \$ 37,000 [4] | \$ - | \$ 37,000 [5] | 73.9% |
| 530 Communication (Phone & Internet) | \$ 6,148 | \$ 3,665 | \$ 6,178 | \$ - | \$ 6,178 | 59.3% |
| 540 Marketing | \$ 5,084 | \$ 239 | \$ 10,000 | \$ - | \$ 10,000 | 2.4% |
| 542 Board Expenses | \$ 6,621 | \$ - | \$ 8,000 | \$ - | \$ 8,000 | 0.0% |
| 580 Travel / Per Diem | \$ 20,621 | \$ 12,864 | \$ 20,000 | \$ - | \$ 20,000 | 64.3% |
| 590 Field Trips (Bussing & Entrance Fees) | \$ 11,595 | \$ 2,719 | \$ 30,000 | \$ - | \$ 30,000 | 9.1% |
| 590 Student Activities - Aguilas Bussing | \$ 914 | \$ - | \$ 1,200 | \$ - | \$ 1,200 | 0.0% |
| 591 Sports (Bussing, Fees, Tri, Weight Training) | \$ 19,257 | \$ 12,585 | \$ 15,000 | \$ 10,000 | \$ 25,000 | 50.3% |
| 592 Trips | \$ 17,025 | \$ 27,253 | \$ 120,000 | \$ - | \$ 120,000 | 22.7% |
| 593 Clubs | \$ 6,894 | \$ 2,090 | \$ 4,500 | \$ - | \$ 4,500 | 46.4% |
| Total 500: | \$ 137,670 | \$ 88,764 | \$ 251,878 | \$ 10,000 | \$ 261,878 | 33.9% |



Actuals as of: **January 31, 2023** Percentage of Year: **58.3%**

| Budget Detail Report | (1,040 Students) | (1,037 Students) | 1037 | (-7 Students) | 1030 | % of Forecast |
|--|---------------------|---------------------|---------------------|-------------------|----------------------|------------------------|
| | FY22 Actuals | FY23 Actuals | FY23 Budget | Changes | FY23 Forecast | |
| 600 Supplies and Materials | | | | | | |
| 611 Classroom/ Legislative Supplies | \$ 59,073 | \$ 25,662 | \$ 30,000 | \$ 5,914 | \$ 35,914 | 71.5% |
| 611 SpEd Supplies | \$ 7,189 | \$ 6,692 | \$ 7,000 | \$ - | \$ 7,000 | 95.6% |
| 611 Garden Grant | \$ - | \$ - | \$ 755 | \$ (755) | \$ - | 0.0% |
| 611 Event Supplies | \$ 1,538 | \$ 5,424 | \$ 5,000 | \$ 5,000 | \$ 10,000 | 54.2% |
| 614 Safety & Wellness | \$ 140 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 613 OPA Apparel / Concessions | \$ 19,509 | \$ 11,664 | \$ 15,000 | \$ - | \$ 15,000 | 77.8% |
| 619 Yearbooks | \$ 4,600 | \$ 4,277 | \$ 6,790 | \$ - | \$ 6,790 | 63.0% |
| 617 OPAPO | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 618 Art Expo | \$ 139 | \$ - | \$ 2,400 | \$ - | \$ 2,400 | 0.0% |
| 616 Aguilas & 7 Habits | \$ 1,364 | \$ 1,072 | \$ 3,000 | \$ - | \$ 3,000 | 35.7% |
| 614 Staff Meals / Appreciation / Prof Dev | \$ 32,475 | \$ 20,503 | \$ 40,000 | \$ - | \$ 40,000 | 51.3% |
| 615 Counseling / Cultural Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 612 Office Supplies | \$ 37,539 | \$ 25,075 | \$ 35,000 | \$ - | \$ 35,000 | 71.6% |
| 621 Natural Gas | \$ 28,577 | \$ 13,911 | \$ 20,000 | \$ - | \$ 20,000 | 69.6% |
| 622 Electricity | \$ 68,643 | \$ 51,307 | \$ 80,000 | \$ - | \$ 80,000 | 64.1% |
| 630 Lunch Program Food & Supplies | \$ 409,963 | \$ 229,780 | \$ 440,000 | \$ - | \$ 440,000 | 52.2% |
| 641 Curriculum & Educational Software | \$ 147,161 | \$ 127,721 | \$ 110,000 | \$ - | \$ 110,000 | 116.1% |
| 644 Library | \$ 21,057 | \$ 12,730 | \$ 18,000 | \$ - | \$ 18,000 | 70.7% |
| 650 Technology Related Supplies | \$ 190,659 | \$ 350 | \$ - | \$ 1,200 | \$ 1,200 | 29.2% |
| 680 Maintenance & Cleaning Supplies | \$ 18,405 | \$ 21,764 | \$ 15,000 | \$ 21,200 | \$ 36,200 | 60.1% |
| Total 600: | \$ 1,048,031 | \$ 557,932 | \$ 827,945 | \$ 32,559 | \$ 860,504 | 64.8% |
| 700 Property, Equipment | | | | | | |
| 710 Land and Site Improvement | \$ 105,448 | \$ 20,369 | \$ 50,000 | \$ - | \$ 50,000 | 40.7% |
| 733 Furniture and Fixtures | \$ 11,273 | \$ 34,687 | \$ 40,000 | \$ - | \$ 40,000 | 86.7% |
| 734 Technology-Related Hardware & Software | \$ 133,154 | \$ 76,607 | \$ 150,000 | \$ 50,000 | \$ 200,000 | 38.3% |
| 738 Kitchen Equipment | \$ 23,026 | \$ 50,866 | \$ 76,478 | \$ - | \$ 76,478 | 66.5% |
| Total 700: | \$ 272,901 | \$ 182,529 | \$ 316,478 | \$ 50,000 | \$ 366,478 | 49.8% |
| 800 Debt Service and Misc | | | | | | |
| 810 Dues and Fees | \$ 28,540 | \$ 14,962 | \$ 30,000 | \$ - | \$ 30,000 | 49.9% |
| 812 Banking Fees | \$ 2,428 | \$ 942 | \$ 3,000 | \$ - | \$ 3,000 | 31.4% |
| 850 Bond - Restricted Assets | \$ 943,913 | \$ 720,943 | \$ 1,078,842 | \$ 82,686 | \$ 1,161,528 | 62.1% |
| 850 Bond Fees | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| 850 Contingency | \$ - | \$ - | \$ 20,000 | \$ - | \$ 20,000 | 0.0% |
| 890 Miscellaneous | \$ 9,158 | \$ - | \$ - | \$ - | \$ - | 0.0% |
| Total 800: | \$ 1,019,039 | \$ 736,847 | \$ 1,131,842 | \$ 82,686 | \$ 1,214,528 | 60.7% |
| Total Expenses: | \$10,340,777 | \$ 6,583,637 | \$11,048,629 | \$ 237,598 | \$ 11,422,887 | 57.6% |
| Net Income: | \$1,193,549 | \$ (173,164) | \$ 554,116 | \$ 226,667 | \$ 644,123 | |
| Reserve Funds Used in Year: | | | | Goal 4.75% | \$ 573,183 | Diff: \$ 70,940 |
| Fund Reserve: | | | | | | |

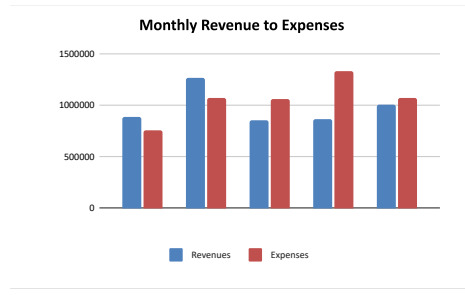
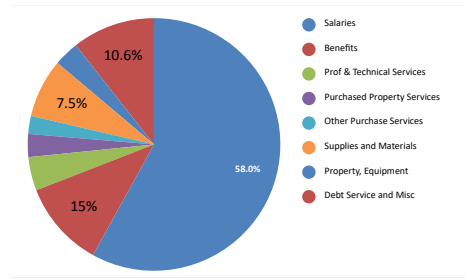


Financial Summary as of January 31, 2023

BUDGET REPORT **EXPENSES** **RATIOS**

58.3% through the Year

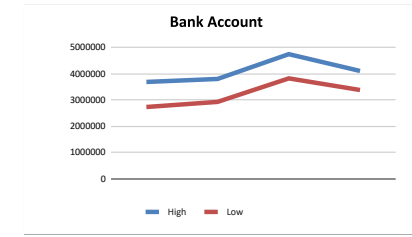
| | Year-to Date Actuals | Approved Budget | Forecast | % of Forecast |
|-----------------------------------|----------------------|----------------------|----------------------|---------------|
| Enrollment | 1040 | 1061 | 1040 | |
| Revenue | | | | |
| 1000 Local | \$ 292,115 | \$ 159,358 | \$ 327,260 | 89% |
| 3000 State | \$ 5,862,890 | \$ 9,471,518 | \$ 9,745,595 | 60% |
| 4000 Federal | \$ 255,468 | \$ 1,971,869 | \$ 1,993,053 | 13% |
| Total Revenue | \$ 6,410,473 | \$ 11,602,745 | \$ 12,065,908 | 53% |
| Expenses | | | | |
| 100 Salaries | \$ 3,770,748 | \$ 6,571,204 | \$ 6,627,127 | 57% |
| 200 Benefits | \$ 700,908 | \$ 1,197,374 | \$ 1,263,880 | 55% |
| 300 Prof & Technical Services | \$ 307,460 | \$ 451,108 | \$ 491,590 | 63% |
| 400 Purchased Property Services | \$ 238,449 | \$ 300,800 | \$ 335,800 | 71% |
| 500 Other Purchase Services | \$ 88,764 | \$ 251,878 | \$ 261,878 | 34% |
| 600 Supplies and Materials | \$ 557,932 | \$ 827,945 | \$ 860,504 | 65% |
| 700 Property, Equipment | \$ 182,529 | \$ 316,478 | \$ 366,478 | 50% |
| 800 Debt Service and Misc | \$ 736,847 | \$ 1,131,842 | \$ 1,214,528 | 61% |
| Total Expenses | \$ 6,583,637 | \$ 11,048,629 | \$ 11,421,785 | 58% |
| Net Income from Operations | \$ (173,164) | \$ 554,116 | \$ 644,123 | |
| Operating Margin | -2.7% | 4.8% | 5.3% | |



| | Actual | Goal |
|---------------------|--------|-------|
| Operating Margin | 5.3% | 4.75% |
| MADS (Modified Acc) | 1.60 | 1.51 |
| Days Cash on Hand | 131 | 100 |
| Unrestricted DCOH | 127 | 100 |
| Building Payment % | 10% | 20% |

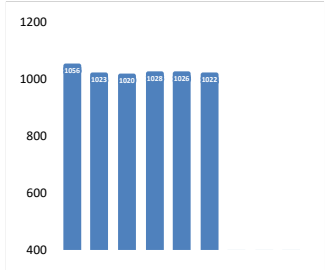
CASH **RESERVES** **ENROLLMENT**

| | |
|----------------------------------|--------------|
| Ending Cash Balance | \$ 4,101,394 |
| Ending Unrestricted Cash Balance | \$ 3,985,349 |
| Days Cash on Hand | 131 |



| | Actual Ytd | Forecast |
|----------------------------------|---------------------|---------------------|
| Last Year Reserve Balance | \$ 2,398,744 | \$ 2,398,744 |
| Reserves Added this Year | \$ (173,164) | \$ 644,123 |
| Early Childhood Center | \$ 12,896,521 | \$ 12,896,521 |
| Expenses from Reserves | | |
| Early Childhood Center | \$ (7,905,963) | \$ (12,502,249) |
| Bond Issuance & Related C | \$ (394,272) | \$ (394,272) |
| | \$ - | \$ - |
| New Reserve Balance | \$ 6,821,866 | \$ 3,042,867 |

| | S | O | N | D | J | F | M | A | M |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|----------|----------|
| K | 96 | 100 | 100 | 100 | 99 | 100 | | | |
| 1 | 105 | 102 | 101 | 103 | 102 | 103 | | | |
| 2 | 101 | 98 | 97 | 100 | 100 | 100 | | | |
| 3 | 109 | 102 | 102 | 102 | 101 | 102 | | | |
| 4 | 105 | 98 | 99 | 101 | 100 | 100 | | | |
| 5 | 99 | 92 | 91 | 92 | 91 | 93 | | | |
| 6 | 104 | 102 | 102 | 102 | 102 | 102 | | | |
| 7 | 115 | 113 | 113 | 113 | 115 | 114 | | | |
| 8 | 109 | 108 | 108 | 108 | 109 | 105 | | | |
| 9 | 113 | 108 | 107 | 107 | 107 | 103 | | | |
| Total | 1056 | 1023 | 1020 | 1028 | 1026 | 1022 | 0 | 0 | 0 |



Coversheet

Utah Engineering HVAC Control Upgrade

Section: II. Finance
Item: B. Utah Engineering HVAC Control Upgrade
Purpose: Vote
Submitted by:
Related Material: UTAH_Engineering JH.pdf
Utah Engineering WATTSMART information Flyer.pdf
UTAH_Engineering Elementary.pdf
UTAH_Engineering ECC.pdf



OGDEN PREPARATORY
ACADEMY

PRESENTED BY



3020 S. West Temple
Salt Lake City, UT. 84115

January 27, 2023

OGDEN PREPARATORY ACADEMY JR. HIGH

We are pleased to offer this proposal to furnish new Advanced Rooftop Controls on your facility. This is a great program offered from Rocky Mountain Power and Dominion energy to reduce energy consumption of the facility without sacrificing comfort in an effort to comply with local applicable code, ASHRAE standards and occupant comfort, we propose to furnish and install as follow.

SCOPE OF WORK

Subject: **Advanced Rooftop Controls (ARC)**

Job Site: **Ogden Preparatory Academy**

INCLUSIONS:

1. Installation of (14) Pelican Pearl Controllers
2. Installation of (1) new Pelican remote gateway for remote accessibility
3. Installation of necessary wireless network repeaters for network stability
4. Installation of (14) Pelican Thermostats with integrated Co2 sensors to monitor indoor air quality (IAQ)
5. Installation of (13) Variable Frequency Drives (VFD's) to control the indoor fan
6. Installation of supply, mixed air and outside air temperature sensors
7. Perform necessary configuration and commissioning for the new system and provide a deficiency report of any existing issues of the packaged equipment

CLARIFICATIONS/ ASSUMPTIONS:

- Applicable Warranties:
 1. 1-year labor warranty
 2. 5-year Pelican manufacturer warranty
 3. 3-year JCI VFD manufacturer warranty
 4. Customer will need to provide a network connection for the Gateway for remote connectivity
- Equipment Delivery:
 - a) ARC system components have varying lead times for delivery. An anticipated delivery date will be provided once the work is approved.



EXCLUSIONS:

1. Existing HVAC systems demolition or modifications not listed in scope.
2. Network services.
3. Service or repairs to existing HVAC equipment or systems not listed in scope.
4. Moving or relocation of owner furniture and items to allow for safe work access.
5. Concrete equipment pads.
6. New electrical meter upgrades
7. New gas meter upgrades
8. Painting of installed equipment, piping or duct.
9. Survey, abatement, or disposal of hazardous materials.
10. Equipment or material expediting (additional charge if available)
11. Fire Protection or Fire Alarm systems.
12. Power Systems (wire/conduit/disconnect switches/service breakers/etc).
13. Thermal, seismic, or ventilation upgrades to existing systems.
14. Allowance for any hidden conditions, except as noted above.
15. Construction performance and /or bid bond fees.

Basis of Pricing:

- Adequate lead time will be allowed for Utah Engineering to purchase, fabricate, receive and install all necessary equipment and materials prior to commencement of any adjacent work which may interfere with our normal working activities.
- Utah Engineering assumes no responsibility for the operations or performance of any existing equipment or systems regardless of whether our contractual scope of work relocates, modifies or connects to these existing devices or systems. Any required repairs, modifications, service, maintenance or start up and testing of any existing equipment or systems will result in an additional charge.



I: BASE PRICING

RMP and DOM Incentive.....\$ 38,850.00

Customer Cost.....\$ 0.00

Total Project Cost.....\$ 38,850.00

Payment in full shall be made on or before the 10th day of the month following receipt by the purchaser of each invoice, unless otherwise noted. Purchaser agrees to pay 1% per month interest (18% annual percentage rate) charge on any past due amounts as well as all costs, including reasonable attorney's fees, to enforce the provisions of this agreement. If any dispute, litigation and/or arbitration between the parties arises out of this contract, the prevailing party in such dispute, litigation and/or arbitration shall be entitled to payment by the other party of all costs of such dispute, including without limitation, court costs, costs of arbitration and reasonable attorney's fees. It is mutually agreed that Utah Engineering shall retain and hereby is granted a purchase money security interest in the above-described equipment until the payment herein provided for is paid in full and that said equipment shall remain as personal property not withstanding and installation, connection or attachment to realty. In case of default by the purchaser under this agreement, Utah Engineering may proceed to collect amount owing and/or take possession of such equipment. In the event of default by purchaser, Utah Engineering shall be relieved of all obligations to purchaser, including but not limited to further performance of their contract and warranty service until the default is cured. Utah Engineering shall not be liable for damages in the event of delivery delays or installation delays, which are due to causes beyond the control of Utah Engineering and in no event shall Utah Engineering be liable for consequential damages. Utah Engineering shall be held harmless from any and all other damages unless given written notice by purchaser within 21 days of each occurrence. Time is of the essence.

We appreciate the opportunity to provide you with this proposal for your facility. If you have any questions or require further information please don't hesitate to contact me @ jshuman@ue-ac.com or (801) 484-4511.

Anticipated starting date: TBD **and completion date:** TBD

Upon which this proposal is based. This proposal does not include, unless so stated, any applicable state or federal taxes. This proposal is subject to acceptance by purchaser within 60 days and subject to the terms and conditions stated on the following page.

Submitted by: Jamie Shuman
Jamie Shuman
Commercial/Industrial Sales

Acceptance: I agree to the terms hereof and acceptance of this agreement.

Purchaser _____

By _____ Date _____





wattsmart® Business
 2223 S. Highland Drive #E6-333
 Salt Lake City, UT 84106
wattsmart.com

Customer/Site Information

Ogden Preparatory Academy
 Wyatt Dangel, Facilities Manager
wdangel@ogdenprep.org
 1415 and 1435 Lincoln Avenue
 Ogden, UT 84404

Vendor Information

Utah Engineering
 Jamie Shuman 435-400-0541
jshuman@ue-ac.com
 3020 S West Temple
 SLC Utah 84115

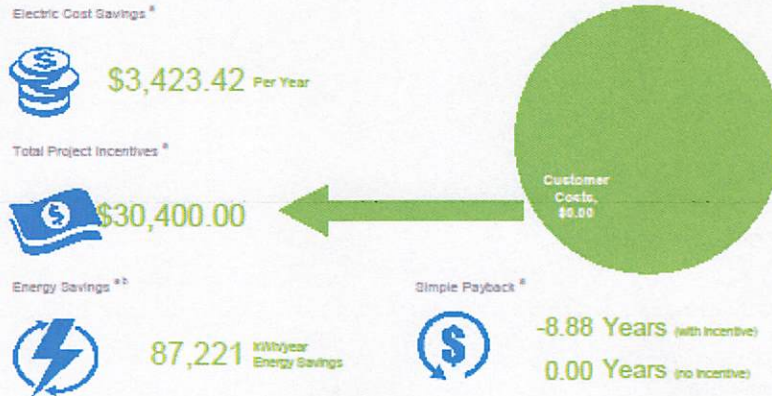
Project Information

By: Jamie Shuman

Meter #: 40790842-0019 Rate: 6

Project Type: Retrofit

HVAC Check-up Assessment Summary



* Energy savings, electric cost savings, and total project incentives are estimates only and intended solely for wattsmart Business lighting projects. Incentives are subject to change at any time.
 ** Energy savings shown above are estimated actual savings at the customer meter.

HVAC Check-up Next Steps

- ✓ Review this assessment report with your auditor.
- ✓ Steps for HVAC Check-up incentives
 1. Upgrade your equipment.
 2. Submit project details and cost documentation including invoices. A post-installation inspection may be required.
 3. Receive incentive check within 45 days of completion of step 2.



WATTSMART[®] BUSINESS

GET CASH-BACK AND REDUCE ENERGY COSTS WITH

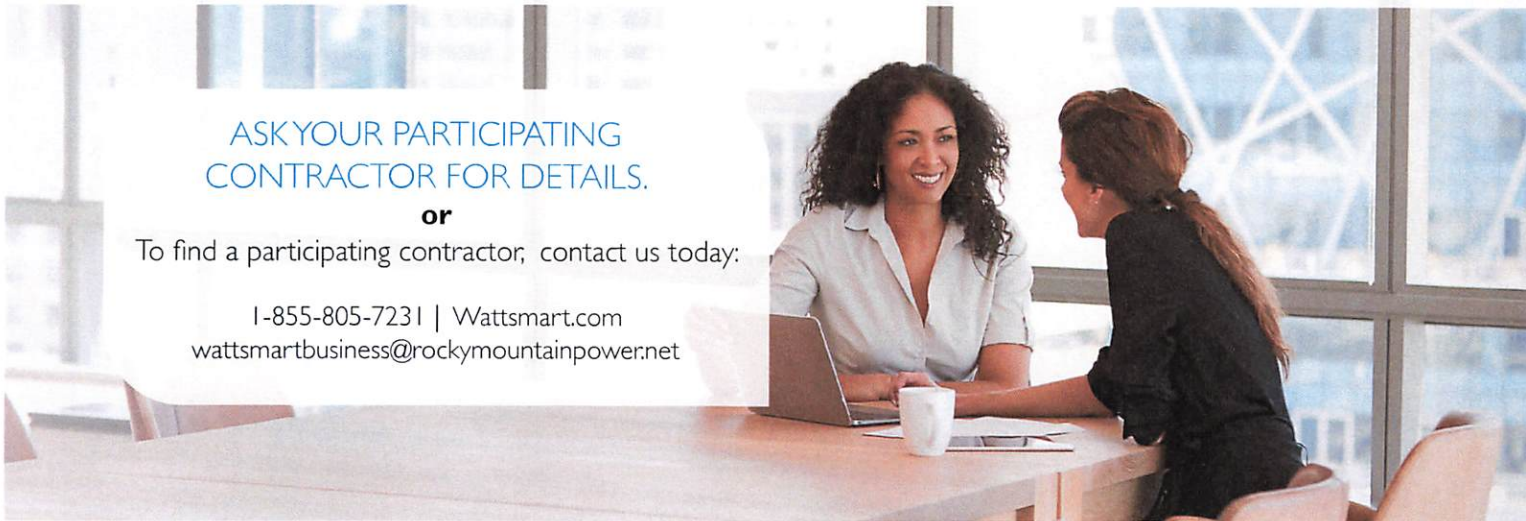
Advanced Rooftop Controls

ASK YOUR PARTICIPATING
CONTRACTOR FOR DETAILS.

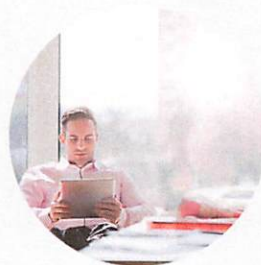
or

To find a participating contractor, contact us today:

1-855-805-7231 | Wattsmart.com
wattsmartbusiness@rockymountainpower.net



Significant energy savings can be achieved by installing controls that optimize HVAC equipment during heating, ventilation, and air-conditioning modes. Installation of such controls will qualify customers for incentives available from Rocky Mountain Power.*



Improve comfort



Improve indoor air quality



Reduce fan usage



Monitor and control remotely via app

WATTSMART BUSINESS INCENTIVE

\$2,000-\$4,500 (depending on system size)

For more information visit Wattsmart.com

*We recommend calling prior to purchasing to confirm eligibility





ADVANCED ROOFTOP UNIT CONTROLS OFFER YOU:

LOWER UTILITY COSTS

- Customers see a range of 25% - 60% in HVAC energy savings.

LOWER MAINTENANCE COSTS

- Improved motor control lessens wear and tear on motors reducing breakdowns.
- Staging equipment reduces mechanical cooling, extending life of components.

OPTIMIZE SYSTEM PERFORMANCE THROUGH REMOTE MONITORING

- Controls monitor system performance and provide alerts and diagnostic information.
- Adjust system settings through remote access.

ENHANCE INDOOR AIR QUALITY

- Balanced CO₂ levels mean better air and a healthier work environment.

IMPROVE COMFORT

- Reduce equipment noise.
- Reduce feeling of "draftiness."
- Reduce temperature swings.



"Our office's architecture is a challenging space for any HVAC system. The new controls package allows us to easily manage our heating and cooling needs – optimizing efficiency, employee comfort and reducing our energy usage. We are extremely pleased with the outcome."

George Osmun
KÜHL Clothing



OGDEN PREPARATORY
ACADEMY

OGDEN PREPARATORY ACADEMY
ELEMENTARY

PRESENTED BY



3020 S. West Temple
Salt Lake City, UT. 84115

January 27, 2023

We are pleased to offer this proposal to furnish new Advanced Rooftop Controls on your facility. This is a great program offered from Rocky Mountain Power and Dominion energy to reduce energy consumption of the facility without sacrificing comfort in an effort to comply with local applicable code, ASHRAE standards and occupant comfort, we propose to furnish and install as follow.

SCOPE OF WORK

Subject: **Advanced Rooftop Controls (ARC)**

Job Site: Ogden Preparatory Academy

INCLUSIONS:

1. Installation of (31) Pelican Pearl Controllers
2. Installation of (1) new Pelican remote gateway for remote accessibility
3. Installation of necessary wireless network repeaters for network stability
4. Installation of (31) Pelican Thermostats with integrated Co2 sensors to monitor indoor air quality (IAQ)
5. Installation of (11) Variable Frequency Drives (VFD's) to control the indoor fan
6. Installation of supply, mixed air and outside air temperature sensors
7. Perform necessary configuration and commissioning for the new system and provide a deficiency report of any existing issues of the packaged equipment

CLARIFICATIONS/ ASSUMPTIONS:

- Applicable Warranties:
 1. 1-year labor warranty
 2. 5-year Pelican manufacturer warranty
 3. 3-year JCI VFD manufacturer warranty
 4. Customer will need to provide a network connection for the Gateway for remote connectivity
- Equipment Delivery:
 - a) ARC system components have varying lead times for delivery. An anticipated delivery date will be provided once the work is approved.



EXCLUSIONS:

1. Existing HVAC systems demolition or modifications not listed in scope.
2. Service or repairs to existing HVAC equipment or systems not listed in scope.
3. Moving or relocation of owner furniture and items to allow for safe work access.
4. Concrete equipment pads.
5. New electrical meter upgrades
6. New gas meter upgrades
7. Painting of installed equipment, piping or duct.
8. Survey, abatement, or disposal of hazardous materials.
9. Equipment or material expediting (additional charge if available)
10. Fire Protection or Fire Alarm systems.
11. Power Systems (wire/conduit/disconnect switches/service breakers/etc).
12. Thermal, seismic, or ventilation upgrades to existing systems.
13. Allowance for any hidden conditions, except as noted above.
14. Construction performance and /or bid bond fees.

Basis of Pricing:

- Adequate lead time will be allowed for Utah Engineering to purchase, fabricate, receive and install all necessary equipment and materials prior to commencement of any adjacent work which may interfere with our normal working activities.
- Utah Engineering assumes no responsibility for the operations or performance of any existing equipment or systems regardless of whether our contractual scope of work relocates, modifies or connects to these existing devices or systems. Any required repairs, modifications, service, maintenance or start up and testing of any existing equipment or systems will result in an additional charge.



I: BASE PRICING

| | |
|-----------------------------------|---------------------|
| RMP and DOM Incentive..... | \$ 49,400.00 |
| Customer Cost..... | \$ 9,543.00 |
| Total Project Cost..... | \$ 58,943.00 |

Payment in full shall be made on or before the 10th day of the month following receipt by the purchaser of each invoice, unless otherwise noted. Purchaser agrees to pay 1% per month interest (18% annual percentage rate) charge on any past due amounts as well as all costs, including reasonable attorney's fees, to enforce the provisions of this agreement. If any dispute, litigation and/or arbitration between the parties arises out of this contract, the prevailing party in such dispute, litigation and/or arbitration shall be entitled to payment by the other party of all costs of such dispute, including without limitation, court costs, costs of arbitration and reasonable attorney's fees. It is mutually agreed that Utah Engineering shall retain and hereby is granted a purchase money security interest in the above-described equipment until the payment herein provided for is paid in full and that said equipment shall remain as personal property not withstanding and installation, connection or attachment to realty. In case of default by the purchaser under this agreement, Utah Engineering may proceed to collect amount owing and/or take possession of such equipment. In the event of default by purchaser, Utah Engineering shall be relieved of all obligations to purchaser, including but not limited to further performance of their contract and warranty service until the default is cured. Utah Engineering shall not be liable for damages in the event of delivery delays or installation delays, which are due to causes beyond the control of Utah Engineering and in no event shall Utah Engineering be liable for consequential damages. Utah Engineering shall be held harmless from any and all other damages unless given written notice by purchaser within 21 days of each occurrence. Time is of the essence.

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Anticipated starting date: TBD **and completion date:** TBD

Upon which this proposal is based. This proposal does not include, unless so stated, any applicable state or federal taxes. This proposal is subject to acceptance by purchaser within 60 days and subject to the terms and conditions stated on the following page.

Submitted by: Jamie Shuman
 Jamie Shuman
 Commercial/Industrial Sales

Acceptance: I agree to the terms hereof and acceptance of this agreement.

Purchaser _____

By _____ Date _____





wattsmart® Business
 2223 S. Highland Drive #E6-333
 Salt Lake City, UT 84106
wattsmart.com

Customer Site Information

Ogden Preparatory Academy
 Wyatt Dangel, Facilities Manager
wdangel@ogdenprep.org
 1415 and 1435 Lincoln Avenue
 Ogden, UT 84404

Vendor Information

Utah Engineering
 Jamie Shuman 435-400-0541
jshuman@ue-ac.com
 3020 S. West Temple
 Salt Lake City Utah

Project Information

By: Jamie Shuman

Meter #: _____ Rate: 6

Project Type: Retrofit

HVAC Check-up Assessment Summary

Electric Cost Savings ^a

\$3,644.29 Per Year

Total Project Incentives ^a

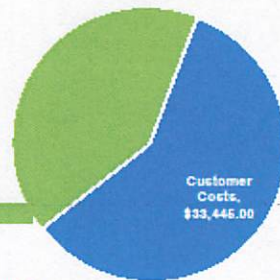
\$23,600.00

Energy Savings ^{a,b}

92,848 kWh/year Energy Savings

Simple Payback ^a

2.70 Years (with incentive)
9.18 Years (no incentive)



^a Energy savings, electric cost savings, and total project incentives are estimates only and intended solely for wattsmart Business lighting projects. Incentives are subject to change at any time.

^b Energy savings shown above are estimated actual savings at the customer meter.

HVAC Check-up Next Steps

- ✓ Review this assessment report with your auditor.
- ✓ Steps for HVAC Check-up incentives
 1. Upgrade your equipment.
 2. Submit project details and cost documentation including invoices. A post-installation inspection may be required.
 3. Receive incentive check within 45 days of completion of step 2.





OGDEN PREPARATORY
ACADEMY

PRESENTED BY



3020 S. West Temple
Salt Lake City, UT. 84115

January 27, 2023

OGDEN PREPARATORY ACADEMY OPA
CHILDHOOD

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I: BASE PRICING

| | |
|-----------------------------------|---------------------|
| RMP and DOM Incentive..... | \$ 17,800.00 |
| Customer Cost..... | \$ 3,192.00 |
| Total Project Cost..... | \$ 20,992.00 |

Payment in full shall be made on or before the 10th day of the month following receipt by the purchaser of each invoice, unless otherwise noted. Purchaser agrees to pay 1% per month interest (18% annual percentage rate) charge on any past due amounts as well as all costs, including reasonable attorney's fees, to enforce the provisions of this agreement. If any dispute, litigation and/or arbitration between the parties arises out of this contract, the prevailing party in such dispute, litigation and/or arbitration shall be entitled to payment by the other party of all costs of such dispute, including without limitation, court costs, costs of arbitration and reasonable attorney's fees. It is mutually agreed that Utah Engineering shall retain and hereby is granted a purchase money security interest in the above-described equipment until the payment herein provided for is paid in full and that said equipment shall remain as personal property notwithstanding installation, connection or attachment to realty. In case of default by the purchaser under this agreement, Utah Engineering may proceed to collect amount owing and/or take possession of such equipment. In the event of default by purchaser, Utah Engineering shall be relieved of all obligations to purchaser, including but not limited to further performance of their contract and warranty service until the default is cured. Utah Engineering shall not be liable for damages in the event of delivery delays or installation delays, which are due to causes beyond the control of Utah Engineering and in no event shall Utah Engineering be liable for consequential damages. Utah Engineering shall be held harmless from any and all other damages unless given written notice by purchaser within 21 days of each occurrence. Time is of the essence.

We appreciate the opportunity to provide you with this proposal for your facility. If you have any questions or require further information please don't hesitate to contact me @ jshuman@uc-ac.com or (801) 484-4511.

Anticipated starting date: TBD **and completion date:** TBD
 Upon which this proposal is based. This proposal does not include, unless so stated, any applicable state or federal taxes. This proposal is subject to acceptance by purchaser within 60 days and subject to the terms and conditions stated on the following page.

Submitted by: Jamie Shuman
 Jamie Shuman
 Commercial/Industrial Sales

Acceptance: I agree to the terms hereof and acceptance of this agreement.

Purchaser _____

By _____ Date _____





wattsmart® Business
 2223 S. Highland Drive #E6-333
 Salt Lake City, UT 84106
wattsmart.com

Customer/Site Information

Ogden Preparatory Academy
 Wyatt Dangel, Facilities Manager
wdangel@ogdenprep.org
 1415 and 1435 Lincoln Avenue
 Ogden, UT 84404

Vendor Information

Utah Engineering
 Jamie Shuman 435-400-0541
jshuman@ue-ac.com
 3020 S West Temple
 Salt Lake City UT.

Project Information

By: Jamie Shuman

Meter #: _____ Rate: 6

Project Type: Retrofit

HVAC Check-up Assessment Summary

Electric Cost Savings *

\$1,987.79 Per Year

Total Project Incentives *

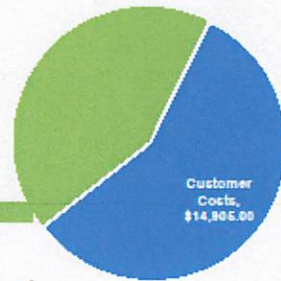
\$11,200.00

Energy Savings **

50,644 kWh/year Energy Savings

Simple Payback *

1.86 Years (with incentive)
7.50 Years (no incentive)



* Energy savings, electric cost savings, and total project incentives are estimates only and intended solely for wattsmart Business lighting projects. Incentives are subject to change at any time.

** Energy savings shown above are estimated actual savings at the customer meter.

HVAC Check-up Next Steps

- ✓ Review this assessment report with your auditor.
- ✓ Steps for HVAC Check-up incentives
 1. Upgrade your equipment.
 2. Submit project details and cost documentation including invoices. A post-installation inspection may be required.
 3. Receive incentive check within 45 days of completion of step 2.



Coversheet

Phone System and Service

Section: II. Finance
Item: C. Phone System and Service
Purpose: Vote
Submitted by:
Related Material: Phone - VLCM OgdenPrepAcademyExpansionQuote.pdf
Phone - Les_Olsen_Quote.pdf
Phone - Ring Central Ogden Preparatory Academy 2.1.23.pdf
Phone Procurement Comparison Form - Google Docs.pdf



VLCM
 852 E Arrowhead Ln
 Salt Lake City, Utah 84107
 United States
 (P) 8012629277

Customer

Ogden Preparatory Academy (18806)
 Wright, Stephanie
 1435 Lincoln Avenue
 Ogden, UT 84404
 United States

Quotation (Open)

Date
 Feb 07, 2023 09:09 AM MST

Modified Date
 Feb 07, 2023 09:19 AM MST

Quote #
 428036 - rev 1 of 1

Description
 Mitel System Expansion

SalesRep
 Blanchard, Troy
 (P) 801-262-9277

Customer Contact
 Wright, Stephanie
 swright@ogdenprep.org

| # | Description | Qty | Unit Price | Total |
|---|--|-----|------------|-------------|
| 1 | Mitel MiVoice Connect ST50A Voice Switch | 1 | \$3,120.00 | \$3,120.00 |
| 2 | Mitel Rack Mount Tray Kit | 1 | \$132.00 | \$132.00 |
| 3 | Mitel Amphenol Cable Kit | 1 | \$110.00 | \$110.00 |
| 4 | Mitel 6920 IP Phone | 32 | \$350.00 | \$11,200.00 |
| 5 | Mitel MiVoice Connect Essentials License - Includes extension, voicemail box, and Connect client licenses. | 32 | \$235.00 | \$7,520.00 |
| 6 | Mitel/VLCM Silver Support, 1-year, No Phones, Prorated. | 1 | \$169.71 | \$169.71 |
| 7 | VLCM Project Labor | 1 | \$6,000.00 | \$6,000.00 |

Subtotal: \$28,251.71
 Tax (.0000%): \$0.00
 Shipping: \$0.00
Total: \$28,251.71

This proposal is subject to acceptance of VLCMs standard terms and conditions, which are available for review at www.vlcmtech.com/terms

Quote Expired

This quote has expired. It was valid through January 30, 2023. You can [request an updated quote](#) below in the 'Have Questions?' section.



www.lesolson.com

800-365-8804

Corporate Headquarters, 3244 South 300 West, South Salt Lake, Utah 84115

Quote MITQ210025

Valid through January 30, 2023

Prepared For:

Ogden Preparatory Academy
 Michael Berube
 Phone: 8016955925
 1415 Lincoln Ave
 Ogden, UT 84404
 mberube@ogdenprep.org


Prepared By:

Wade Barrus
 Managed IT Solutions Account Executive
 Phone: 801-621-2323
 Email: wbarrus@lesolson.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

| QTY | Description | Picture | Unit Price | Ext Price |
|---------------------------------------|---|---|------------|-------------------|
| Elevate Communication Services | | | | |
| 84 | Elevate Pro - Includes Cloud PBX with advanced call center, unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization. | | \$20.00 | \$1,680.00 |
| 84 | WebFax - 1 WebFax is included with each eligible user license. | | \$0.00 | \$0.00 |
| 1 | Auto Attendant - 1 Auto Attendant is included with each account. | | \$0.00 | \$0.00 |
| | Monthly Fees | | \$375.48 | \$375.48 |
| | *Estimated* Monthly Taxes | | \$329.28 | \$329.28 |
| | *Estimated* Monthly Total | | | \$2,384.76 |
| 84 | Local Number Porting Activation Fee - One time charge for Local Number Portability (LNP) which provides the ability to transfer a local phone number from any existing carrier to our service. | | \$3.00 | \$252.00 |
| 84 | Yealink T33G IP Phone - Corded/Cordless - Corded - Wall Mountable, Desktop - Classic Gray - 4 x Total Line - VoIP - 2 x Network (RJ-45) - PoE Ports Retail cost - \$109 ** Hardware included with 1 year commitment. Early Termination will result in the cost being due and prorated for the remaining months.** |  | \$0.00 | \$0.00 |

| | | |
|---|---------|-----------------|
| Shipping | \$55.23 | \$55.23 |
| *Estimated* One-Time Taxes | \$81.79 | \$81.79 |
| Estimated One-Time Total | | \$389.02 |
| System Installation and configuration billed, hourly - System setup and configuration will be billed for actual time spent @ \$150 per hour. | | |

SubTotal: \$2,773.78
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$2,773.78
\$2,384.76 Monthly

Ready to Accept?

Sorry, you cannot accept this quote because it has expired. Please [request an updated quote](#) below in the 'Have Questions?' section.

Have Questions?

Not Ready To Accept? Have Questions?

Submit

(Note, by clicking submit here is not an acceptance of this quote. Please use the "Click to Accept" option above. Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Mountain Standard Time UTC-07:00

This page was created using QuoteValet - The online quote delivery and acceptance vehicle for QuoteWerks.



Sales proposal



QUOTE PREPARED FOR
Ogden Preparatory Academy

PREPARED BY
Crystal Oakley
Mitel Sales Specialist
crystal.oakley@ringcentral.com

Our mission is to make communications simple and effortless for everyone

Say goodbye to complicated legacy systems and hello to cutting-edge technology with a secure, one-stop solution for all your communications needs. Your teams will have all the accessibility they need to seamlessly communicate and collaborate from anywhere, becoming more productive, effective, and efficient as a result.

Our cloud-based communications and collaboration platform offers much more than traditional office phone systems, VoIP business phone service, or virtual PBX. It includes a comprehensive set of business capabilities that unify voice, video, team messaging and collaboration, SMS, conferencing and online meetings, contact center, and fax.



Global | Open Platform | AI | Analytics

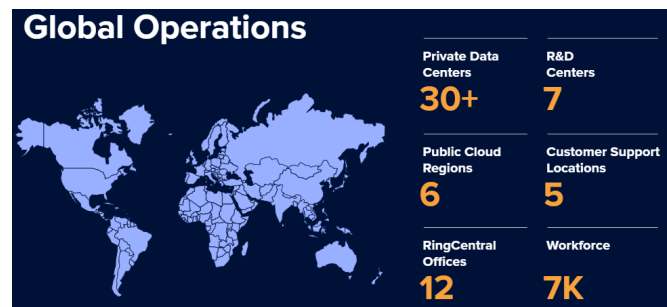
All-inclusive cloud communications and collaboration system

Ease of management

- Manage all offices and users with a single easy-to-use interface from anywhere, including mobile devices
- Enjoy complete administrative control, self-service capabilities for users, and reduced dependence on service providers

Open platform

- Over 230 ready-to-use integrations with business cloud apps, including Microsoft Office 365, Salesforce,
- ServiceNow, Zendesk, and Google G Suite; for the latest, refer to <https://www.ringcentral.com/apps>
- Developer platform with open APIs and SDKs to enhance business workflows with custom integrations



Global availability: Wherever you are, we're there for you!










- Deploy and manage a single solution globally in 40+ countries
- Instantly provision and activate employees in countries with local capabilities
- Number availability in over 100 countries
- Multi-lingual product and support
- Product localization in 15+ languages and multi-lingual support



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

Awards and industry recognition

RingCentral is a leader in cloud-based business communications and collaboration solutions.

| | |
|---|---|
|  | A Gartner Magic Quadrant Leader for UCaaS, Worldwide, 6 years in a row |
|  | #1 Leader in the IHS Markit North American UCaaS Scorecard, 3 years in a row |
|  | Leader in The Forrester Wave for UCaaS Providers, 2019 |
|  | Frost & Sullivan Company of the Year 2019, 2017, and 2016 |
|  | Leader in the Aragon Research Globe for UCC, 3 years in a row |
|  | Best in Communications APIs, 2019 |
|  | API the Docs - Best Developer Dashboard |
|  | Developer Week Devies - Best in Communications Innovations 2020 |
|  | IDC MarketScape names RingCentral a Worldwide Leader for UCaaS Service Providers for Enterprise and SMB |

Resources

RingCentral service portal—login.ringcentral.com

Trust Center—ringcentral.com/trust-center.html

Online training and educational resources—support.ringcentral.com

See our ever growing list of customers and industry-relevant case studies here:

<https://ringcentral.com/whyringcentral/casestudies.html>



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

Budgetary Quote

Prepared for:

Ogden Preparatory Academy
 1435 Lincoln Ave.
 Ogden UT 84404
 United States

Michael Berube

Director of IT

mberube@ogdenprep.org
 8016272066

| | |
|---------------------------------------|----------------------------------|
| Quote Name: | Ogden Preparatory Academy 1 |
| Quote Creation Date: | October 7 th , 2022 |
| Quote Expiration Date: | February 28 th , 2023 |
| Estimated Contract Start Date: | |
| Initial Term: | 36 Months |
| Renewal Term: | 24 Months |
| Currency: | USD |
| Payment Plan: | Monthly |

RingCentral MVP Services

| Recurring Services | | | |
|---|-----|---------|-------------------|
| Summary of Service | Qty | Rate | Subtotal |
| Additional Local Number | 1 | \$1.00 | \$1.00 |
| DigitalLine Unlimited Standard | 118 | \$21.01 | \$2,479.18 |
| DigitalLine Unlimited Standard | | \$16.51 | |
| Compliance and Administrative Cost Recovery Fee | | \$3.50 | |
| e911 Service Fee | | \$1.00 | |
| RingCentral Video | 1 | \$0.00 | \$0.00 |
| Polycom VVX 250 Business IP Phone - Rental | 114 | \$3.50 | \$399.00 |
| TotalMonthlyPrice* | | | \$2,879.18 |

| One-Time Items | | | |
|------------------------|-----|---------|-----------------|
| Summary of Item(s) | Qty | Rate | Subtotal |
| Polycom OBi302 ATA | 4 | \$86.00 | \$344.00 |
| One-Time Total* | | | \$344.00 |

| | |
|----------------------|-------------------|
| Total Amount* | \$3,223.18 |
|----------------------|-------------------|

*Does not include taxes and fees.



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP".



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States



OGDEN PREPARATORY ACADEMY

Official Form

3. Fiscal Management

3.06.TPL.1 Procurement Comparison Form

Effective/Revision Date: 05/11/2020

Page 1 of 3

Item(s) and/or Service(s) being procured

Cloud Phone system

| Vendor #1 | Total Cost/time frame | Date Received |
|-------------------|---------------------------------|------------------|
| Les Olson Company | 2567.58 Monthly | 1/27/2023 |
| Contact Name | Contact Number/Email | Website/other |
| Wade Barrus | 8016212323/wbarrus@lesolson.com | www.lesolson.com |

Specific Characteristics of Proposal

- Contract term is 12 months Updated Cloud Phone system.
- This option provides us with a sizable cost reduction, as well as the easiest system to both use and manage.
- No limit on number of users
- Includes Cloud PBX with advanced call center, unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting)
- WebFax is included with each eligible user license.
- Phones for this option are free Yealink T33G IP Phone -(114 count)
- Support for this is local- provided by Les Olson

****Installation cost for this would be 150.00 an hr. Est is 5 hours work****

| Vendor #2 | Total Cost | Date Received |
|-----------|------------|---------------|
|-----------|------------|---------------|

| | | |
|---|--------------------------------------|------------------------------|
| Ring Central | 2879.18/monthly | 1/27/2023 |
| Contact Name | Contact Number/Email | Website/other |
| Crystal Oakley | crystal.oakley@ringcentral.com | https://www.ringcentral.com/ |
| Specific Characteristics of Proposal | | |
| <ul style="list-style-type: none"> Contract term is 36 months Updated Cloud Phone system No limit on number of users Unlimited internet fax Enhanced Business SMS Video meetings with up to 100 participants Popular integrations including Microsoft 365, Google Workspace, Slack, and more Unlimited calls within the US/Canada** Phones for this are Polycom VVX 250 Business IP Phone - Rental 399.00 monthly <p>****The install cost for this is \$8550.00 flat*****</p> <ul style="list-style-type: none"> One major concern I have is the support has been difficult to both work with and contact. | | |
| Vendor #3 | Total Cost | Date Received |
| Vlcm | 2445.80/monthly | n/a |
| Contact Name | Contact Number/Email | Website/other |
| Troy Blanchard | 801-951-8630/tblanchar d@vlcm.com | https://www.vlcm.com/ |
| Specific Characteristics of Proposal | | |
| <p>This is our current provider. VLCM, and Strawberry Communications Shoretel phone system (Not cloud based)</p> <ul style="list-style-type: none"> current phones are near EOL | | |

| | |
|---|-------------|
| 3.06.TPL.1 Procurement Comparison Form | |
| Effective/Revision Date: 05/11/2020 | Page 2 of 3 |

| |
|--|
| |
|--|

Specific documents to support bids should be attached to this form.

- Check if a second form is attached for additional vendor proposals. If completing digitally, additional vendor fields may be copied and pasted above in lieu of an additional form.

| OPA Employee Contact Name | Date of Review |
|-----------------------------|------------------|
| Michael Berube | 2/3/2023 |
| Considerations for Decision | |
| | |
| Vendor Selected | Date of Approval |
| | |

Document History

Approved: 05/11/2020

Legal References

| 3.06.TPL.1 Procurement Comparison Form | |
|---|-------------|
| Effective/Revision Date: 05/11/2020 | Page 3 of 3 |

Coversheet

Administrative Board Report

Section: IV. Administrative Report
Item: A. Administrative Board Report
Purpose: FYI
Submitted by:
Related Material: Administrative Board Report.pdf



February 2023 Administrative Board Report

Events

Recent Events

1. January 13: Virtual Day, teacher data dive
2. January 16: No school
3. January 17: Quarter 3 begins
4. January 25: Family Engagement Night, 5:00-6:30pm
5. February 2: Boots and Bunker at the Elementary



Upcoming Events

Family Conferences

- Thursday, February 16, 1:00pm - 7:00pm
- Friday, February 17, 8:00am - 12:00pm

February 20: President's Day, No School

February 22: Parent Engagement Night

- Weber Morgan Health Department is presenting on adolescent brain development and how to support your teen.
- Create Better Health is presenting how to save money meal planning and grocery shopping.

March 9: Board Meeting

Elementary Signature Programs and Update

Leader in Me

Kasey Kennington, Jerri Johnson, and Marie Torres recently attended a Leader In Me Conference in Las Vegas, Nevada. They were able to tour a charter elementary which is a Leader In Me





Junior High Signature Programs and Update

AVID

Excel student have started WIDA Access testing. We've worked hard to make this a schoolwide effort.

All 9th graders took a trip to explore options at O-Tech

LIA

Students are preparing for the leadership conference in March.

Athletics

Girls basketball season.

Expeditionary Learning

Mission to Mars students visited HAFB museum to see a rocket launch.

Teaching and Learning

All multilingual learners (ML) are beginning WIDA Access testing in both building. WIDA measures English language proficiency across four domains (speaking, listening, reading, and writing) and is a large part of our school accountability report card. Because of our schoolwide emphasis on literacy strategies across all contents, we are hoping to see gains.



Finance



PTIF (Public Treasurer's Interest Fund)

1. December 2022
2. Ending Balance: \$3,473,351.19
3. Tranfers: none
4. Interest deposited: \$11,330.14

Grants

Operations

Special Education Monitoring

OPA completed a Special Education Monitoring visit for compliance with initial timelines (Indicator 11) and transition planning for students Powered by BoardOnTrack Indicator 14) on January 31.

We were 100% compliant with our initial evaluation timelines!

Initial evaluations must be completed within 45 school days from the time the permission to test is signed. In addition to the timeline, state monitors look for:

- The signatures of all IEP team members
- Whether all requested testing was completed within the 45 days
- Whether all necessary forms are completed appropriately (all the right checkmarks, etc)

We were 95% compliant with our transition plans. On our prior monitoring visit, we had been 0% compliant due to the way goals were stated and for not inviting students to the meetings. Huge improvement!

On transitions, state monitors look for:

- Student involvement in the planning process (interest inventories, appropriate transition testing, student invited to the meeting)
- Appropriate courses of study laid out for the student
- Active language in goals for secondary education, postsecondary training or employment, and independent living along with the appropriate linked services laid out in the student's plan.
- A transition goal within the IEP which is linked to both academic and professional development, such as increasing time on task or increasing reading comprehension.

Early Childhood Center

Proposed Fee Schedule

| Preschool/DayCare 7:45 am to 3:00 pm | |
|---|--------------------|
| Age | Monthly Fee |
| 0-24 months | \$1,043.00 |
| 2 years | \$821.00 |
| 3 years | \$757.00 |
| 4 years | \$754.00 |
| After School Care 3:00 pm to 5:00 pm | |
| Age | Monthly Fee |
| 0-3 years | \$250.00 |
| 4+ years | \$200.00 |
| After 5:10 pm pick-up \$10/minute | |

Human Resources

1. Workers Compensation review and policy renewal. Renewal date 4/1/2023 for \$13,454/year and increase of \$1,130/year due to the increase in total payroll.

**Ogden Preparatory Academy
Workers Compensation Review**

Effective Date: 04/01/2023

Risk Finance Consultant: Darin Palmer
385-206-9122

WC Status: (NA , Approved)

Exposure Base

Years with the Trust: 6

Payroll: \$6,950,000 (10% ; \$650,000)

Emod: 0.76 (6%)

TARP: \$638 (5% discount)

Annual Premium: \$13,454 (9% ; \$1,130)

Loss Ratios

19.3

Current Loss Ratio

26.3

3 Year Loss Ratio

10.3

5 Year Loss Ratio

40.6

Inception Loss Ratio

Emod Compass

| Year | Losses | Claims |
|------|----------|--------|
| 2022 | \$1,967 | 3 |
| 2021 | \$911 | 3 |
| 2020 | \$8,515 | 5 |
| 2019 | \$676 | 2 |
| 2018 | \$4,107 | 2 |
| 2017 | \$43,466 | 4 |

Emod Impact

Facilities



DATA

| Grade | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | All |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| FY23 Feb 1 | 100 | 103 | 100 | 102 | 100 | 93 | 102 | 114 | 105 | 103 | 1022 |
| FY22 Feb 1 | 102 | 93 | 100 | 107 | 97 | 99 | 105 | 104 | 113 | 103 | 1023 |
| October 1 | 100 | 102 | 98 | 102 | 98 | 92 | 102 | 113 | 108 | 108 | 1023 |
| Goal enrollment | 100 | 100 | 100 | 100 | 100 | 105 | 105 | 110 | 110 | 110 | 1040 |
| Lottery Pull target | 105 | 110 | 110 | 110 | 110 | 115 | 115 | 120 | 120 | 120 | 1135 |

Enrollment Waitlist - Current

| OGDEN PREPARATORY ACADEMY | | | | | | |
|---------------------------|-----------|------------|-----------|----------|----------|----------|
| Grade | I | A | GWL | SWL | TWL | FWL |
| K | 18 | 119 | 18 | 0 | 0 | 0 |
| 1 | 6 | 35 | 4 | 2 | 0 | 0 |
| 2 | 2 | 33 | 2 | 0 | 0 | 0 |
| 3 | 9 | 26 | 8 | 1 | 0 | 0 |
| 4 | 7 | 19 | 7 | 0 | 0 | 0 |
| 5 | 0 | 34 | 0 | 0 | 0 | 0 |
| 6 | 0 | 24 | 0 | 0 | 0 | 0 |
| 7 | 6 | 49 | 6 | 0 | 0 | 0 |
| 8 | 0 | 33 | 0 | 0 | 0 | 0 |
| 9 | 0 | 20 | 0 | 0 | 0 | 0 |
| Totals: | 48 | 392 | 45 | 3 | 0 | 0 |

Waitlist - 2023-2024

| OGDEN PREPARATORY ACADEMY | | | | | | |
|---------------------------|------------|----------|-----------|-----------|----------|----------|
| Grade | I | A | GWL | SWL | TWL | FWL |
| K | 63 | 0 | 27 | 33 | 3 | 0 |
| 1 | 16 | 0 | 14 | 2 | 0 | 0 |
| 2 | 2 | 0 | 2 | 0 | 0 | 0 |
| 3 | 5 | 0 | 5 | 0 | 0 | 0 |
| 4 | 8 | 0 | 7 | 1 | 0 | 0 |
| 5 | 7 | 0 | 6 | 1 | 0 | 0 |
| 6 | 5 | 0 | 5 | 0 | 0 | 0 |
| 7 | 10 | 0 | 8 | 2 | 0 | 0 |
| 8 | 3 | 0 | 3 | 0 | 0 | 0 |
| 9 | 1 | 0 | 1 | 0 | 0 | 0 |
| Totals: | 120 | 0 | 78 | 39 | 3 | 0 |

Preschool

There are currently 123 interested in the preschool.

Trends

| Annual Withdrawals | |
|--------------------|----|
| 2017 | 76 |
| 2018 | 70 |
| 2019 | 58 |
| 2020 | 77 |
| 2021 | 94 |
| 2022 | 78 |
| 2023 To Date | |

Withdrawals

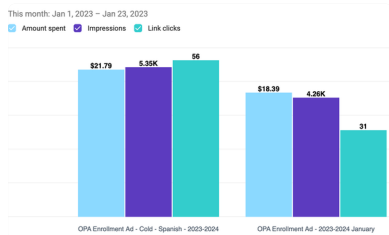
| Student Retention | |
|----------------------|--------|
| 2019 | 87.74% |
| 2020 | 86.80% |
| 2021 | 91.21% |
| 2022 | 89.13% |
| 2022 Charter Average | 79.80% |

Retention

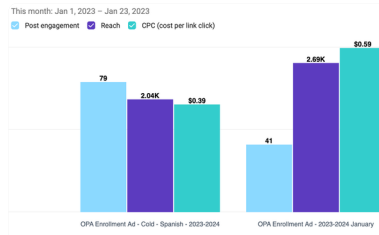
Marketing

Marketing Updates

We are starting to run social media ads in Spanish for our community. These ads have done very well and we will continue to work to optimize them.



Impressions and Link clicks
Spanish advertisement ran 1 week;
English advertisement ran 4 weeks



Reach and Cost/click



Debbie Deem

Debbie is using Smore to create beautiful newsletters

Coversheet

School Land Trust Plan, FY24

Section: IV. Administrative Report
Item: B. School Land Trust Plan, FY24
Purpose: Vote
Submitted by:
Related Material: FY24 School Land Trust Plan.pdf



OGDEN PREPARATORY
ACADEMY

School Land Trust Plan
2023-2024

| | | |
|--|---|-----------------------|
| Critical Need | | |
| The critical need for OPA is in Math, specifically with our ELL and SWD subgroups. | | |
| Goals: | | |
| <ol style="list-style-type: none"> 70% of Junior High students will meet or exceed their typical growth goal on the math diagnostic tool. 80% of Elementary students will meet or exceed their typical growth goal on the math diagnostic tool. | | |
| Academic Areas: | | |
| Mathematics | | |
| Measurements: | | |
| <ol style="list-style-type: none"> A math diagnostic will be given BOY, MOY, and EOY. Typical growth goals will be set for each student after the BOY diagnostic. Results from the EOY diagnostic will determine if the goals are met. | | |
| Action Plan Steps: | | |
| <ol style="list-style-type: none"> We will employ a Math Coach to work with all math teachers to improve Tier 1 instruction. We will employ 3 math intervention paraprofessionals, 2 at the elementary and 1 at the JH, to provide Tier 2 and Tier 3 interventions. We will continue to employ an additional math teacher to enable students to have math instruction everyday in grades 7 through 9. We will purchase math diagnostic, assessment, intervention, and learning software to support all math teachers and interventionists. | | |
| Expenditures: | | |
| Category | Description | Estimated Cost |
| People and Professional Development | Certified Math Teacher; Certified Level 4 Math Coach; Three Math intervention paraprofessionals | \$137,343.97 |

OPA School Land Trust Plan, 2023-2024

Approved by OPA Board of Directors XX-XX-XX

| | | |
|---|---|--------------|
| Books, Ebooks, online curriculum/ subscriptions | Math diagnostic, assessment, intervention and learning recovery software (multiple platforms) | \$10,000 |
| Total | | \$147,343.97 |

OPA School Land Trust Plan, 2023-2024
Approved by OPA Board of Directors XX-XX-XX

Coversheet

Policy Updates

Section: V. Policy Updates
Item: A. Policy Updates
Purpose: Vote
Submitted by:
Related Material: 6.08.POL Background Check Policy - Google Docs.pdf
3.02.POL Cash Handling Policy - Google Docs.pdf
7.07.POL Safe School Policy - Google Docs.pdf
2.07.POL_Framework_for_School_Improvement_Plan_(1).pdf



OGDEN PREPARATORY ACADEMY

Official Policy

6. Human Resources

6.08.POL Background Check Policy

Effective/Revision Date: 2/23/2017

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PURPOSE

The purpose of this policy is to protect the safety, health and security of Ogden Preparatory Academy (the School) students, employees and property.

POLICY

The School will comply with the provisions of Utah Administrative Code R277-516 regarding employee background checks. In order to protect the health and safety of all students and protect the property of the School, the School requires **all of the following individuals to submit to a background check as a condition for employment or appointment.**

1. All potential employees,
2. All Board members,
3. Chaperones of all field trips, and
4. Any volunteers, who will be given significant, unsupervised access to a student in connection with the volunteer's assignment.

~~to submit to a background check as a condition for employment or appointment. In addition, where reasonable cause exists, the School may require an existing employee or volunteer to submit to a criminal background check. ¶~~

Board members must submit to a background check when initially appointed to the Board. The School will pay the cost of the background check and the fingerprinting fee. The Board will consider whether any convictions revealed on the background check should disqualify the Board member.

The **Administrative Team**~~Principal~~ will establish administrative procedures consistent with this policy and applicable law for employees and volunteers.

Document History

Approved: 12/12/2012

Revised: 2/23/2017

Changes made to reflect continual background checks; obsolete need of renewals and allowance for the school to pay all fees.

Legal References

Utah Administrative Code R277-516

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OGDEN PREPARATORY ACADEMY

Official Policy

3. Fiscal Management

3.02.POL Cash Handling Policy

Effective/Revision Date: 01/29/2017

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Ogden Preparatory Academy (the School) adopted this policy to ensure that the School utilizes sound internal controls and properly handles cash received by School personnel.

The **Business Director** ~~Principal~~ will designate at least two (2) School employees who are authorized to handle cash paid to the School, and only those employees may handle cash for the School. The **Business Director** ~~Principal~~ will ensure that all employees who are authorized to handle cash receive appropriate annual training.

Receipts must be issued for all cash received by the School except for student participation in school activities in amounts less than \$5/student.

All cash received must be deposited within ~~five~~ **three (3)** business days of receipt. Two individuals should prepare cash deposits using tamper resistant deposit bags.

The **Business Director** ~~Principal~~ may establish additional procedures associated with the handling of cash that are consistent with this policy or applicable laws and regulations.

No School employee should handle cash associated with a non-school-sponsored activity in their capacity as a School employee. In the event such an individual does handle such cash, they must make it clear to the organization sponsoring the activity that they are not acting as a School employee.

Document History

Approved: 09/11/2013

Revised: 01/29/2017

Legal References

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OGDEN PREPARATORY ACADEMY

Official Policy

7. Students

7.07.POL Safe School Policy

Effective/Revision Date: 04/18/2019

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DEFINITIONS

1. The School: Ogden Preparatory Academy
2. The Board: Ogden Preparatory Academy Board of Directors
3. CMT: Case Management Team: The CMT shall consist of the Building Principal, an additional Principal or Vice Principal from a different building, ~~delegate of the Board,~~ a teacher, and of one other member of administration or school support staff (for example, Counselor, Academic Mentor, Special Education Case Manager, etc.) .

PURPOSE

1. To require student conduct that produces a proper learning environment and respect for the personal, civil, and property rights of all members of the school community;
2. To require student responsibility for learning and behavior in all grades;
3. To require parents and guardians of all students to assume proper legal responsibility for their students' behavior, and to cooperate with school authorities in encouraging student self-discipline and discouraging behavior that is disruptive to the School's educational program.
4. To foster a School and community-wide expectation of good citizenship for students, and a sense of responsibility in the school community for rules and standards of behavior.
5. To comply with state and federal laws requiring suspension or expulsion for certain types of student behavior.

POLICY

1. Safe School Environment

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

2. Discrimination Prohibited

It is the policy of the School to provide equal educational and employment opportunities for all individuals. Therefore, the School prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran status. Complaints of discrimination or unfair application of this policy should be filed promptly with the Administration or the Board.

DEFINITIONS

1. **SUSPENSION:** For purposes of this policy, suspension is a temporary (10 consecutive school days or less) interruption of school services and activities. A student who is suspended may, at the Principal's discretion, have access to homework, tests, and other schoolwork through a home study program, but will not be allowed to attend classes or participate in any school activities during the period of suspension.
2. **LONG TERM SUSPENSION** For purposes of this policy, suspension is an interruption of school services and activities ranging from 11-180 days. A student who is suspended may, at the Principal's discretion, have access to homework, tests, and other schoolwork through a home study program, but will not be allowed to attend classes or participate in any school activities during the period of suspension.
3. **EXPULSION:** For purposes of this policy, expulsion means removal from the school of attendance for a period longer than ten (10) consecutive school days. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student, where appropriate and feasible. However, the Principal retains the authority to exclude the student from all programs, or activities for the period of expulsion. In cases of total expulsion from the School, the legal obligation of complying with state compulsory education laws becomes the sole responsibility of the student's parents or legal guardian.
4. **CHANGE OF PLACEMENT (for Students with Disabilities under IDEA and Section 504):** For purposes of removal of a student with a disability from the student's current educational placement, a change in placement occurs if the removal is for more than ten (10) consecutive school days; or, the student is subjected to a series of removals that constitute a pattern, because they cumulate to more than ten (10) school days in a school year, and because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another. Any "Change of Placement" requires compliance with the procedures outlined in §Due Process for Change of Placement of Students with Disabilities.

GROUND FORS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT

1. **SUSPENSION:** A student may be issued a suspension, including a long term suspension, suspended from school for any of the following reasons:

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- a. frequent, flagrant, or willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting, gang activity, noncompliance with school dress code, harassment, including sexual, racial, or religious harassment, the use of foul, profane, vulgar or abusive language, or other unreasonable and substantial disruption of a class, activity, or other function of the school;
 - b. willful destruction or defacing of school property;
 - c. behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel or to the operation of the school;
 - d. possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah Code Ann. § 32A-1-105;
 - e. possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, or tobacco, as defined by Utah Code Ann. § 76-10-101;
 - f. possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;
 - g. inappropriate use or possession of a personal electronic communication device. Personal electronic communication devices shall not be used during the academic day, and they may be confiscated by school officials if used during the academic day or in any other way that substantially disrupts the educational environment; or
 - h. criminal activity or other serious violation involving weapons, drugs, or the use of force which threatens harm or causes harm to the school or school property, to a person associated with the school, or property associated with any such person, regardless of where it occurs.
2. **EXPULSION:** A student may be expelled from school for any violations listed under Suspension if the violation is serious or persistent.
3. **Weapons - Mandatory Expulsion for One Year, Utah Code Ann. § 53a-11-904(2)(b); 20 U.S.C.A. § 7151**
- a. Any student who, in a school building, in a school vehicle, on school property, or in conjunction with any school activity (a) possesses, controls, uses, or threatens use of a real weapon, explosive, noxious or flammable material; or (b) actually uses or threatens to use a look-alike or pretend weapon with the intent to intimidate another person or to disrupt normal school activities; shall be expelled from all school programs and activities for a period of not less than one year, subject to the following:
 - i. Within forty-five (45) days after the expulsion the student shall appear before the CMT, accompanied by a parent or legal guardian; and
 - ii. The CMT shall determine:
 - 1. what conditions must be met by the student and the student's parent for the student to return to school;

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- 2. if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53A-11-907, and what conditions must be met by the student in order to ensure the safety of students and faculty at the School; and
- 3. if it would be in the best interest of both the School and the student to modify the expulsion term to less than a year giving highest priority to providing a safe school environment for all students.
- iii. For purposes of this policy, the term "firearm", "explosive", and "noxious or flammable material" include but are not limited to: guns, starter pistols, cap guns, bombs, bullets and ammunition, gasoline or other flammable liquids, mace, pepper spray, matches, and lighters.
- b. Students with Disabilities under IDEA and Section 504: Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act is determined to have carried a weapon to school or a school function the procedures outlined in §Due Process for Change of Placement of Students with Disabilities (Section V.E.5 of the OPA Sped Policies and Procedures Manual) of this policy must be followed.
- 4. Drugs and Controlled Substances - Mandatory Suspension or Expulsion Utah Code Ann. § 53A-11-904(2)(a)
 - a. A student shall be suspended or expelled from his/her school of attendance for any of the following reasons:
 - i. use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in a school building, in a school vehicle, on School property, or in conjunction with any school activity.
 - ii. misuse or abuse, distribution, sale or arranging for the sale of prescription medication at school or a school function.
 - iii. misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use over-the-counter remedies at school only in compliance with the School's Medication Administrative Procedures.
 - b. Students with Disabilities under Section 504: Any student identified as being disabled under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act who currently is engaging in the illegal use of drugs or alcohol shall be suspended or expelled to the same extent as non-disabled students for the possession, use, control, distribution, sale, or arrangement of the sale of illegal drugs, alcohol, or controlled substances on School property or in conjunction with any school activity.
 - c. Drug Testing

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- i. Any student who is reasonably suspected of violating the Drugs and Controlled Substances section may be subject to a drug test for cause, arranged and paid for by the School.
 - ii. Any student who has been suspended or expelled for a violation of the Drugs and Controlled Substances section ~~4.4~~ may be required to provide a clean drug test and evidence of drug assessment and drug counseling programs as a condition of readmission to school. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent or guardian.
 - iii. Students who refuse to submit to required drug testing and counseling programs, or to cooperate with School officials with respect to the sharing of appropriate information, may be denied readmission to the School.
 - iv. Any student who is suspended or expelled for violation of the Drugs and Controlled Substances section may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.
 - d. Students with Disabilities under IDEA. Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, the procedures outlined in §Due Process for Change of Placement of Students with Disabilities of this policy must be followed.
5. Gangs: A "gang" as defined in this policy means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one its primary activities the commission of criminal acts, which has a unique name or identifiable signs, symbols, or marks, and whose members individually or collectively engage in criminal or violent behavior to persons or property, or who create an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.
- a. Gang Activity and Apparel Prohibited. Students who engage in any form of gang activity on or about school property, or at any school activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following.
 - i. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;
 - ii. Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, handshakes, etc.) that demonstrates membership in or an affiliation with a gang;
 - iii. Soliciting others for membership in a gang, or engaging in initiations;

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- iv. Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, or harassing any person;
 - v. Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;
 - vi. Committing any illegal act;
 - vii. Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.
- b. Confiscation of Gang Items. Subject to the search and seizure provisions of this policy, school officials may confiscate gang paraphernalia, apparel, or weapons at any time.
- c. Per Utah's Gang prevention and intervention policies (53A-15-603), the following actions will be taken to ensure proper prevention and intervention of Gang related activity:
- i. school faculty and personnel shall report suspected gang activities relating to the school and its students to a school administrator and law enforcement;
 - ii. a student who participates in gang activities may be excluded from participation in extracurricular activities, including interscholastic athletics, as determined by the school administration after consultation with law enforcement;
 - iii. gang-related graffiti or damage to school property shall result in parent or guardian notification and appropriate administrative and law enforcement actions, which may include obtaining restitution from those responsible for the damage;
 - iv. if a serious gang-related incident, as determined by the school administrator in consultation with local law enforcement, occurs on school property, at school related activities, or on a site that is normally considered to be under school control, notification shall be provided to parents and guardians of students in the school within the guidelines expressed in the Utah policy.
- d. Consultation with Law Enforcement Authorities.
School officials shall consult with local law enforcement authorities and gang detectives whenever they have questions regarding gang-related clothing, apparel, or other gang activity.
- e. Training and prevention.
School faculty and personnel shall be trained by experienced evidence based trainers that may include community gang specialists and law enforcement as part of comprehensive strategies to recognize early warning signs for youth in trouble and help students resist serious involvement in undesirable activity, including joining gangs or mimicking gang behavior;

MANDATORY MINIMUM CONSEQUENCES

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The School identifies specific offenses that will generate mandatory, minimum consequences.

Mandatory Expulsion

Any student found through an investigation to be responsible for the following will be expelled from the School.

1. Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a State or local educational agency;
2. Knowingly possesses and distributes, sells, or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency.

Mandatory Long Term Suspension (11-180 days)

Any student found through an investigation to be responsible for the following will be issued a long term suspension. The duration of long term suspension may be between 11-180 days and will be at the discretion of the CMT.

1. Possesses or uses a controlled substance while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency;
2. Knowingly possesses and distributes, sells, or solicits the sale of tobacco or alcohol while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency;
3. Uses tobacco or alcohol while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency;
4. Attempts to inflict serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency.

Mandatory Suspension

Any student found through an investigation to be responsible for the following will be suspended for 10 days.

1. Possesses tobacco or alcohol while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency; or

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2. Is involved in an intentional, physical altercation, including a fight, while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency.

AUTHORITY TO SUSPEND OR EXPEL

1. Authority to Suspend and Duration of Suspension for Regular Education Students
 - a. The Principal has the authority to suspend a regular education student for up to ten (10) school days per incident. In considering whether to suspend a student, the Principal shall consider all relevant factors, including but not limited to:
 - i. the severity of the offense;
 - ii. the student's age;
 - iii. disability;
 - iv. academic status;
 - v. disciplinary record;
 - vi. parental capabilities; and
 - vii. community resources.
 - b. The Principal is prohibited from suspending for longer than ten (10) school days, expelling, or otherwise changing student placement. Whenever such action is contemplated or desired, the Principal shall make a referral to the School's CMT.
2. Authority to Suspend and Duration of Suspension for Students with Disabilities
 - a. The Principal has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a pattern resulting in a change of placement. A school need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly removed. For any suspension exceeding 10 cumulative days during the school year, the IEP or 504 team shall meet and determine appropriate methods of providing services during suspension or compensatory services after suspension.
3. Authority to ~~issue Long Term Suspensions and Expulsions~~ **Expel** and Duration of ~~Suspensions and Expulsions~~ **Suspensions and Expulsions**.
 - a. The ~~CMT Board~~ **Board**, by a majority vote, may ~~issue long term suspensions and expulsions~~ **expel** to a student for violations ~~under this part~~ for a fixed or indefinite period.
 - b. Parental Responsibility: If a student is expelled for a period longer than ten (10) days the student's parent or legal guardian is responsible for undertaking an alternative education plan which will ensure that the student's education continues during the period of expulsion. The parent or guardian shall work with designated school officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the

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local school district, or other alternatives which shall reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent or guardian.

- c. The parent or guardian and designated school officials may enlist the cooperation of the Division of Family Services, the juvenile court, law enforcement, or other appropriate government agencies in determining how to meet the educational needs of the student.
 - d. The School shall contact the parent or guardian of each student under age 16 who has been expelled from all School programs and services at least once a month to determine the student's progress.
4. Authority to Institute Change of Placement for Student with Disabilities
- a. Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504, or ADA, procedures outlined in the State of Utah Special Education Rules shall be followed, including prior written notice to parents or guardians regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

ALTERNATIVES TO EXPULSION, OR CHANGE OF PLACEMENT FOR FREQUENT OR FLAGRANT DISRUPTIVE BEHAVIOR - Utah Code Ann. §53A-11-906

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

- 1. Before referring the student to the CMT for expulsion, or change of placement under this section, school staff should demonstrate that they have attempted some or all of the following interventions:
 - a. Talking with the student;
 - b. Class schedule adjustment;
 - c. Phone contact with the parent or legal guardian;
 - d. Informal parent/student conferences;
 - e. Behavioral contracts;
 - f. After-school make-up time;
 - g. Short-term in-school suspension (ISS);
 - h. Short-term at-home suspensions;
 - i. Appropriate evaluation;
 - j. Home study;
 - k. Alternative programs;
 - l. Law enforcement assistance as appropriate.
- 2. Parental Attendance with Student U.C.A. §53A-11-906(1) -(2).

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

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

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

1. A School Administrator shall notify the custodial parent or guardian of the student of the following without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent or guardian to meet with a designated school official to review the suspension.
2. A School Administrator shall also notify the noncustodial parent, if requested in writing, of the suspension and expulsion of, or denial of admission to their student.
 - a. Does not apply to the portion of school records that would disclose any information protected under a court order.
 - b. The custodial parent is responsible to provide the school a certified copy of any pertinent court order.
3. A School Administrator shall document the charges, evidence, and action taken.
4. The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.
5. If the student denies the charges, the student shall be provided with an explanation of the evidence and an opportunity to present his/her version of the incident to a School Administrator.
6. In general, the notice and informal conference shall precede the student's removal from school.
7. If, in the judgment of School Administration, notice is not possible because the student poses a danger to a person or property or an ongoing threat of disrupting the academic process, he/she may be removed immediately. However, in such cases, the necessary notice and hearing shall follow as soon as possible.

DUE PROCESS FOR EXPULSIONS

1. If the Principal desires or contemplates expelling a student for longer than ten (10) school days, he/she shall convene a CMT review meeting.

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2. Prior to convening the CMT, but in no instance longer than ten (10) days after the suspension began, the Principal shall meet with the parent or guardian to discuss the charges against the student and the proposed discipline.
 - a. The Principal shall also notify the noncustodial parent, if requested in writing, of the possible suspension or expulsion as outlined in this policy.
3. The CMT shall review all relevant documentation of the Safe Schools violation(s), including written student statements, written witness statements, evidence of an informal school hearing, evidence of a Principal meeting with parent or guardian and written parental input.
4. Notice to Student and Parent/Guardian
 If the CMT determines, after considering the totality of the circumstances, that a student may be expelled for longer than ten (10) school days, the Principal shall request a Board hearing as soon as possible, and send written notice by certified mail, return receipt requested, to the student's parent or legal guardian.
5. Hearing Procedures
 Once a hearing is requested, the following procedures shall apply:
 - a. A written Hearing Notice shall be sent to the parent or guardian informing the parent or guardian of:
 - i. the name of the Hearing Officer, the representative of the CMT, the date, place, and time of the hearing;
 - ii. the circumstances, evidence, and issues to be discussed at the hearing;
 - iii. the right of all parties to cross-examine witnesses subject to the Hearing Officer's determination that this right should be limited to protect student witnesses from retaliation, ostracism or reprisal;
 - iv. the right of all parties to appeal to the President of the Board within ten (10) working days following the decision if the parties disagree with the Hearing Officer's decision; and
 - v. the right of all parties to examine all relevant records.
 - b. The Hearing Officer, a representative of the CMT shall the hearing on the record and shall:
 - i. ensure that a written record of the Hearing is made, a copy of which shall be provided to all parties upon request, with the cost borne by the School;
 - ii. consider all relevant evidence presented at the hearing;
 - iii. allow the right of cross-examination of witnesses, unless the Hearing Officer determines that this right should be limited to protect student witnesses from ostracism, retaliation or reprisal;
 - iv. allow all parties a fair opportunity to present relevant evidence; and
 - v. issue a written decision including Findings of Fact and Conclusions.
 - c. Hearing Rules. Formal Rules of Evidence do not apply to the Hearing and no discovery is permitted. However, the following rules will apply:
 - i. parties may have access to information contained in School files to the extent permitted by law;
 - ii. hearings shall be closed to the press and the public;

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- iii. documents, testimony, or other evidence submitted by the parties after the hearing, will not be considered by the Hearing Officer; and
 - iv. the Hearing Officer may excuse witnesses or parties, or suspend or terminate a hearing if persons involved in the hearing are abusive, disorderly, disruptive, or if they refuse to abide by the rules and orders of the Hearing Officer.
 - d. Following the hearing, School Administration shall send a written notice to the parent(s)/guardian(s) of the student informing them of the Board decision.
6. Appeals
- a. Within ten (10) working days following receipt of the hearing Officer's written decision, either party may appeal the decision, in writing, to the President of the Board.
 - b. Within ten (10) working days following receipt of the appeal, the Board President shall rule on the appeal.

DUE PROCESS FOR CHANGE OF PLACEMENT OF STUDENTS WITH DISABILITIES

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504, or ADA, procedures outlined in the Utah State Board of Education Special Education Rules shall be followed. See Ogden Preparatory Academy Special Education Policy and Procedure Manual for specific instructions and details.

SITE-BASED SAFE SCHOOLS MEASURES

1. Closed Campus
The Board hereby authorizes and implements a "closed campus" policy, under which students are prohibited from leaving school grounds during the school day without authorization from the school attendance office.
2. Physical Restraint
A school employee may, when acting within the scope of employment, use and apply physical restraint or force as may be reasonable and necessary under the following circumstances:
 - a. To protect any person from physical injury;
 - b. To take possession of a weapon, other dangerous objects or controlled substances in the possession of a student;
 - c. To restrain or remove a student from a situation when that student is violent or disruptive, or is a danger to him/herself or others, or
 - d. To protect property from serious damage.
 - e. When an employee exercises physical restraint, according to Utah Administrative Code: R277-609, the employee must document the incident for the use of physical restraint and within 1 hour of the incident notify the parent/guardian and administration.
3. Seclusionary Time Out

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- a. A school employee may decide a student needs a safe space to calm down and regain composure before returning to the classroom. The following are the requirements according to Utah Administrative Code R277-609:
 - i. Use minimum time to ensure safety
 - ii. Door must remain unlocked
 - iii. Student must be in line of sight with school staff
 - iv. Immediately notify parent/guardian and administration
 - v. The Child should not be in seclusionary time out for more than 30 minutes
 - vi. The time out is to ensure safety, not for discipline or punishment.
- 4. Corporal Punishment
School employees may not inflict or cause the infliction of corporal punishment upon a student.
- 5. After-School Detention
 - a. Teachers and other school officials shall make reasonable attempts to notify a parent or legal guardian before detaining a student after school.
 - b. If detention is necessary for the student's health or safety, an exception may be made to the notice requirement.

EXTRACURRICULAR ACTIVITIES

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

DENIAL OF ADMISSION BASED ON PRIOR EXPULSION U.C.A. §53A-11-904(3)

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

INVESTIGATIONS

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

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

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- a. The Administration shall conduct investigations in a way that does not unduly interfere with school activities.
 - b. When conducting investigations, School Administration shall follow School policies and procedures and make every attempt to conduct investigations in a fair and reasonable manner.
 - c. When questioning students as part of an investigation, school staff should have another adult present whenever possible.
 - d. All students involved in the investigation shall be instructed that retaliation is prohibited. Any act of reprisal against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing is strictly prohibited and subject to disciplinary action.
 - e. When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must be given proper notice of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.
2. Coordination with Law Enforcement
- The Principal has the responsibility and the authority, within his/her respective jurisdiction, to determine when the help of law enforcement officers is necessary, as outlined in this policy and Utah State law.
- a. The school administration may invite law enforcement officials to the school to:
 - i. conduct an investigation of alleged criminal conduct on the school premises or during a school-sponsored activity;
 - ii. maintain a safe and orderly educational environment; or
 - iii. maintain or restore order when the presence of such officers is necessary to prevent injury to persons or property.
 - b. Investigation of Criminal Conduct. During an investigation for violation of school rules, it may become evident that the incident under investigation may also be a violation of criminal law. If the school official has reason to suspect that a criminal act has been committed and in the opinion of the Principal law enforcement should be notified, the following procedure should be followed:
 - i. The Principal shall request that law enforcement officers conduct an investigation during school hours and question students who are potential witnesses to the alleged criminal behavior.
 - ii. The school official shall inform the student's parent or legal guardian as soon as possible that the student may have committed a criminal act and that law enforcement authorities will be involved in the investigation.
 - iii. Unless circumstances dictate otherwise, questioning of the student by school officials shall not begin or continue until the law enforcement officers arrive.
 - iv. Reasonable attempts shall be made to contact the student's parents or legal guardian who, unless an emergency exists, shall be given the opportunity

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- to meet with the student and to be present with the student during questioning by law enforcement authorities.
 - v. The Principal shall document the contact or attempted contact with the student's parents or legal guardian. If the Principal cannot contact the student's parent or guardian, or if the parent or guardian is unable to be present with the student for questioning, the Principal shall be present and document generally what occurs during the interview.
 - vi. The student shall not be questioned by the police unless or until he/she has received Miranda warnings from the officer.
 - vii. If the parent or student refuses to consent to questioning by law enforcement authorities, the law enforcement authorities shall determine the course of action to be pursued.
- c. Investigation Initiated by Law Enforcement Authorities
- School officials shall cooperate with law enforcement authorities who are carrying out official duties such as investigating crimes, serving subpoenas, etc.
- i. When law enforcement officers can show a need to do so, they shall be permitted to conduct an investigation on school grounds during school hours.
 - ii. Such a need will ordinarily be shown if delay in police investigation might result in danger to a person, flight from jurisdiction by a person reasonably suspected of a crime, or destruction of evidence. In such cases:
 - 1. The officers shall be required to get prior approval of the Principal or other designated person before beginning an investigation on school premises.
 - 2. The Principal shall document the circumstances warranting the investigation as soon as practical.
 - 3. Alleged criminal behavior related to the school environment brought to the Principal's attention by law enforcement officers shall be dealt with under the provisions of this policy.
 - 4. Law enforcement officials (investigating school-related or student related crimes may not have access to student education records, aside from directory information, unless they have a subpoena or court order, permission from parent or guardian.
 - 5. Directory information is limited to a student's name, home address, date of birth, phone number, class schedules and parents' address and phone numbers for use in case of emergency.
- d. Release of Student to Law Enforcement Official
- i. School officials may not release students to law enforcement authorities voluntarily unless the student has been placed under arrest or unless the parent or legal guardian and the student agree to the release.
 - ii. When students are removed from school for any reason by law enforcement authorities, every reasonable effort shall be made to contact

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the student's parent or legal guardian immediately except in cases of child abuse and neglect. Such effort shall be documented.

- iii. The Principal shall immediately notify the Board of the removal of a student from school by law enforcement authorities.
- iv. Where it is necessary to take a student into custody on school premises, the law enforcement officer shall contact the school Principal and relate the circumstances necessitating such action.
- v. Whenever the need arises to make arrests or take students into custody on school premises, the Principal shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.
- vi. When possible, the Principal shall have the student summoned to the Principal's office before the student is taken into custody.
- vii. When a student has been taken into custody or arrested on school premises without prior notification to the Principal, the school staff present shall encourage the law enforcement officers to tell the Principal of the circumstances as quickly as possible. If the officers decline to tell the Principal, the school staff members present shall immediately notify the Principal.

e. **Quelling Disturbances of School Environment**

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

f. **Coordination of Policies with Law Enforcement Authorities**

The Principal shall meet at least annually with local law enforcement authorities to discuss the School's Safe and Orderly Schools Policy and rules on law enforcement contacts with the School. Law enforcement authorities shall be asked to inform their staffs about the terms of the Safe and Orderly Schools Policy.

INVESTIGATION OF CHILD ABUSE AND NEGLECT

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

- 1. The school shall distribute annually to all school employees copies of the School's procedures for reporting suspected child abuse or neglect and the School's Child Abuse-Neglect Reporting Form.

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2. If there is reason to believe that a child may have been subjected to abuse or neglect, an oral report shall be made immediately by the school employee reporting the abuse/neglect with a written report to follow within twenty-four (24) hours.
 - a. When making the oral report, always have the person you notify identify himself/herself. The notified person's name shall be entered on the written report.
 - b. A copy of the written report shall be put in a Child Abuse-Neglect file to be maintained by the Principal, for all reported cases of suspected child abuse or neglect.
 - c. The Child Abuse-Neglect Reporting form shall not be placed in the student's personal file.
3. It is not the responsibility of the Principal or other school employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection.
 - a. Investigation by staff prior to submitting a report shall not go beyond that necessary to support a reasonable belief that a reportable problem exists.
 - b. To determine whether or not there is reason to believe that abuse or neglect has occurred, professional school employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.
 - c. Interviews with the child or suspected abuser shall not be conducted by the Principal or school employees.
 - d. Notes of voluntary or spontaneous statements by the child shall be made and given to the investigating agency.
 - e. Principal, school employees, Division of Family Services and law enforcement personnel are required to preserve the anonymity of those making the initial report and any others involved in the subsequent investigation.
 - f. Investigations are the responsibility of the Division of Family Services.
 - i. Principal or other school employees shall not contact the parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.
 - ii. School officials shall cooperate with social service and law enforcement agency employees authorized to investigate reports of alleged child abuse and neglect, assisting as asked as members of interdisciplinary child protection teams in providing protective diagnostic, assessment, treatment, and coordination services.
 - g. Persons making reports or participating in good faith in an investigation of alleged child abuse or neglect are immune from any civil or criminal liability that otherwise might arise from those actions.

SEARCHES OF PERSON OR PROPERTY

Given the school's custodial and tutelary responsibility for children, and the Board's intent to preserve a safe environment for all students and staff, the Board recognizes that school officials

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must have the authority to conduct reasonable searches of students and student property. School officials engaging in searches of students and property shall abide by the following guidelines:

1. General Guidelines for Searches of Person or Property

a. Student Lockers

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

b. Searches of Students and Student Property

Searches of a student's person, personal property (coats, hats, backpacks, book bags, purses, wallets, notebooks, gym bags, etc.) may be conducted whenever the student's conduct creates a reasonable suspicion that a particular school rule or law has been violated and that the search is reasonably related to the suspicion and not excessively intrusive in light of the age and sex of the student and nature of the infraction. Circumstances warranting a search include those in which school officials have reasonable suspicion that the student or student property is concealing weapons, drugs, alcohol, tobacco, unsafe contraband, pagers or lost/stolen/misplaced items.

2. Searches of Personal Belongings

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

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

c. Searches of Person. School officials shall make sure the search meets the following guidelines:

- i. The search shall be conducted in a private area of the school by a school official of the same sex as the student being searched;
- ii. The search shall be observed by an objective third party of the same sex as the student being searched (i.e., Principal, teacher, police officer);
- iii. School officials may ask the student to remove his/her hat, coat, shoes and socks, turn pockets inside out, and roll up sleeves to see if the student is hiding contraband;

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- iv. Under no circumstances may school officials require students to remove any other items of clothing or touch students in any way during the search.
 - v. If this limited search does not turn up suspected contraband and school officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.
 - vi. In general, all questioning and searching of students conducted by law enforcement officers shall proceed according to the investigation guidelines of this policy in addition to State and Federal laws..
- d. Documentation of Searches
- School officials shall thoroughly document the details of any search conducted of a student's property or person. Documentation shall be made at the time of the search, or as soon as possible thereafter, and shall include the following:
- i. The time, place and date of the search;
 - ii. The reasonable suspicion giving rise to the search (what did school officials suspect to find during the search);
 - iii. The name and title of individuals conducting and observing the search;
 - iv. A statement about evidence that was found or not found as a result of the search;
 - v. A statement about who took possession of contraband (i.e., police, school, etc.);
 - vi. Information regarding the attempts of school officials to notify parents about the search.

RECORDS--INTERAGENCY COLLABORATION - 20 U.S.C. § 1232g(h)(i)-(2); U.C.A. § 53A-11-1001-1004

1. Board and Principal Notification by Juvenile Court and Law Enforcement Agencies.
 - a. Within three (3) days of being notified by the juvenile court that a juvenile has been adjudicated or of being notified by a law enforcement agency that a juvenile has been taken into custody or detention for a violent felony, defined in UCA § 76-3-203.5, or an offense in violation of Title 76, Chapter 10, Part 5 Weapons, the President of the Board shall notify the Principal of the School.
 - b. Upon receipt of the information, the Principal shall make a notation in a secure file other than the student's permanent file; and, if the student is still enrolled in the School, the Principal shall notify staff members who should know of the adjudication, arrest or detention.
 - c. Staff members receiving information about a juvenile's adjudication, arrest or detention may only disclose the information to other persons having both a right and a current need to know.
2. Student Discipline Records/Education Records

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

a. Disclosure of Discipline Records to Other Educators

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

b. Disclosure of Discipline Records to Other Agencies

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

TRAINING

1. All new employees shall receive information about this policy at new employee orientation. All other employees shall be provided information on a regular basis regarding this policy and the School's commitment to a safe and orderly school environment.
2. Employees who have specific responsibilities for investigating and resolving safe school violations shall receive yearly training on this policy and related legal developments.
3. The Principal of the school shall be responsible for informing students, parents, and staff of the terms of this policy including the procedures outlined for investigation and resolution of violations.

POLICY DISSEMINATION AND REVIEW

1. The school shall compile an annual report of all out-of-school suspensions and expulsions and submit it to the Board. For each suspension or expulsion, the report shall indicate the student's race, gender, disability status, and age/grade, as well as the reason for the discipline, the length of the discipline, and a statement as to whether the student was referred to the Board.
2. A summary of this policy shall be ~~available posted at the front office of each in a prominent place in the School~~ and online. A summary of the policy shall also be published in student registration materials, student and employee handbooks, and other appropriate school publications as directed by the Board.
3. This policy shall be reviewed as necessary with appropriate revisions recommended to the Board.

Document History

Approved: UNKNOWN

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Revised: 02/23/2017 *Minor wording changes.*
4/18/2019 *Minor changes to bring into compliance with current State policies*

Legal References

Gun Free Schools Act; 20 U.S.C. §7151

Requires school Schools that receive federal financial assistance to have a policy requiring the expulsion from school for a period of not less than one year of any student who brings a weapon firearm, explosive or flammable material to school.

Individuals with Disabilities Education Act; 20 U.S.C. §1415(K); 34 C.F.R. §300.520-529.

Student with a disability who carries a weapon to school or to a school function, or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function may be placed by school officials in an interim alternative educational setting, in accordance with State law, for not more than 45 days. A hearing officer may order a change in placement for a student with a disability to an appropriate interim alternative educational setting for not more than 45 days if the hearing officer determines that there is substantial evidence that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

Family Educational and Privacy Rights Act; 20 U.S.C. §1232g (h)(1)-(2),34 C.F.R.§99.36

Allows school Schools to include appropriate information in the education record of any student concerning disciplinary action taken against such student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. Also allows school Schools to disclose such information to teachers and school officials, including teachers and school officials in other schools, who have legitimate educational interests in the behavior of the student.

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§1400-1485.

Assures all children with eligible disabilities a free appropriate public education and related services designed to meet their unique needs.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794.

Prohibits discrimination on the basis of disability.

Rehabilitation Act of 1973, 29 U.S.C. §705 (2)(C)(iv).

Stipulates that schools may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student who is an individual with a disability and who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against students who are not disabled.

Americans with Disabilities Act (ADA), Title II, 42 U.S.C. §12132.

Prohibits public entities from discriminating on the basis of disability.

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U. S. Department of Education, Office of Special Education Programs (OSEP) Memorandum (April 26, 1995). Questions and answers on disciplining students with disabilities.

U. S. Department of Education, Office for Civil Rights (OCR) Memorandum (January 28, 1991) ADA Amendments to Section 504 - Discipline of Students Using Drugs or Alcohol.

Utah Code Ann. § 53A-6-502 - Mandatory reporting of physical or sexual abuse of students
Utah Code Ann. § 53A-11-802 - Use of reasonable and necessary physical restraint or force.
Utah Code Ann. §§ 53A-11-901 to 53A-11-907 - School Discipline and Conduct Plans
Utah Code Ann. §§ 53A-11-1001 to 1004 - Notification of juvenile court and law enforcement agencies
Utah Code Ann. § 62A-4a-410 - Immunity from liability
Utah Code Ann. § 32A-1-105
Utah Code Ann. § 76-10-101
Utah Code Ann. § 53a-11-904(2)(b)
20 U.S.C.A. § 7151
Utah Code Ann. § 53A-11-907
Utah Code Ann. § 53A-11-904(2)(a)
Utah Code Ann. § 53A-11-906
Utah Code Ann. § 53A-11-906(1) -(2)
Utah Code Ann. § 53A-11-904(3)
20 U.S.C. § 1232g(h)(i)-(2);
Utah Code Ann. § 53A-11-1001-1004
Utah Code Ann. § 76-3-203.5
Title 76, Chapter 10, Part 5 Weapons

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Official Policy of Ogden Preparatory Academy

2. Administration

2.07.POL Framework for School Improvement Plan

Effective/Revision Date: 06/12/2019

Page 1 of 2

It is the policy of the Ogden Preparatory Academy Board of Directors (OPA Board) that the OPA Administration shall create, review, and make adjustments to an OPA School Improvement Plan (SIP) according to the following framework at least annually.

1. Needs Assessment.

- a. Administration shall gather and analyze data to determine school improvement needs. The following methods may be used.
 - i. Staff surveys
 - ii. Parent surveys
 - iii. Student surveys
 - iv. Assessment results
 - v. Administrative structures of observation and evaluation
- b. Data shall be gathered in key areas including:
 - i. Collaborative Leadership and Staff Development
 - ii. Curriculum, Instruction, and Assessment
 - iii. School Environment

2. Goal Setting.

- a. OPA Administration shall prioritize school improvement needs and identify SMART goals to address needs.
- b. OPA Administration shall present and discuss goals with the OPA Board annually.

3. Implementation.

- a. The OPA SIP shall be reviewed with OPA employees.
- b. All employees shall be given responsibilities for progress on OPA SIP goals.

4. Monitor and Review.

- a. OPA Administration and staff shall review the school improvement goals at least annually to determine progress and make adjustments as necessary.
- b. OPA Administration shall report progress to the OPA Board annually.

Document History

Approved: 06/12/2019

Legal References

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