

Ogden Preparatory Academy

OPA Board of Directors Meeting

Published on March 19, 2025 at 9:42 AM MDT Amended on March 19, 2025 at 9:45 AM MDT

Date and Time

Thursday March 20, 2025 at 4:30 PM MDT

Location

1487 Lincoln Avenue Ogden UT 84404

Early Childhood Center Board Room

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.	Оре	ening Items			4:30 PM
	Α.	Record Attendance		Sara Mejeur	1 m
	В.	Call the Meeting to Order		Sara Mejeur	
	C.	Approve Minutes	Approve Minutes	Sara Mejeur	1 m

Approve minutes for OPA Board of Directors Meeting on February 19, 2025

		Purpose	Presenter	Time
D.	Approve Minutes	Approve Minutes	Sara Mejeur	5 m
	Approve minutes for OPA Board Meeting on Marc	h 17, 2025		
E.	Opportunity for Public Input	Discuss	Sara Mejeur	5 m
	Opportunity to review the proposed FY26 Fee Sch	nedule.		
F.	Ratify February Board Meeting and March 17 Board Meeting Votes	Vote	Sara Mejeur	5 m
	Due to a lack of an in-person quorum, the followin	g votes need to	be ratified.	
	 Approval to change the MADS goal to operating margin. Approval of the 5-year MyPerspective Approval of the OPA Admin Structure 	es ELA curriculu	m.	
	 March 17, 2025 vote Approval of the FY26 School Land Tr 		Salety and Security	
Fin	policy. • March 17, 2025 vote		Salety and Security	4:47 PM
Fin A.	policy. • March 17, 2025 vote ∘ Approval of the FY26 School Land Ti		Spencer Adams	4:47 PM 5 m
_	policy. • March 17, 2025 vote ○ Approval of the FY26 School Land Tr ance	rust Plan		
Α.	policy. • March 17, 2025 vote • Approval of the FY26 School Land Tr ance Financial Review State Auditor and Internal Audit Finance Training	rust Plan Vote Discuss	Spencer Adams Debbie Deem	5 m
Α.	policy. • March 17, 2025 vote • Approval of the FY26 School Land Tr ance Financial Review State Auditor and Internal Audit Finance Training for New Board Members	rust Plan Vote Discuss	Spencer Adams Debbie Deem	5 m

One submission from Jensen.

II.

			Purpose	Presenter	Time
	D.	Summer Carpet replacement	Vote	Debbie Deem	10 m
		Requesting \$40,955 to replace the carpet in the J classrooms, along with the vestibules, elevators, a	-	-	
	E.	Relay Agreement	Vote	Debbie Deem	5 m
	F.	Relay is a company that assists with the filing of M conjunction with Special Education services. We h several years on their basic plan at \$7,000. By upgrading the plan at a rate of \$9,500, they will reporting and finding Medicaid funding opportunities income from Medicaid more than the cost of this set time in conjunction with the submissions and report Requesting the approval of the Relay agreement Summer Painting Daniel Solorio, one of our parents, has been paint Request approval for contract with Daniel to paint classrooms. Cost: \$27,000	have been worki Il provide additio es. We fully anti service. Addition orts. for \$9,500. Vote ting for us for se	ng with Relay for nal assistance with cipate increasing the ally, it will save staff Debbie Deem veral years.	5 m
III.	Adı	ministrative Business			5:27 PM
	Α.	Administrative Board Report	Discuss	Administration	10 m
	В.	FY26 Calendar and Hours and Days	Vote	Debbie Deem	5 m
IV.	Pol	icy Updates			5:42 PM
	Α.	Policy Updates	Vote	Debbie Deem	5 m
		 Benefit Handbook update. Added language to make the increas 	e in 401K match	ning funds effective	

- with the start of agreements.
- Enrollment and Lottery Policy updates.
 - Added clarification for enrollment denial or provisional enrollment.
 - Added appeal process for denial.

		Purpose	Presenter	Time
V.	Other Business			5:47 PM
	 A. Discussion Next Board Meeting April 17, 2025 	Discuss	Debbie Deem	5 m
VI.	Closing Items			5:52 PM
	A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items C. Approve Minutes Approve Minutes

Minutes for OPA Board of Directors Meeting on February 19, 2025



Ogden Preparatory Academy

Minutes

OPA Board of Directors Meeting

Date and Time Wednesday February 19, 2025 at 4:30 PM

Location 1487 Lincoln Avenue Ogden UT 84404

Early Childhood Center Board Room

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.

Directors Present B. Lucas, P. Valiente, S. Mejeur (remote)

Directors Absent B. Gerena, S. Zwygart

Ex Officio Members Present D. Deem (remote), K. Kennington, S. Lopez

Non Voting Members Present D. Deem (remote), K. Kennington, S. Lopez

Guests Present

A. McPhee, J. Westbroek, S. Adams (remote), S. Wright, T. Young

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

S. Mejeur called a meeting of the board of directors of Ogden Preparatory Academy to order on Wednesday Feb 19, 2025 at 4:43 PM.

C. Approve Minutes

B. Lucas made a motion to approve the minutes from OPA Board of Directors Meeting on 01-16-25.

P. Valiente seconded the motion.

The board **VOTED** to approve the motion.

D. Opportunity for Public Input

No Public present. Note: The vote for the new fee schedule will be next month.

II. Finance

A. Financial Review

Presented by Spencer Adams.

- 56% of the way through the fiscal year!
- Discussed our forecasts for the rest of year
- Revenues and Expenses
 - Federal funds still haven't been received. First we have to spend it.
- Ratios Our Goals vs. Covenants
 - MADS
- Will continue to monitor the budget, specifically each line item.
 - School Safety shouldn't impact the MADS because they can be Capitalized

There was further discussion of the Goals. We asked for Spencer's opinion and recommendation.

B. Lucas made a motion to approve the goal change of MADS to 1.3 and the corresponding operating margin.

P. Valiente seconded the motion.

The board **VOTED** to approve the motion.

Financial Items 1. State Auditor Training update discussion 2. HVAC project for Junior High and Elementary 3. New ELA Curriculum adoption for grades 6-9

Discussed State Auditor and Internal Audit Finance Training for new members. Brenda was absent, and Pablo had trouble logging in. Debbie will resend the login information to Pablo.

HVAC Upgrade

- Debbie gave some history on our HVAC experience.
- There are a couple of options we can do:
 - **Option 1:** to upgrade enough to fix the problem for now. This is temporary for 3-5 years.
 - **Option 2:** To replace all the units now. Based on the age and condition of our units we would need to upgrade about 6 every year for the next years
- The RFP for option 1 was posted, and we have the bid response.
- If we want to do option 2, we would need to a new RFP.
 - \circ Either option the company is ready to move now.

Discussion Points

- Replacing them all at the same time would mean they have the same timeline in the future.
- Replacing them now means that we have years to make a plan. They would have 10-year warranties.
- Discussed how many days cash on hand. What we can actually afford with our funds.
- This company Jenson. It was asked if they are the same who installed previously.

Decided that the preference would be for going with option 2 - to get them all replaced at once. So we will have a new RFP for this and come back later with a vote.

B. Lucas made a motion to approve the 5-year plan for the My Perspectives ELA Curriculum.

P. Valiente seconded the motion.

Discussion of the Secondary ELA Curriculum.

• Really it came down to how long we wanted to purchase it for.

The board **VOTED** to approve the motion.

III. Administrative Business

A. Administrative Board Report

Presented the Administrative Board Report.

- ECC
- Elementary
- Junior High
- Teaching & Learning
- Operations

Question was brought up about the trend on our teacher retention lowering. Question of how does the retention correlate with number of students withdrawing.

IV. Policy Updates

A. Policy Updates

B. Lucas made a motion to approve the OPA Administration Structure Evaluation policy and the Safety and Security policy.

P. Valiente seconded the motion.

1. Administrative Structure Evaluation- updates to this policy. It now currently reflects what we have in place now.

2. Safety and Security - decided to separate our policy and then have our Crisis plan with more specifics and details that wouldn't be public.

The board **VOTED** to approve the motion.

V. Other Business

A. Discussion

There was no other items of discussion.

VI. Closing Items

A. Adjourn Meeting

B. Lucas made a motion to adjourn the meeting.

P. Valiente seconded the motion.

The board **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:36 PM.

Respectfully Submitted,

S. Mejeur

Coversheet

Approve Minutes

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items D. Approve Minutes Approve Minutes

Minutes for OPA Board Meeting on March 17, 2025



Ogden Preparatory Academy

Minutes

OPA Board Meeting

Date and Time Monday March 17, 2025 at 9:00 AM

Location

1487 Lincoln Avenue Ogden UT 84401 ECC Board Room

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.

Directors Present

B. Gerena (remote), B. Lucas (remote), S. Mejeur (remote), S. Zwygart (remote)

Directors Absent

P. Valiente

Ex Officio Members Present D. Deem

Non Voting Members Present D. Deem

Guests Present

S. Wright

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

S. Mejeur called a meeting of the board of directors of Ogden Preparatory Academy to order on Monday Mar 17, 2025 at 9:02 AM.

II. Other Business

A. FY26 School Land Trust Plan

B. Lucas made a motion to approve the School Land Trust Plan.

B. Gerena seconded the motion.

Plan presented by Debbie Deem.

- This plan matches our new SIP plan for the coming school year, so that they both align.
- Discussed our goals and action plan, with our measurement metric.
- Questions included if the diagnostics will be the same as this year yes.

The board **VOTED** to approve the motion.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:09 AM.

Respectfully Submitted, S. Mejeur

Coversheet

Opportunity for Public Input

Section:I. Opening ItemsItem:E. Opportunity for Public InputPurpose:DiscussSubmitted by:7.16.POL Fee Schedule (EN) - Google Docs.pdf

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OGDEN PREPARATORY		
Official Policy		
7. Students		
7.16.POL Fee Schedule		
Effective/Revision Date: 06/13/2024Page 1 of 4		

Fee Name	Amount			
Course/Grade Related Fees (Curricular)	Course/Grade Related Fees (Curricular)			
Endurance Training/year VASA membership; Sports program pays balance of membership.	\$8.00/month			
Credit Recovery	\$25/semester			
Advanced Placement Testing Fees (not to be waived)	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	17.00			
Yearbook Elementary, Hard Cover	22.00			
Yearbook Junior High	24.00			
Class Change Fee	10.00			
Replacement Name Tag*	5.00			
Replacement Headphones*	8.00			
Replacement Binder*	\$25.00			
Replacement Planner*	\$7.00			

Replacement or Repair for Chromebook**	Up to \$343		
Lost or damaged books	Cost of book		
Extracurricular Opportunities			
School Dances	Varies \$1-\$5		
Lagoon School Day	Varies \$45-\$65		
Optional Fundraising Opportunities			
Uniform Free Day	\$2 grades 7-9 \$1 grades PreK-6		
Expeditionary Learning Opportunities (Co-Curricular)			
Spain Field Trip** Air and bus travel; lodging; food; tuition; tour guides; entrance fees	\$4,000 3,000.00		
West Coast Science Expedition** Fuel expenses; entrance fees; lodging fees; supplies; tours	\$350.00		
Southern Utah Science Expedition** Fuel expenses; entrance fees; lodging fees; supplies; tours	\$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.

<u>Fee Limits</u>

<u>Curricular Fees</u>	
Per Student :	\$75
Per Family:	\$150

<u>Personal Discretionary Expenses</u> No Limits

Expeditionary Learning Opportunities

- 1. No Limits
- 2. Service Requirements:

7.16.POL Fee Schedule		
Effective/Revision Date: 06/13/2024	Page 2 of 4	

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

Student Device (chromebook) Repair Costs

• Part costs are wholesale costs and may be subject to change based on availability.

- These costs are based on the device being reparable in house. Additional costs or replacement may be required for extensive damages.
- Repairs will only be made if the cost is less than replacement.

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	\$60.00
Display Bezel	\$20.00
Display	\$130.00
Camera	\$15.00
Keys	\$0.10/each
Labor	\$40.00/hour

<u>Document History</u>

Approved: unknown

7.16.POL Fee Schedule	
Effective/Revision Date: 06/13/2024	Page 3 of 4

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
	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.
	03/09/2023	Vasa membership charges removed. Replacement planner removed.
	09/14/2023	Raised yearbook prices due to increased costs. Effective October 19, 2023.
	03/14/2024	Increased free dress to \$2, increased West Coast trip to \$350.
	06/13/2024	Adjusted some fees to meet expenses. Added Binder replacement.

Legal References

7.16.POL Fee Schedule

Effective/Revision Date: 06/13/2024

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Coversheet

Financial Review

Section: Item: Purpose: Submitted by: Related Material: II. Finance A. Financial Review Vote

February 2025 Budget Summary.pdf February 2025 Budget Detail.pdf



66.7% through the Year	BUDGET	-	REPORT		EXPENSES	RATIOS
	Year-to Date Actuals	Approved Budget	Forecast	% of Forecast	Salaries 0.1/2	
Enrollment	984	1010	984			Actual Goal Covenants
Revenue					Distinguistic for the services	
1000 Local 3000 State	\$ 704,361 \$ 7833775	\$ 947,500 \$ 11 842 968	\$ 1,024,620 \$ 11 777 627	69% 67%	5.9% Supplies and Materials	Operating Margin 2.60% 2.60%
4000 Federal		\$ 1,041,812	\$ 1,073,110	33%	59.9% Property, Equipment	MADS (Modified Acc) 1.30 1.10
Total Revenue	\$ 8,887,292 \$ 13,832,280		\$ 13,825,352	64%	15% Dett Service and Misc	Davs Cash on Hand 242 100 30
Expenses						
100 Salaries	\$ 5,399,364	\$ 8,237,071	\$ 8,061,545	67%		Unrestricted DCOH 239 100 30
200 Benefits	\$ 965,868		\$ 1,420,438	<mark>68%</mark>	Monthly Revenue to Expenses	
300 Prof & Technical Services	\$ 543,750	\$ 812,752	\$ 788,482	<mark>69%</mark>		Building Payment % 20%
400 Purchased Property Services	\$ 284,230	\$ 363,000		75%	- Annot	
500 Other Purchase Services	\$ 131,070	\$ 282,262	\$ 301,262	44%		
600 Supplies and Materials	\$ 811,391	\$ 1,011,700	\$ 1,072,696	76%		
700 Property, Equipment	\$ 151,093	\$ 80,000	\$ 182,134	83%		
800 Debt Service and Misc	\$ 742,684	\$ 1,250,451	\$ 1,260,587	59%	500000	
Total Expenses	\$ 9,029,450	\$ 9,029,450 \$ 13,480,510	\$ 13,465,874	<mark>67%</mark>		
Net Income from Operations	\$ (142,158) \$	351,770	\$ 359,478			
Operating Margin	-1.6%	2.5%	2.6%		Revenues Espones	
CASH				RESERVES		ENROLLMENT
						2
Ending Lasn balance Ending I Intestricted Cash Balance	\$ 8,910,894				43 44 45 45 43 44	
Davs Cash on Hand					108 103 102 104 104 103 105	
				-	97 94 95 97 94	
turner And			Last Year Reserve	: Balance \$	Last Year Reserve Balance \$ 2,398,744 \$ 2,398,744 2 [308 104 101 101 100 101 101 101 101 101 101	1000 999 94 975 975 976 962 942
Dank Account		•			3 97 97 91 89 89 89 88	



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359,478

(142,158) \$

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Reserves Added this Year Project 1 Expenses from Reserves

Project 1 Expenses 1 Project 1 Project 2

500000 -500000 -500000 -

\$ 2,256,586 \$ 2,758,222

New Reserve Balance

High Low

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Created by Red Apple

Ogden Preparatory Academy - OPA Board of Directors Meeting - Agenda - Thursday March 20, 2025 at 4:30 PM

OGDEN PRE	PARATORY	A	ctuals	as of: Februar	ry 2	8, 2025 Pe	rcenta	ige of Year:	56.7	%	
ACAD	LMT	(1,015 Students) (LO10 Students)	1	1010	(-	26 Students)		984	
udaet [Detail Report	FY24		FY25		FY25				FY25	% of
venue		Actuals		Actuals		Budget		Changes		Forecast	Forecast
000 Local											
	Interest on Investments	\$ 423,80		334,847	\$	400,000	\$	70,000	\$	470,000	71.2%
	Lunch Program (Students & Adults)	\$ 68,92 \$ 26,89		61,662 16,412	\$ \$		\$ \$	1,662	\$ \$	61,662 25,000	100.0% 65.6%
	Student Sales Art Expo	\$ 20,89	- \$	10,412	\$		\$	-	ې \$	25,000	0.0%
	Student Fees	\$ 3,39		-	\$		\$	-	\$	-	0.0%
	Trips (Co-Curricular Fees)	\$ 46,66		40,949	\$		\$	-	\$	80,000	51.2%
1747 1760	Free Dress (Extra-Curricular Fees)	\$ \$ 1,66	- \$ 3 \$	4,106 924	\$ \$		\$ \$	4,106	\$ \$	4,106 1,300	100.0% 71.1%
	Fundraisers	\$ 11,38		12,899	\$		\$	12,899	\$	1,300	100.0%
	Preschool Revenue	\$ 155,14		158,128	\$		\$	-	\$	241,200	65.6%
	Afterschool Revenue (Daycare)	\$ 63,28		7,288	\$		\$	(27,000)	\$	45,000	16.2%
	Rental of Facility Contributions & Donations	\$ 11,89 \$ 5,90		9,595 1,249	\$ \$		\$	4,000 (25,000)	\$ \$	12,000 5,000	80.0% 25.0%
	Employer Childcare Startup Grant	\$ 72,64		1,245	\$		\$	(23,000)	\$	- 5,000	0.0%
1930	Gain on Sale of Assets	\$	- \$	1,236	\$		\$	1,136	\$	1,136	108.8%
	Medicaid	\$ 37,89		31,749	\$		\$	12,000	\$	42,000	75.6%
1990	Miscellaneous Total 1000:	\$ 46,90 \$ 976,41		23,317 704,361	\$		\$	23,317 77,120	\$ \$	23,317 1,024,620	100.0% <u>68.7%</u>
000 State		1,,					<u> </u>	,	,	-/ /	
0.3005	Regular School Prgm K	\$ 345,11	ι \$	258,317	\$	378,023	\$	8,483	\$	386,506	66.8%
	Regular School Prgm 1-12	\$ 3,397,22		2,519,827		3,867,868	\$	(112,918)	\$	3,754,950	67.1%
	Professional Staff	\$ 270,10		185,967	\$		\$	(36,477)	\$ ¢	269,831	68.9%
	Special Education Add-On Special Education Self-Contained	\$ 677,93 \$ 28,37		682,046 33,322	\$ \$	1,040,573 49,983	\$	(23,356)	\$ \$	1,017,217 49,983	67.1% 66.7%
	Special Education Extended Year	\$ 4,39		3,778	\$		\$	(6)	\$	5,665	66.7%
31.1225	Special Education - Impact Aid	\$ 11,65		11,403	\$		\$	-	\$	17,105	66.7%
	Special Education- Extended Year Stipend	\$ 4,370		1,725	\$		\$	1,725	\$	1,725	100.0%
	Class Size Reduction K-8	\$ 332,27		249,325	\$		\$	(12,521)	\$ ¢	370,857	67.2%
	Enhancement for At-risk students CTE College & Career Awareness	\$ 340,153 \$ 6,003		300,239 4,423	\$ \$		\$ \$	(37,222)	\$ \$	441,052 6,356	68.1% 69.6%
	Charter School Base Amount	\$ 107,01		75,919	\$		\$	(1,495)	\$	113,505	66.9%
32.5310	Flexible Allocation	\$ 2,38		1,769	\$		\$	(97)	\$	2,629	67.3%
	Charter School Local Replacement	\$ 2,907,14		2,189,773	\$		\$	(43,121)	\$	3,273,879	66.9%
	Educator Professional Time (HB 396)	\$ 127,50		144,405	\$		\$	9,405	\$	144,405	100.0%
	Grow Your Own Teacher Gifted and Talented	\$ \$ 8,65	- \$ 7 \$	5,551	\$ \$		\$ \$	-	\$ \$	7,121	0.0% 78.0%
	Early Literacy (K-3)	\$ 60,45		3,331	\$		\$		پ \$	-	0.0%
	TSSP (Teacher Salary Supplement Prgm)	\$ 5,65		-	\$		\$	-	\$	-	0.0%
34.5868	Teacher Materials and Supplies	\$ 10,94	2 \$	22,230	\$	23,117	\$	(887)	\$	22,230	100.0%
	Educator Salary Adjustment	\$ 711,49		542,563	\$		\$	(10,883)	\$	811,124	66.9%
	EL Software Grant	\$ 21,60		-	\$		\$	-	\$	-	0.0%
	School Land Trust Digital Teaching & Learning	\$ 148,013 \$	3 \$ - \$	150,926	\$		\$ \$	- (9,359)	\$ \$	150,926 50,607	100.0% 0.0%
	Professional Learning	\$ 6,593		4,977	\$		\$	273	\$	7,465	66.7%
35.5678	TSSA	\$ 242,37	5 \$	193,176	\$	290,104	\$	(339)	\$	289,765	66.7%
	Student Health & Counseling	\$	- \$	-	\$		\$	-	\$	55,489	0.0%
	Mental Health Add-On Grant (Carry-Fwd)	\$	- \$	-	\$		\$	-	\$	-	0.0%
	STEM Endorsement Center Period Products in Schools	\$	- \$ - \$	500 113	\$		\$ \$	500 113	\$ \$	500 113	100.0% 100.0%
	Substance Abuse	\$ 4,00		4,000	\$		\$	-	\$	4,000	100.0%
	Suicide Prevention	\$ 1,00		1,000	\$		\$	-	\$	1,000	100.0%
38.5697	LETRS Professional Development	\$	- \$	-	\$	-	\$	-	\$	-	0.0%
	Stipends for Future Educators	\$	- \$	3,000	\$		\$	3,000	\$ ¢	3,000	100.0%
	Innovation Grant Professional Educator Licensure Grant	\$ \$	- \$ - \$	50,000	\$		\$ \$	50,000	\$ \$	50,000	100.0% 0.0%
	School Safety Specialist Stipend Grant	\$ 3,00		-	> \$		\$	- 3,000	ې \$	- 3,000	0.0%
	School Safety and Support Grant		\$	137,079	\$		\$	66,835	\$	211,281	64.9%
	Liquor Tax (Lunch Program)	\$ 150,90		56,372	\$		\$	-	\$	150,000	37.6%
	Stronger Connections (PD)	\$	- \$	-	\$		\$	-	\$ ¢	-	0.0%
	Prevention Block Grant Early Interactive Software Program (EISP)	\$ \$	- \$ - \$	-	\$		\$ \$	30,000	\$ \$	30,000 24,335	0.0% 0.0%
00 0010	Total 3000:	\$ 9,936,36.		7,833,725	<u> </u>	11,842,968	\$	(115,347)	\$	11,727,622	66.8%
000 Federa	I										
	GEER II (Unpaid Lunch)	\$	- \$	8,332			\$	8,332	\$	8,332	100.0%
	IDEA Preschool	\$	- \$	-	\$		\$	1	\$ ¢	3,575	0.0%
45-4524 45.4524		\$ 27,00 \$) \$ - \$	-	\$		\$	327	\$ \$	185,487	0.0% 0.0%
	NSLP - Free & Reduced	\$ 332,91		- 215,917	\$ \$		\$	· · ·	\$ \$	- 330,000	0.0% 65.4%
	National School Lunch Program	\$ 58,53		39,836	\$		\$	-	\$	75,000	53.1%
	NSLP - Breakfast	\$ 63,28	1 \$	38,799	\$	75,000	\$	-	\$	75,000	51.7%
	Supply Chain Assistance	\$ 23,63		-	\$		\$	-	\$	-	0.0%
	Kitchen Equipment Grant	\$ 2,16		-	\$ ¢		\$	-	\$ ¢	-	0.0%
	Cash in Lieu Child & Adult Day Care	\$ \$ 3,74	- \$ 3 \$	885 7,198	\$ \$		\$	885 6,030	\$ \$	885 6,030	100.0% 119.4%
	After School Program	\$ 13,00		3,280	\$		\$	-	\$	11,060	29.7%
	Fresh Fruits and Vegetables	\$ 49,38		34,959	\$		\$	1,473	\$	34,959	100.0%
	Pandemic EBT	\$ 65:	3 \$	-	\$		\$	-	\$	-	0.0%
	Title I - Remedial Services	\$	- \$		\$		\$	13,303	\$	256,131	0.0%
	Title II - MAPP	\$	- \$	-	\$		\$	-	\$ ¢	9,050	0.0%
48.7860	Title II Title III A - English Lang Acq	\$	- \$ - \$	-	\$ \$		\$ \$	- 684	\$ \$	30,958 27,686	0.0% 0.0%
	THE REAT LOGISTILLING ALC	\$		-				084			
	Title IV Supporting Effective Instruction	\$	- \$	-	\$	18,957	\$	-	\$	18,957	0.0%

OGDEN PD			Act	uals	as of: Februar	y 2	8, 2025 Pe	rcen	tage of Year:	66.	7%		
ACA	D E M Y	(1,0	15 Students)	(:	1010 Students)		1010	1	(-26 Students)	1	984		
Budget	Detail Report		FY24		FY25		FY25				FY25	% of	Debbie's
	Betall Report	/	Actuals		Actuals		Budget		Changes		Forecast	Forecast	Changes
Expenses 100 Salari													
100 581811	Principals and Assistants	\$	652,212	\$	457,099	\$	742,828		÷ -	\$	742,828	61.5%	
131a	Teachers		,334,029	\$	2,499,664		3,575,791			\$	3,575,791	69.9%	
131f	Stipends (Sports, other)	\$	4,283	\$	29,704	\$				\$	30,000	99.0%	
131g	End of Year Bonus / Returning Bonus	\$	32,706	\$	31,108	\$			5 (10,000)		50,000	62.2%	
131h 131j	Christmas Bonus Stipends (Greensheets)	\$ \$	71,758 4,523	\$ \$	71,972 1,363	\$ \$			\$ (4,000) \$ (5,000)	\$ \$	76,000 5,000	94.7% 27.3%	
131j 131k	Stipends (flow through: ESY, TSSP, School Saf		6,746	ې \$	4,500	ې \$			5 (3,000) 5 7,725	<i>></i> \$	7,725	58.3%	
131	HB 396 Educator Professional Time Stipend	\$	26,305	\$	65,500	\$				\$	85,000	77.1%	
131a	Preschool Teachers	\$	131,473	\$	119,780	\$		3		\$	148,730	80.5%	
131c	Special Education Director & Teachers	\$	549,533	\$	411,007	\$			\$ (27,385)	\$	694,875	59.1%	
132a 132b	Substitute Teachers PTO Cash out	\$ \$	47,988	\$ \$	75,087 (10,468)	\$ \$			\$- \$-	\$ \$	90,000 15,000	83.4% -69.8%	
142a	Counselor & Social Worker	\$	218,163	\$	166,583	\$	250,750			\$	250,750	66.4%	
142b	Occupational Therapist	\$	24,239	\$	18,266	\$	-		\$ 27,385	\$	27,385	66.7%	
143	Nurse	\$	436	\$	-	\$		\$		\$	1,270	0.0%	
145	Librarian	\$	149,969	\$	111,333	\$			- (22.470)	\$	167,500	66.5%	
152 161a	Secretarial & Clerical Special Education TA	\$ \$	199,524 407,058	\$ \$	169,938 289,083	\$ \$			\$ (32,178) \$ 54,377	\$ \$	235,000 440,000	72.3% 65.7%	
161b	General Ed and At-Risk TA	\$	-	\$	82,842	\$				\$	73,435	112.8%	
161c	Title I TA	\$	307,987	\$	270,822	\$	504,947	:			475,000	57.0%	
161d	Early Literacy (K-3) TA	\$	66,570	\$	-	\$	-	;		\$	-	0.0%	
161e	Land Trust TA	\$	42,823	\$	35,224	\$	71,661		- (17.057)	\$	71,661	49.2%	
161f 161g	Early Intervention TA After School Program (ESSER III)	\$ \$	9,286 95,229	\$ \$		\$ \$	17,057 73,435		\$ (17,057) \$ (73,435)	\$ \$		0.0% 0.0%	
161h	Preschool Aides	\$	65,066	\$	64,210	\$				\$	119,573	53.7%	
182	Facility Support	\$	65,081	\$	44,934	\$		\$	\$-	\$	75,000	59.9%	
184	IT Support	\$	113,941	\$	90,670	\$	137,340	;		\$	137,340	66.0%	
191	Food Service Total 100:	\$ \$	373,882 7,000,810	\$ \$	299,143 5,399,364	\$	466,682 8,237,071		\$ \$(31,080)	\$ \$	466,682 8,061,545	64.1%	
200 Benef		<u> </u> ,	,000,810	Ş	3,333,304	ļ	0,237,071	Ŀ	5 (51,080)	2	8,001,343	65.5%	
200 Bener	Social Security	\$	527,327	\$	403,524	\$	650,780		5 (13,868)	\$	636,912	63.4%	
230	Retirement	\$	151,571	\$	116,258	\$				\$	174,300	66.7%	
241	Group Insurance	\$	335,102	\$	354,108	\$			\$-	\$	475,960	74.4%	
242	Waiver Benefit	\$	128,750	\$	72,625	\$			\$ (12,000)		99,000	73.4%	
270 280	Worker's Compensation Fund Unemployment Insurance	\$ \$	13,863 13,508	\$ \$	11,013 8,340	\$ \$			\$- \$-	\$ \$	19,266 15,000	57.2% 55.6%	
200	Total 200:		1,170,121	\$	965,868		1,443,274				1,420,438	68.0%	
300 Prof 8	Technical Services												
310	Other Contracted Services	\$	15,000	\$	36,250	\$	75,000	:			55,000	65.9%	
320 330	Substitute Services	\$ \$	2,749	\$ \$	856	\$ \$				\$ \$	5,000	17.1%	
352	Employee Training & Development Audit Services	\$	103,017 24,658	ې \$	67,973 21,828	ې \$				\$	100,000 23,000	68.0% 94.9%	
345	Business Manager Services	\$	80,113	\$	60,008	\$, ; -	\$	90,018	66.7%	
347	Mental Health (Weber Health Services)	\$	7,577	\$	5,161	\$	7,500	3	\$-	\$	7,500	68.8%	
347	Speech Therapy	\$	215,936	\$	173,192	\$				\$	259,788	66.7%	
347 349	Psychology / Behavior	\$ \$	7,837 1,380	\$ \$	8,516 140	\$ \$			5 - 5 -	\$ \$	10,000 10,000	85.2% 1.4%	
349	Legal IT Services	\$	84,069	\$	29,650	ې \$; ;	\$	88,000	33.7%	
350	SRO	\$		\$	140,176	\$	144,446			\$	140,176	100.0%	
	Total 300:	\$	542,336	\$	543,750	\$	812,752	3	\$ (20,000)	\$	788,482	69.0%	
	ased Property Services	l é .			20			I		I +		63.8%	
410 423		\$	43,605		38,735 88,000		60,000				60,730	63.8% 66.7%	
425	Cleaning & Custodial Services Lawn Care & Snow Removal	\$ \$	115,937 58,245	\$ \$	17,330	\$ \$				\$ \$	132,000 25,000	69.3%	
430	Repairs / Maintenance / Monitoring	\$	154,019	\$	139,613	\$			\$ 20,000	\$	160,000	87.3%	
442	Rental of Equipment & Vehicles	\$	1,512	\$	552	\$			\$ -	\$	1,000	55.2%	
443	Lease of Copy Machines	\$	1,401	\$	-	\$			\$-	\$	-	0.0%	
450	Construction Services Total 400:	\$ \$	6,250 380,969	\$ \$	- 284,230	\$ \$			\$ \$\$	\$ \$	- 378,730	0.0%	
500 Other	Purchase Services	د ا	500,503	د	204,230	د	505,000	Ŀ	, 13,730	د ا	370,730	75.0%	
517	Trips	\$	101,191	\$	37,972	\$	110,000		\$-	\$	110,000	34.5%	
518	Field Trips (Bussing & Entrance Fees)	\$	11,937	\$	10,449	\$				\$	35,000	29.9%	
518	Student Activities - Aguilas Bussing	\$	-	\$		\$	1,200	;	\$-	\$	1,200	0.0%	
518	Sports (Bussing, Fees, Tri, Weight Training)	\$	12,846	\$	12,107	\$			\$ -	\$	21,000	57.7%	
520 530	Property & Liability Insurances Communication (Phone & Internet)	\$ \$	47,644 28,039	\$	43,454 11,006	\$			\$- \$-	\$	62,062 18,000	70.0% 61.1%	
530	Communication (Phone & Internet) Marketing	\$	28,039	\$ \$	11,006	\$ \$			\$- \$-	\$ \$	5,000	61.1% 27.9%	
560	After School Scholarships	Ş	-,101	\$	-	\$				\$	24,000	0.0%	
580	Travel / Per Diem	\$	14,626	\$	14,689	\$	30,000		\$ (5,000)	\$	25,000	58.8%	
	Total 500:	\$	217,414	\$	131,070	\$	282,262	Ŀ	\$ 19,000	\$	301,262	43.5%	

ACAI	EPARATORY D E M Y													
		(1,015 S	tudents)	(10	010 Students)	I.	1010	(- 	26 Students)		984	I I		
udget l	Detail Report	FY Actu			FY25 Actuals		FY25 Budget		Changes		FY25 Forecast	% of Forecast		ebbie' hanges
600 Suppli	es and Materials													
610	Classroom/ Legislative Supplies	\$ 3	85,850	\$	55,016	\$	35,000	\$	20,000	\$	55,000	100.0%		
610	SpEd Supplies	\$ 1	2,071	\$	17,368	\$	15,000	\$		\$	15,000	115.8%		
610	Preschool Supplies	\$ 2	27,141	\$	2,071	\$	12,000	\$	(4,000)	\$	8,000	25.9%		
610	After School (Hope Squad - Prevention Block	\$		\$		\$		\$		\$		0.0%		
610	Event Supplies	\$	9,353	\$	8,743	\$		\$	(5,000)	\$	15,000	58.3%		
610	Sports Supplies	\$	3,946	\$	2,204	\$	4,000	\$	-	\$	4,000	55.1%		
610	Clubs	\$	1,930	\$	7,613	\$	4,000	\$	7,000	\$	11,000	69.2%		
610	Yearbooks	\$	7,991	\$	9,186	\$	6,000	\$	6,248	\$	12,248	75.0%		
610	Art Expo	\$	426	\$	-	\$	-	\$	-	\$	-	0.0%		
610	Aguilas & 7 Habits	\$	2,001	\$	6,444	\$		\$	2,000	\$	8,000	80.6%		
610	OPA Apparel / Concessions	\$ 2	9,319	\$	26,016	\$	25,000	\$	-	\$	26,016	100.0%		
610	Staff Meals / Appreciation / Prof Dev	\$ 1	6,814	\$	16,419	\$	30,000	\$	(5,000)	\$	25,000	65.7%		
610	Counseling / Cultural Supplies	\$	34	\$	143	\$	200	\$	-	\$	200	71.5%		
610	Board Expenses	\$	3,174	\$	409	\$	3,500	\$	-	\$	3,500	11.7%		
610	Office Supplies	\$ θ	52,763	\$	39,645	\$	70,000	\$	(15,000)	\$	55,000	72.1%		
610	Non Food Kitchen Supplies			\$	23,943	\$	-	\$	25,000	\$	25,000	95.8%		
621	Natural Gas	\$ 3	37,065	\$	19,415	\$	45,000	\$	-	\$	45,000	43.1%		
622	Electricity	\$ 6	52,076	\$	64,271	\$	80,000	\$	-	\$	80,000	80.3%		
630	Lunch Program Food & Supplies	\$ 44	9,517	\$	357,348	\$	440,000	\$	(15,000)	\$	425,000	84.1%		
641	Curriculum		51,443	\$	64,657	\$		\$	46,000	\$	146,000	44.3%		
644	Library	\$ 1	7,723	\$	14,531	\$	15,000	\$	732	\$	15,732	92.4%		
650	Technology Related Supplies	\$ 1	7,408	\$	5,158	\$	10,000	\$	(2,000)	\$	8,000	64.5%		
670	Educational Software		9,697	\$	49,797	\$		\$	20,000	\$	50,000	99.6%		
680	Maintenance Supplies		16,646	\$	9,989	\$		\$	(15,000)	\$	25,000	40.0%		
680	Cleaning Supplies (BEAR)			\$	11,005	Ś	21,000	\$	(6,000)	Ś	15,000	73.4%		
	Total 600:	\$ 1,05		\$	811,391	\$	1,011,700	\$	59,980	\$	1,072,696	75.6%		
700 Prope	rty, Equipment									_				
710	Land and Site Improvement	\$ 17	2,959	\$	14,791	\$	20,000	\$		\$	20,000	74.0%		
720	Buildings	\$	1,700	\$		\$	-	\$	-	ŝ	-	0.0%		
733	Furniture and Fixtures		86,175	\$	23,156	\$	10.000	\$	15,000	Ś	25,000	92.6%		
733	ECC Furniture and Fixtures		1,287	\$		\$		\$		\$		0.0%		
734	Technology Related Hardware		2,984	\$	36,328	\$	40,000	\$	20,000	\$	60,000	60.5%		
735	Non-Bus Vehicle - SRO Car	\$		\$	60,918	\$		\$	60,918	\$	60,918	100.0%		
736	Technology Related Software		0,921	\$	9,859	\$		\$	00,510	\$	10,000	98.6%		
738	Kitchen Equipment		6,376	\$	6,041	\$	10,000	\$	6,216	\$	6,216	97.2%		
750	Total 700:		32,402	\$	151,093	\$	80,000	\$	102,134	\$	182,134	83.0%		
200 Dobt S	Service and Misc	9 00	2,402	7	131,033	Ŷ	00,000		102,134	<i>~</i>	102,134	00.070		
810	Dues and Fees	ls :	80,454	\$	31,977	Ś	30,000	\$	3,000	Ś	33,000	96.9%		
810	Banking Fees	\$.	1,529	ې \$	6,038	\$		\$	5,500	\$	8,500	71.0%		
850	Bond - Restricted Assets	1.1	1,525	\$	703,033		1,197,451	\$	5,500	ŝ	1,197,451	58.7%		
850	Contingency	\$ 1,12	10,079	ې \$	705,055	Ş	20,000	\$		ş	20.000	0.0%		
890	Miscellaneous	ş S	-	ې \$	1,636	ې \$	20,000	\$	1,636	ې \$	1,636	100.0%		
890	Total 800:	\$ 1,17	-	ş Ş	742,684		1,250,451	\$	10,136	\$ \$	1,260,587	58.9%		
	Total Expenses:	\$12,20		\$	9,029,450		13,336,064	\$	133,064	<u> </u>	13,465,874	67.1%	\$	
	Net Income:	\$ (71	8,723)	\$	(142,158)	\$	496,216	\$	(140,256)	\$	359,478	•	\$1	15,00
								MA	DS Goal 1.30		1.30			1
								Go	al w/respect 1ADS	Ś	359,235	0.11	Ś	242

119986 \$ 239,492 *1.20*

\$ 124,491.56

Coversheet

HVAC Replacements and Upgrade for Elementary and Junior High Buildings

Section:	II. Finance
Item:	C. HVAC Replacements and Upgrade for Elementary and Junior High
Buildings	
Purpose:	Vote
Submitted by:	
Related Material:	SKM_C451i25030612030.pdf
	162258-1.pdf



OGDEN PREPARATORY

Request for Proposal

Junior High and Elementary

HVAC SYSTEM UPGRADE

Due: March 13, 2025

5:00 p.m. MST

Ogden Preparatory Academy 1415 Lincoln Avenue, Ogden UT 84404 1435 Lincoln Avenue, Ogden UT 84404

Powered by BoardOnTrack

Attention: Debbie Deem <u>ddeem@ogdenprep.org</u> Wyatt Dangel <u>wdangel@ogdenprep.org</u>

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Request for Proposal HVAC System Remediation Project

A. Intent of Request for Proposal (RFP) and Scope of Work

The purpose of this Request for Proposal is to solicit competitive bids from qualified individuals or entities to provide **HVAC Upgraded Replacement Systems** for Ogden Preparatory Academy (OPA).

OPA is seeking HVAC Upgraded Replacement Systems, which is contemplated to include the following scope of work:

- Purchase and installation of 45 Roof Mounted HVAC Units
 - o **Requirements**
 - High SEER and AFUE ratings
 - Sizes sufficient for cooling and heating areas
 - Compatible with current structure
 - Minimum 10 year warranty
 - Recommended Maintenance and Upkeep schedule and plan
- Purchase and installation of upgraded corresponding thermostats.
 - o Requirements
 - User friendly
 - Lockable
 - Ease of replacement
 - Durable

B. School Background Information

Ogden Preparatory Academy is a seasoned charter school serving a diverse population in Ogden, UT. The school has a focus of respect, bilingual skills in English and Spanish, and the use of the seven habits of highly effective people. OPA is a high quality accredited school in good standing with its authorizer. The school enrolls approximately 1,000 students in grades pre-K-9.

Ogden Preparatory Academy consists of three (3) buildings on one (1) campus. The buildings included in this project are the Elementary (1415) and the Junior High (1435).





C. Eligibility Requirement

Any firm or person responding to this RFP must meet the following minimum requirements:

- 1. HVAC Experience & Expertise
 - Responders must have experience in Commercial HVAC system installation, troubleshooting, and repair.

D. Contract Period

It is anticipated that the contract period for the HVAC Upgraded Replacement Systems will be less than one (1) year and shall cover the length of this project only.

E. Proposed Calendar

February 28, 2025	RFP Released and advertised
March 13, 2025	Responses due no later than 5:00 PM MT
March 14, 2025	Evaluation
March 20, 2025	Final selection and approval.



F. Evaluation Criteria

OPA governing board and leadership may select any responder which they may deem is the best value for the school. The following point system is provided to aid the school in its evaluation of responders:

Total of 120 points

- 1. HVAC Experience & Expertise (30 points)
- 2. Suggested Unit energy ratings (30 points)
- 3. Suggested thermostat quality and user friendliness (10 points)
- 4. Historical experience with Ogden Preparatory Academy (5 points)
- 5. Value (cost) (45 points)

While cost is a primary consideration for OPA, the school understands long-term value can be measured in many different ways. OPA will consider the financial impact and long-term benefits of all information provided by respondents.

G. Proposal Response

Responses must be emailed in a pdf format to Debbie Deem <u>ddeem@ogdenprep.org</u> and Wyatt Dangel <u>wdangel@ogdenprep.org</u> by the due date and time in order to be considered. Schedules A – C may be submitted together or separately. Schedule D should be submitted separately. Please provide the following schedules as your response to this RFP:

Schedule A:	Certification of Proposal
Schedule B:	History & Experience
Schedule C:	Proposed Plan
Schedule D:	Cost proposal

If any information is needed to complete the proposal, please contact Wyatt Dangel, wdangel@ogdenprep.org to make arrangements to receive the information.



Schedule A

Certification of Proposal

We have read the Ogden Preparatory Academy Request for Proposal and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand our ability to meet the criteria and provide the required services shall be judged solely by Ogden Preparatory Academy.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation concerning these matters has been made nor will be made regarding this proposal with any Ogden Preparatory Academy employee or Board Member other than the listed contact people in the RFP. We understand that any such contact could disqualify this proposal.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP and that the completed documents submitted shall be considered a legally binding document.

Submitted By:

ohn Gould

Proposer's Name

Authorized Signature

Operations Munager

Name and Title

801.262.2800

Telephone

3 5 25

Date



Schedule B

History & Experience

Entity Name Jenson Refrigeration Inc.
Principal Name/Title Kenneth Jenson - Owner
Address 12781 S. Minuteman Drive, Droper UT 84020
Phone 801 2.62 2.800

History/Profile of Firm

<u>Description of Organization, including details regarding qualifications and capabilities listed in the Scope</u> of Services

List of relevant projects

Page 6 of 8

and a second second

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Schedule C

Proposed Plan



Schedule D

Cost Proposal

		PRO	POSAL
enson Lighting Maintenance & Crane	Customer #	Estimate Date	Estimate #
P.O. Box 1745 Draper, UT 84020 Phone: (801) 262-2800	13607	3/5/2025	163256
Bill To:	Service Locati	ion:	

Jenson Refrigeration Inc. is pleased to offer pricing to complete quarterly preventative maintenance on the HVAC equipment at this location. We propose to complete the following items with each PM visit:

Replace filters - date all new filters.
Check belts for tension and alignment. Additional - Replace belts as needed
Wash/brush off evaporator coils and condensers.
Clear obstructions and clean drain lines to ensure proper flow.
Inspect ducts for dust, mold, debris.
Check thermostats and their controls to ensure they are set correctly.
Check all connections and electrical systems.
Make sure the fan motor is operating correctly.
Inspect blowers and blades to maintain proper airflow.
Check and lubricate motors, blowers, and bearings.
Check for leaks - if found, check refrigerant levels.
Photos before and after - Coil cleanings, do not need temp check pictures
Check the ignition burner assembly.
Carefully inspect heating elements or heat exchangers.

The PM service will be provided quarterly for a fixed sum per visit as specified below. The contract will commence upon signature and will remain in place unless 30-day written notice of termination of the agreement is received by either party. The contract is self-renewing annually.

Qty	Description	Unit Amount	Tax	Total
	Labor and Materials to Perform PM Services	\$15,236.79	Y	\$15,236.79

	Date	Customer Signature	Date
you for the opportunity to once pricing on the pre-		Retainage held until job completion:	
included in prices listed above and will be invoiced you for the opportunity to offer pricing on this pro-	separately unless otherwise note viect!	ed. Thank Estimate Total:	\$15,427.97
Lead times are subject to change and based on n	nanufacturer supply/stock. Diagno	stic is not Sales Tax:	\$191.1
Please note that freight is not included in this pro	posal and will be additional if nece	essary. Subtotal:	\$15,236.79

Jenson Lighting Maintenance & Crane P.O. Box 1745 Draper, UT 84020 Phone: (801) 262-2800Customer # 13607Estimate Date 3/5/2025Estimate 3 163260Bill To:Service Location:Ogden Preparatory Academy 1415 Lincoln Ave Ogden, UT 84405Ogden Preparatory Academy 1435 Lincoln Avenue Ogden, UT 84401	COMPANIES		PRO	POSAL
Draper, UT 84020 13607 3/5/2025 163260 Phone: (801) 262-2800 Service Location: Ogden Preparatory Academy 0gden Preparatory Academy 1435 Lincoln Avenue		Customer #	Estimate Date	Estimate #
Phone: (801) 262-2800 Bill To: Service Location: Ogden Preparatory Academy Ogden Preparatory Academy 1415 Lincoln Ave Ogden Avenue		13607	3/5/2025	163260
	Ogden Preparatory Academy 1415 Lincoln Ave	Ogden Prepar 1435 Lincoln	atory Academy Avenue	

Jenson Refrigeration is pleased to offer pricing to pressure wash RTU's in the spring. Lead time is 3-4 business days. Lead times are subject to change due to current limited supply and delayed shipping. Pricing is valid for 15 days from proposal date. Please review the following:

Qty	Description	Unit Amount	Тах	Total
8	Lance, labor to pressure wash RTU.	\$105.00	Y	\$840.00
8	Tech 2, labor to pressure wash RTU.	\$105.00	Y	\$840.00
1	Power Washer 300 Gallon Mobile and Chemical	\$210.00	Y	\$210.00
2	Truck Charge	\$54.00	Y	\$108.00

included in prices listed above and will be invoices separately unless otherwise noted. Thank		Subtotal: Sales Tax: Estimate Total: held until job completion:	\$1,998.00 \$144.86 \$2,142.86	
Representative Signature	Date	Custor	ner Signature	Date
COMPANIES		PRO	POSAL	
--	----------------	---------------	------------	
enson Lighting Maintenance & Crane .O. Box 1745	Customer #	Estimate Date	Estimate #	
raper, UT 84020 hone: (801) 262-2800	13607	2/11/2025	162258	
Bill To:	Service Locati	on:		

Contract Details

Jenson Refrigeration is pleased to offer pricing to replace 45 Rooftop Units. Economizers and hail guards are additional. Each unit includes internal disconnects. Lead time is 16 weeks. 75% down due is due upon approval to order equipment. Any troubleshooting after the units are installed is additional. Pricing is for strictly for removal and install of new units. Any costs associated with acquiring permits and/or permits is additional. Lead times are subject to change due to current limited supply and delayed shipping. Pricing is valid for 15 days from proposal date. Please review the following:

Qty	Description	Unit Amount	Tax	Total
1125	Labor to remove and install RTUs	\$105.00	Y	\$118,125.00
20	Crane Loading and Offloading Units	\$219.00	Y	\$4,380.00
1	Helicopter Crane	\$29,400.00	Y	\$29,400.00
7	10 Ton Single Packaged R-454B Air Conditioner.	\$16,477.90	Y	\$115,345.30
2	15 Ton Single Packaged R-454B Air Conditioner	\$37,649.13	Y	\$75,298.26
2	Adapter	\$2,332.96	Y	\$4,665.92
2	5 Ton Single Packed R-454B Air Conditioner	\$11,430.91	Y	\$22,861.82
7	7.5 Ton Single Packaged R-454B Air Conditioner	\$14,643.24	Y	\$102,502.68
2	4 Ton, Single Packaged R-454B Air Conditioner	\$10,365.59	Y	\$20,731.18
17	3 Ton, Single Packaged R-454B Air Conditioner	\$9,747.46	Y	\$165,706.82
3	12.5 Ton, Single Packaged R-454B Air Conditioner	\$18,418.99	Y	\$55,256.97
3	5 Ton, Single Packaged R-454B Air Conditioner	\$8,489.36	Y	\$25,468.08
1	6 Ton, Single Packaged R-454B Air Conditioner	\$9,624.38	Y	\$9,624.38
1	Addtional: RTU Economizers, Labor and Hailguards - \$2231.25 Each Unit - Estimated	\$0.00	Y	\$0.00
1	SEER2 Air Conditioner	\$3,878.68	Y	\$3,878.68
1	Adapter: 2T Unit	\$344.64	Y	\$344.64



Jenson Lighting Maintenance & Crane P.O. Box 1745 Draper, UT 84020 Phone: (801) 262-2800

Bill To:

Ogden Preparatory Academy 1415 Lincoln Ave Ogden, UT 84405

Customer #	Estimate Date	Estimate #
13607	2/11/2025	162258

PROPOSAL

Service Location:

Ogden Preparatory Academy 1435 Lincoln Avenue Ogden, UT 84401

Qty	Description	Unit Amount	Tax	Total
1	Optional: Economizer 2.5T - \$1204.8	\$0.00	Y	\$0.00
1	Filter/Frame Kit	\$196.48	Y	\$196.48
1	Piping & Fittings	\$2,610.00	Y	\$2,610.00
45	T6 Pro Thermostat	\$214.45	Y	\$9,650.25
45	Reclaim & Disposal	\$150.00	Y	\$6,750.00
1	Transformer Kit	\$70.64	Y	\$70.64
5	3/4" Gas Regulator	\$124.87	Y	\$624.35
40	1/2" Gas Regulator	\$64.77	Y	\$2,590.80
5	3/4 x 24 Gas Flex	\$41.69	Y	\$208.45
40	1/2" x 24 Gas Flex	\$21.43	Y	\$857.20
1	Install Materials	\$1,705.00	Y	\$1,705.00
8	Crane Charge	\$74.00	Y	\$592.00
1	Truck Charge	\$2,700.00	Y	\$2,700.00
1	Flatbed Trailer and Truck	\$2,000.00	Y	\$2,000.00
1	Freight, To be determined. Will bill for cost upon completion.	\$0.00	Ν	\$0.00
1	Diagnostic	\$1,510.62	Y	\$1,510.62

Please note that freight is not included in this prop	Please note that freight is not included in this proposal and will be additional if necessary. Subtotal: Lead times are subject to change and based on manufacturer supply/stock. Diagnostic is not included in prices listed above and will be invoices separately unless otherwise noted. Thank you for the opportunity to offer pricing on this project! Subtotal: Estimate Total: Estimate Total:			
	Retainage held until job comple			
Representative Signature Date			ner Signature	Date

Coversheet

Summer Carpet replacement

Section:II. FinanceItem:D. Summer Carpet replacementPurpose:VoteSubmitted by:20250318150846662.pdf



March 18, 2025

WYATT DANGEL OGDEN PREP ACADEMY 1415 LINCOLN AVE OGDEN, UT 84404

Re: OGDEN PREP - 2025 CARPET Bid # 400310

Dear WYATT:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of Work:

JR HIGH LIBRARY, RM 118, ADMIN HALL, RM 215, RM 216:

MAIN	PROVIDE AND INSTALL 608 SY PATCRAFT — BIG SPLASH CARPET TILE, BASIC FLOOR PREP TOTAL PRICE PE	ER SF: \$46.69	\$28,385.00
DEMO	TEAR OUT AND DISPOSE OF EXISTING CARPET AND BASE		\$2,550.00
BASE	PROVIDE AND INSTALL 975 LF SHAW BIG SPLASH — DIVE SHEET 4.5" CARPET BASE		\$3,675.00
		MAIN TOTAL:	\$34,610.00
	DD ON PRICING ONLY): PROVIDE AND INSTALL 64 SY PATCRAFT — BIG SPLASH CARPET TILE, BASIC FLOOR PREP, DEMO, 120 LF 4.5" CARPET BASE		\$3,705.00
ELEVATORS	TEAR OUT, PROVIDE AND INSTALL CARPET IN BOTH ELEVATORS (ADD ON OPTI	CON)	\$340.00
VESTIBULES	TEAR OUT CARPET IN VESTIBULES PROVIDE AND INSTALL ARMSTRONG VCT (ONE COLOR) — DOES NOT INCLUDE POLISH. INCLUDES RUBBER BASE		\$2,300.00
		Total Price	\$40,955.00
Price incl	udes regular floor prep.		

_ _ _ _

We appreciate the opportunity.



PAGE 2

Re: OGDEN PREP - 2025 CARPET Bid # 400310

Thank you,

Christal Stephens

Contract Sales Wall 2 Wall Commercial Flooring - Ogden christal@w2wcommercial.com 385-279-0888

* * *

I hope you find this proposal complete and to your satisfaction. Please sign below to accept this proposal.

Authorized Signature

Date

Coversheet

Relay Agreement

Section:II. FinanceItem:E. Relay AgreementPurpose:VoteSubmitted by:VoteRelated Material:Ogden_Prep_Managed_Services_Agreement_Relay.pdf



Service Agreement for School-Based Medicaid Billing

This Service Agreement is made by and between RELAYHUB, LLC. ("Relay"), a Delaware corporation with a Corporate Office address of 400 Metacom Avenue Suite 507, Bristol RI 02809 and Ogden Preparatory Academy ("District") with an address of 1415 Lincoln Avenue, Ogden, UT 84404

WHEREAS, the District provides medically necessary health care services to eligible students

WHEREAS, the District is desirous of maximizing its potential to receive Medicaid reimbursements to which it may be entitled for providing said health care services;

WHEREAS, Relay possesses the expertise and resources to appropriately prepare the claims necessary for Medicaid;

NOW, THEREFORE, for good and valuable consideration, the receipt and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows.

1. DIRECT CLAIMING SERVICES

Relay will provide Direct Claiming Services as described on <u>Schedule A</u> (hereinafter "DCS") in order to process the Districts' claims for Medicaid reimbursement for direct medical services provided to Medicaid-eligible students, based upon data provided to Relay by the District.

2. COMPENSATION

- a. The District agrees to pay RELAYHUB, LLC. for the DCS at the rate set forth in <u>Schedule C</u> attached hereto.
- b. Relay will invoice the Licensee once annually on July 1. Payment shall be due 30 days from the date of the invoice. Late payments shall be subject to a late charge for every calendar month or fraction thereof equal to the lesser if (I) a 1.5 percent or (II) the highest rate allowed by state law. In addition, the District shall be liable for any legal fees or other costs of collection. To enable electronic billing, District should complete Schedule E attached hereto.

3. Responsibility for Disallowances

a. District shall defend and indemnify Relay from and against any fines or penalties imposed upon Relay as a result of an award of damages and costs against Relay due to a suit or claim by the Centers for Medicare & Medicaid Services ("CMS"), the state Medicaid agency, the US Department of Health and Human Services, a final court judgment, or a settlement of any of the foregoing based on a disallowance of claims filed by Relay on District's behalf (a "Claim") if Relay: (a) notifies District in writing of a Claim within ten (10) days after Relay receives notice; (b) gives District sole authority to defend or settle the Claim; (c) gives District all information in Relay's

1



control concerning the Claim; and (d) reasonably cooperates and assists District with defense of the Claim. Relay may participate in the defense of a Claim at its own expense. District shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for Relay.

- b. If District is required to return funds to CMS or the state Medicaid agency due to inaccurate information provided by the District to Relay, any portion of those amounts that were paid to Relay as compensation pursuant to Section 2(a) above will be non-refundable.
- c. If the District is required to return funds to CMS and/or the state Medicaid agency due to an error directly attributable to Relay, District's sole remedy shall be limited to a return of fees paid to Relay for the claim that contained such error. During the course of this contract, Relay will maintain an active Errors and Omissions Insurance Policy.

4. Privacy Requirements and Confidentiality.

- a. The Parties acknowledge and agree that the Board is engaging Relay to provide DCS, which constitute an electronic covered transaction as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and each party shall act in strict compliance with HIPAA as applicable to it, including, without limitation, HIPAA's Transactions and Code Sets and Identifier Rules, and all implementing guidance and regulation, each as amended from time to time.
- b. Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except to perform its obligations or enforce its rights hereunder. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein, and shall be liable for any breach thereof.
- c. "Confidential Information" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of this Agreement (but not the fact of the Agreement's existence), technology, business plans, techniques, methodologies, pricing, marketing



and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the Service. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

5. INTELLECTUAL PROPERTY INDEMNITY

- a. Relay shall, at its expense, defend any suit or claim brought against District and shall indemnify District against an award of damages and costs against District by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by Relay, its employees, officers, agents or representatives, or (ii) the allegation that District's use of DCS infringes a US patent or copyright (a "District Claim"), if District: (a) notifies Relay in writing of the District Claim within ten (10) days after District receives notice; (b) gives Relay sole authority to defend or settle the Claim; (c) gives Relay all information in District's control concerning the District Claim. District may participate in the defense of a District Claim at its own expense. Relay shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for District.
- b. If DCS becomes or in Relay' opinion is likely to become the subject of a suit or claim of infringement of a Patent or Copyright, Relay shall at its option and expense (a) obtain the right for District to use the Service; (b) replace or modify DCS so that it becomes non-infringing; or (c) terminate the License for the Service. If Relay terminates the License for the under this Section 5(b), (i) District shall cease to use the Service; and (ii) as District's sole and exclusive remedy against Relay (other than the indemnification by Relay under Section 5(a) Relay shall refund any prepaid fees paid for the infringing DCS.
- c. SECTION 5 STATES RELAY'S ENTIRE LIABILITY AND DISTRICT'S SOLE REMEDY REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.



6. Term and Termination.

- a. The term of this Agreement shall begin upon the Effective Date, July 1, 2025, shall continue in effect until the third anniversary hereof (the "Initial Term"). The Initial Term shall be automatically renewed for successive 12 (twelve) month periods (each, a "Renewal Term") unless one party gives the other written notice of its intention not to renew no less than 60 (sixty) days prior to the end of the Initial or any Renewal Term.
- b. Relay may terminate this Agreement if Relay is in compliance with this Agreement and either (a) District fails to pay Relay any amounts when due or, (b) District is in material default of any other provision of this Agreement and such default has not been cured within thirty (30) days after Relay gives District written notice describing the default. Upon termination in accordance with this Section 6, Relay may:
 - i. declare all amounts owed to Relay by District for the entire then-current term to be immediately due and payable;
 - ii. terminate access to DCS; and
 - iii. cease performance of all of Relay' obligations under this Agreement without liability to District.
- c. District may terminate this Agreement if District is in compliance with this Agreement and Relay is in material default of any provision of this Agreement and such default has not been cured within thirty (30) days after District gives Relay written notice describing the default. Upon such termination:
 - i. District shall pay Relay' outstanding invoices that do not pertain to Relay's default, but District shall have no further payment obligations to Relay under this Agreement; and
 - ii. Relay shall return all data or other property given by District to Relay for it to perform DCS.
- d. Either party may terminate this Agreement by written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy or if a receiver or similar officer is appointed to take charge of all or a material part of such other party's assets.
- e. Upon termination of this Agreement by Relay or District, Sections 2, 3, 4, 5, 6, 7, 11, and 15 of this Agreement shall survive.

7. Limitations of Liability.

a. Relay shall not be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs. District shall be responsible for making backup copies of data.



- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES.
- c. Except only for (a) Relay's indemnification obligations hereunder or (b) bodily injury or damage to tangible property (not data), Relay's maximum aggregate liability for damages to District or those claiming through District shall be limited to actual direct damages in an amount not to exceed the fees paid by District to Relay over the 12 (twelve) months prior to the incident causes such damages.
- d. DISTRICT ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 7 ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT ONLY FOR ACTIONS BY RELAY TO PROTECT INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY EQUITABLE REMEDIES.

8. Assignment.

District may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by Relay, in writing, prior to such assignment, such approval to not be unreasonably withheld.

9. Waiver.

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

10. Excusable Delay.

Neither Relay nor District shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of Relay or District, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond Relay' or District's reasonable control. This Section 10 shall not delay or excuse District's payment obligations.

11. Governing Law and Jurisdiction.

This Agreement is governed by and construed in all respects in accordance with the laws of the State of Delaware (without regard to conflicts of laws principles). Except only for disputes for which injunctive relief is sought to prevent the unauthorized use or disclosure of DCS, any disputes between District and Relay (which are not otherwise resolved by the parties) shall be instituted only in a federal or state courts serving Michigan and the parties shall submit to



personal jurisdiction of these courts in any such legal action. Relay and District each waive their right to a trial by jury for any disputes between the parties.

12. Independent Contractor.

Relay is an independent contractor, and its personnel shall not be considered employees or agents of District.

13. Severance and Interpretation.

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

14. Time Limitation.

Except for actions for non-payment or for breach of Relay' or its third parties' intellectual property rights, no action arising out of or relating to this Agreement may be brought later than one (1) year after the cause of action became known to the injured party.

15. Notices.

All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other party's President at its address set forth above or such other person or address as a party may indicate in writing from time to time.

16. Entire Agreement.

This Agreement, including all Schedules attached hereto, constitute the entire agreement between Relay and District with respect to DCS and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both Relay and District. No employee, agent, or other representative of either Relay or District has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both Relay and District. All future purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

RELAYHUB, LLC.

Ogden Preparatory Academy

By:		By:	
((Signature)		(Signature)
Name:		Name:	
Title:		Title:	
Date:		Date:	



SCHEDULE A

Description of Utah School-Based Skills Development Services

These are the processing steps Relay will perform for the DCS package:

- *a.* DCS.1 Relay will provide the District with a state specific claims information management system for the use of the District in providing data necessary for Relay to formulate the District's claims.
- b. DCS.2 Relay will return to the District any and all logs and/or claims that it deems have insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate Medicaid billing. Relay will provide the District with direction on how to bring such logs and/or claims into compliance.
- c. DCS.3 Relay will provide timely electronic claims processing for the District's claims.
- d. DCS.4 Relay will provide quarterly Management Reports to the District.
- e. DCS.5 Relay will provide training for all District- employed providers of Medicaid eligible services at the time of onboarding and as needed during the contract term regarding federal and state law pertaining to appropriate Medicaid billing. If applicable.
- f. DCS.6 Relay will provide Administrative training at the time of initial contract with the district.
- g. DCS.7 Relay will work with the District to gather the financial data necessary for program oversight.
- h. DCS.8 Relay will work with the District to provide education and general assistance in the processes associated with the Medicaid.



SCHEDULE B

Description of Ogden Preparatory Academy Services

These are the processing steps the district will perform for the DCS package:

- a. DCS.10 District will maintain current provider enrollment with the Agency for Health Care Administration;
- b. DCS.11 District will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the district;
- c. DCS.12 District will ensure they are using licensed providers as required under the program and that information pertaining to licensure is available when necessary;
- d. DCS.13 District will have a minimum of 1 person designated as the Medicaid Coordinator for the district, and they will follow Relay administrative guidelines:
- e. DCS.14 District will identify a primary Medicaid contact for Relay for high level communication;
- f. DCS.15 District will communicate changes in district Administration to Relay in a timely manner;
- g. DCS.16 District will ensure they are complying with all areas of participation in the School Services Program including active participation in:

1. Collection of outstanding Parental Consent; District will have 85% of completed paperwork by October 1 of each school year turned in to Relay

2. Compliance with State and Federal Regulations, statutes, and documentation retention requirements applicable to the Student Support Services Program;

3. Maintain HIPAA compliance when communicating with Relay staff (email, Basecamp, etc.);

4. Complete required program reporting in a timely manner by the schedules/deadlines provided by Relay.



SCHEDULE C

The District agrees to pay RELAYHUB, LLC. for the DCS at an annual rate of \$9,500.

Relay Pricing	Year 1- Year 3
Subscription Fee	\$9,500 annually
Medicaid documentation, claiming	
solution including monthly reporting.	
Customization not included in contract	
proposal. All additional customization	
requests are done thru a change request order	
based on a need's assessment. All	
customization requests will be reviewed with	
our developers and additional pricing may	
apply @ \$185 per hour.	TBD

All state mandated changes are configured at no charge to Ogden Prep throughout the contract agreement.



SCHEDULE D

BUSINESS ASSOCIATE AGREEMENT

RELAYHUB, LLC. (Hereinafter referred to as "Relay") 400 Metacom Avenue Suite 507, Bristol, RI 02809

Ogden Preparatory Academy (Hereinafter referred to as "District") 1415 Lincoln Avenue Ogden, UT 84404

This Business Associate Agreement is hereby entered into by and between Relay and Customer, as of the date executed by Customer and recorded on the signature page below ("Effective Date").

This Business Associate Agreement ("BAA") supplements and amends the Service Agreement for School-Based Medicaid Billing, entered into by and between Relay and Customer, dated July 1, 2025, (hereinafter "Services Agreement") under which Relay is providing certain Medicaid billing services ("Services") for Customer. This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Relay to Customer. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties' obligations hereunder, the terms and conditions of this BAA shall prevail.

Relay and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the "HIPAA Rules"), under which Customer is a "Covered Entity" or "Business Associate" and Relay is a "Business Associate" of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to Relay.

Definitions:

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. "Breach" shall have the same meaning as set forth in 45 CFR §164.402.
- b. "Business Associate" shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.



- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
- f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.
- g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
- h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.
- 2. Obligations and Activities of Business Associate.
 - a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
 - b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
 - c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.
 - d. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific PHI which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
 - e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.
 - f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such PHI in accordance with the terms and conditions



of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.

- g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
- h. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.
- i. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.
- j. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).
- k. Business Associate agrees to make its internal practices, books, and records available to the Secretary of Health and Human Services ("Secretary") for purposes of determining compliance with the HIPAA Rules.
- 3. Permitted Uses and Disclosures by Business Associate.
 - a. Business Associate may only Use or Disclose PHI as necessary to perform Services for, or on behalf of Customer pursuant to the Services Agreement.
 - b. Business Associate may Use or Disclose PHI as required by law.
 - c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.
 - d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.
 - e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4. Obligations of Customer.



- a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.
- **5.** Term and Termination.
 - a. <u>Term.</u> The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
 - b. <u>Termination for Cause.</u> Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
 - c. <u>Effect of Termination.</u>
 - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.
- **6.** Miscellaneous.



- a. Indemnification. Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA ("Claim"). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer's violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Customer, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate's option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate's right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Customer's sole and exclusive remedy and Relay's sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.
- b. <u>Injunctive Relief</u>. Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.
- c. <u>Regulatory References.</u> A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.
- d. <u>Amendment.</u> The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days' written notice to the other party.
- e. <u>Survival.</u> The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.
- f. <u>No Third Party Beneficiaries.</u> Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. <u>Independent Contractor</u>. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the Services, other than



through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.

- h. <u>Counterparts and Electronic Signatures</u>. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.
- i. <u>Precedence; Entire Agreement</u>. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

RELAYHUB, LLC.

Ogden Preparatory Academy

By:	By:	
(Signature	2)	(Signature)
Name:	Nai	me:
Title:	Titl	e:
Date:	Dat	e:



SCHEDULE E

Please complete contact information for submission of invoices

Electronic Invoicing Information Sheet						
FOR ELECT	FOR ELECTRONIC INVOICING					
Name:						
School District: Ogden Preparatory Acad	emy					
Phone:						
Email:						
Address:						
City:	State:	Zip Code:				
Special Instructions/PO#						

School Based Medicaid Management Agreement Between Ogden Preparatory Academy and Relay

Coversheet

Administrative Board Report

Section: Item: Purpose: Submitted by: Related Material: III. Administrative Business A. Administrative Board Report Discuss

Administrative Board Report March 2025.pdf

ADMINISTRATIVE BOARD REPORT



OGDEN PREPARATORY A C A D E M Y

Early Childhood Center

Kinder Fieldtrip to the Treehouse Museum

March 2025

- PTC-helpful academic handouts.
- Inaugural Numeracy Night!

We had a tragedy at the ECC. An employee lost her son, one of our nursery babies.











March 2025

ADMINISTRATIVE BOARD REPORT



OGDEN PREPARATORY A C A D E M Y

ATTENDANCE COMPETITION

Elementary Updates

Attendance Updates

- February chronic absences up 4% from last year.
- March Madness
 - Class attendance tournament
- Literacy Nights
 - April 10: 1st Grade
- Elementary Schedule FY26
 - Elements lacking in current schedule
 - Required 120 minute ELA block
 - Required 60-75 minute Math block (varies by grade)
 - English language support for influx of New Comers
 - Coordination time for GenEd and SpEd teachers
 - Balanced classrooms for upper grades (SWD, ML, BH, etc.)
 - Specified time for teacher's to perform progress monitoring
 - English language support for ML students in Intensive Spanish
 - New Schedule
 - Sufficient time for ELA and Math, as recommended by the State
 - Protected time primarily in the morning
 - New Spanish instruction schedule
 - All students will receive 40 minutes of Spanish instruction twice a week (currently 30 minutes 2/week)
 - Increased coordination time for Spanish teachers to improve language acquisition program
 - Remove intensive Spanish in grades 5-6
 - 2 Specials classes per semester, increased from 30 minutes to 40 minutes
 - Designated time for
 - New Comers to get specific EL services
 - GenEd and SpEd to collaborate
 - Teachers to progress monitor students

Powered by Board On Track

March 2025

ADMINISTRATIVE BOARD REPORT



OGDEN PREPARATORY A C A D E M Y

Junior High

- Champion Teachers: Ms. Blakely (Math) and Ms. Rebekah (Para)
- Science Fair was a success. This year, in addition to Honors students participating, we required all 8th graders to participate. Their process was supported through homeroom lessons and integrated into their personal education plan (PEP).
- We had our first Math & Science Family night which included science fair awards and interactive math games.











March 2025

ADMINISTRATIVE BOARD REPORT



OGDEN PREPARATORY A C A D E M Y

Teaching & Learning

Assessment Updates

- EOY Summative Testing Starts April 21st
- AAPPL Testing Spanish Test Grades 3-9
 - For our 9th graders this test can show proficiency of a language, which will contribute to earning the seal of biliteracy.

Seal of Biliteracy:

It's an award given by a school, school district, or state to recognize students who have studied and attained proficiency in two or more languages by high school graduation.

ESL Endorsement Update

Our first cohort of teachers are finishing up finalizing work for their ESL Endorsement, and will be applying in the next couple of weeks. That will add 11 licensed teachers with an ESL endorsement to OPA!





Ogden Preparatory Academy - OPA Board of Directors Meeting - Agenda - Thursday March 20, 2025 at 4:30 PM



ACADEMY

ADMINISTRATIVE BOARD REPORT

March 2025

Family Engagement













Jr High Science Fair & Math Night



22 parents graduate from Parent Workshop series in Spanish ...more to come!





Parent guidelines and milestones handed out at conferences







ADMINISTRATIVE BOARD REPORT

Operations

• Re-enrollment/Enrollment FY26

	Grade:	РК	к	1	2	3	4	5	6	7	8	9	Total
Future		15	71	108	90	105	88	94	100	115	82	90	958

March 2025

- IRS rebate funds and B-10 Capital.
 - We have received part of the rebate from the IRS; however, our claim was partially denied, and we are currently in the process of appealing the decision. B-10 Capital, the firm hired to manage our submission, is also handling the appeal on our behalf. Their fee is contingent on the funds we ultimately receive. Since we are uncertain whether we will be able to retain the funds, we have not yet paid their fee. They are now requesting a payment, which will be refunded if the rebate is reversed. This payment would be recorded as a pre-paid expense, and we will not recognize it as an expense until the revenue is confirmed.
 - B-10 Capital has had a strong track record with IRS appeals, particularly when working in collaboration with the law firm H&K. They are willing to reduce their fee by the amount charged by H&K; however, we would need to pay H&K's fees upfront, and this would be recognized as an expense. The attorney's rate is \$1,000/hour, and they anticipate the case taking less than 13 hours attorney time. We are waiting on a ruling for another Utah school which should come out next week, and then we will know how to proceed.
- CSI (School Improvement). Catapult Learning
 - It was a pleasure collaborating with the visiting team. On the final day of their visit, the School Improvement Committee convened and developed two primary goals—one focused on Math and the other on ELA. The administrative team has since been working on the strategies and action steps necessary to support these goals. Additionally, we are in the process of drafting a goal related to school culture.
 - As we continue to develop the plan, we will work closely with our staff to finalize it. The plan will cover the next three years, ensuring a clear direction for ongoing improvement.
- CRDC Data has been submitted for FY24. Really and truly.
- FY26 School Land Trust Plan has been submitted and certified.

PTIF (Public Treasurer's Interest Fund)

February 2025

Beginning Balance:	\$6,311,977.45
Transfer:	\$0.00
Interest:	\$21,914.47
Ending Balance:	\$6,333,891.92



ADMINISTRATIVE BOARD REPORT

March 2025

Safety

- State requirements
 - Glazing on windows
 - Exterior windows surrounding only the immediate entryways and only interior windows of a classroom entrance or instructional area
 - One time funding was designated this Legislative session. It is unknown what "immediate" means, and how much funding will be provided
 - Deadline to install
 - Exterior: 2035
 - Interior: 2040
 - Video Surveillance of entrances
 - Limited building entrance points
 - Bleed kits and first aid kits in all classrooms
 - Wearable panic devices for all classrooms
 - Cameras covering all entrances, campus grounds, and parking lots
 - Fencing around all playgrounds
 - Internal classroom door locks
 - School Guardian(s) and supporting equipment
 - Adequate PA system
 - Radio communication within buildings
 - Specific staffing and training requirements for safety related positions

The State Safety Commissioner, in conjunction with USBE and other State agencies, has been tasked with providing additional information and definitions of terms. The State Safety Commission has decided to provide the bleed kits, first aid kits, and the panic devices.

The State Safety Commission has decided to fund the exterior cameras and some of the Guardian equipment.

Ogden P arch 20, 2025 at 4:30 PM



OGDEN PREPARATORY ACADEMY

ADMINISTRATIVE **BOARD REPORT**

February 2025

Data

Enrollment

Grade	PreK	K	1	2	3	4	5	6	7	8	9	All
FY25 Mar	44	106	95	101	88	93	98	106	88	97	90	1006
FY24 Mar	40	97	101	95	98	101	105	90	107	102	93	1029
October 1	38	98	101	95	99	106	111	93	109	106	99	1055

Waitlist- 2025-2026

	OGDEN PREPARATORY ACADEMY								
Grade	1	A	GWL	SWL	TWL	FWL			
PS	1	22	1	0	0	0			
к	4	99	2	2	0	0			
1	4	4	2	2	0	0			
2	0	9	0	0	0	0			
3	0	6	0	0	0	0			
4	0	11	0	0	0	0			
5	0	11	0	0	0	0			
6	0	11	0	0	0	0			
7	1	32	1	0	0	0			
8	0	8	0	0	0	0			
9	0	10	0	0	0	0			
Totals:	10	223	6	4	0	0			

Waitlist- 2024-2025

	OGDEN PREPARATORY ACADEMY									
Grade	1	A	GWL	SWL	TWL	FWL				
PS	1	44	0	1	0	0				
к	2	131	2	0	0	0				
1	0	50	0	0	0	0				
2	0	39	0	0	0	0				
3	0	30	0	0	0	0				
4	0	41	0	0	0	0				
5	1	35	1	0	0	0				
6	9	31	3	6	0	0				
7	7	45	6	1	0	0				
8	3	34	2	1	0	0				
9	2	32	2	0	0	0				
Totals:	25	512	16	9	0	0				

Trends

	2020	2021	2022	2023	2024
October 1	1061	1039	1037	1023	1017
End of year	1032	994	1014	992	968
Difference EOY-BOY	-29	-45	-23	-31	-49
Students withdrawn over the year	77	94	78	100	109
Grades with biggest losses:	K; 5; 7	K; 2; 3; 5; 6	8;9	5;7;8;9	K;3;5;6;7;8;9

Teacher Retention		Student Retention		Annual Withdrawals		Year 🗸	Attendance Percentage
2018	83.00%	2019	87.74%	2017	76	FY18	95.169
2019	87.00%	2020	86.80%	2018	70		
2020	90.00%	2020		2019	58	FY19	95.19%
2021	87.14%		91.21%	2020	77	FY20	94.89%
2022	89.47%	2022	89.13%	2021	94	FY21	94.99%
2023	85.54%	2023	92.79%	2022	78	FY22	88.82%
2024	84.21%	2024	96.33%	2023	100	FY23	88.84%
2025	83.54%	2025	96.59%	2020	109	FY24	
Powered by BoardOnTrack							90.22%

Coversheet

FY26 Calendar and Hours and Days

Section:III. AdminisItem:B. FY26 CaPurpose:VoteSubmitted by:FY26_OPARelated Material:FY26_OPA

III. Administrative BusinessB. FY26 Calendar and Hours and DaysVote

FY26_OPA_School_Calendar.pdf OPA School Year Days and Hours Calculations - 2025-2026.pdf



Wednesdays of each week are minimum days for students with Professional Development sessions for teachers, unless otherwise noted.

Ogden Preparatory Academy

2025-2026 Calculations for Days and Hours

Type of Day	Schedule	Number of days	Hours/ Day*	Total Hours/ Day Type
Regular Day	8:05 am - 3:00 pm	130	6.4	834.17
Minimum Day	8:05 am - 12:45 pm	41	4.2	170.83
Remote Learning Day	Counted as min. day	3	4.2	12.60
Parent Teacher Conference	Counted as min. day	2	4.2	8.33
Professional Development**	Counted as regular day	4	6.4	25.67
Total:		180		1051.60
Required:		180		990

* Hours/day does not include time at lunch.

** 4 days are counted as school days; however, 6 days are included in the schedule.

Coversheet

Policy Updates

Section: Item: Purpose: Submitted by: Related Material: IV. Policy Updates A. Policy Updates Vote

6.31.POL_OPA_Benefits_Handbook_-_Google_Docs.pdf 7.14.POL Enrollment and Lottery Policy - Google Docs.pdf


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Contacts

Accounting/Payroll and Benefits Questions

Executive Director & Human Resources Director Debbie Deem <u>ddeem@ogdenprep.org</u> Ext. 3210

Payroll Clerk: <u>Tina@redapplefinance.com</u>

HR Secretary Beckie Reisen <u>breisen@ogdenprep.org</u> Ext. 3206

Health Insurance/HRA Insurance Agent

(For technical questions or coverage advocacy)

Keyes Benefits

Contact:	Jeff Bryant
Address:	5075 S 1500 W
	Riverdale, UT 84405
Phone:	801.392.5752
Email:	jeff@Jeffreyhbryant.com

401K

Able and Strong Advisors

Help Desk: 888-700-0808



Payroll

Salaries

- Salary amounts are calculated and disbursed according to the schedule in the employee agreement.
- Salary amount is disbursed in 1/24th increments prorated over the full 12 months of the year.
- Employees who are not returning and who have completed a full school year of service, will receive the last paycheck according to the schedule in the employee agreement..
- ✤ If an employee leaves before the end of the school year, they will be paid on a prorated basis, based on the amount of school days worked (i.e. if an employee worked 80 out of the 180 days the employee will receive a gross sum of 80/180 = 44% of their annual salary).

Pay Periods

- Pay periods are semi-monthly: the first of the month through the 15th, and the 16th through the end of the month.
- Employees will be paid on the 5th and 20th of each month following the respective pay period.
- Holidays & Weekends If the 5th or 20th falls on a holiday or weekend, direct deposit amounts will be available on the day before the holiday or weekend. If the employee does not have direct deposit, their paycheck will be placed in their employee box as soon as needed signatures may be obtained.
- Direct Deposit is encouraged. To obtain or change direct deposit, submit a voided check or bank provided form to the HR office (Deposit slips and other banking items sometimes have different routing numbers and may not work).

Personal Leave

Personal Time Off (PTO)

- Personal Time off is managed in hours.
- Only Salaried employees are allocated PTO.

Salaried Employees

- Accrued monthly, August through May at a rate of the average daily hours per month. Full-time, salaried employees receive a total of 80 hours of personal leave (8 hours per school calendar month) each school year. Part-time, salaried employees receive a prorated amount based on their full time equivalent (FTE).
- ✤ Unused personal time off
 - ➤ 40 hours of unused, accrued, personal time off shall be rolled over from year-to-year (or an amount equivalent to ½ the total amount accrued in 1 year.)
 - If an employee anticipates the need for additional time off in an upcoming year,



they may request additional PTO hours be rolled forward with the following conditions:

- Receive administrative approval,
- Anticipated leave qualifies under FMLA,
- Additional rolled leave shall be used only for the anticipated event. Any additional rolled leave shall be paid out at \$10 per hour.
- Additional unused hours will be paid out at the set payout rate of \$10 per hour.
- ➤ If an employee leaves before the end of the school year,
 - The amount of personal time off will be prorated based on months, or any partial months, worked. (Example: if a full-time employee works August 15 to October 10, they will receive 24 hours personal time off.)
 - Any unused personal time off shall be forfeited. Personal leave may not be used to extend the last day of work.
- PTO Overage:
 - The employee's calculated hourly rate of pay shall be deducted from the employee's paycheck for each hour of leave overage. Hourly rate of pay, for salaried employees, shall be calculated using the following formula: Salary/Agreement hours. (Full-time employees work 1440 hours/year; hours worked shall be prorated based on FTE.).
 - > Overage deductions shall be withheld in full immediately following the requested leave.
 - Overage deductions due to FMLA leave may be distributed through multiple paychecks not to exceed the end of the current agreement.

Bereavement

- In the event of a death of a member of an employee's or an employee's spouse's family, including miscarriage or stillbirth, an employee may be excused, without a PTO deduction, for up to the following days as needed for travel and funeral arrangements:
 - 1. Five days for a member of the immediate family.
 - 2. Four days for parents or step-parents.
 - 3. Three days for siblings, in-laws or grandchild.
 - 4. Two days for grandparent or siblings in-law.
 - 5. One day for Uncle, Aunt, Cousin, Niece or Nephew.
- Bereavement days shall be consecutive and in conjunction with services. Additional days may be added if travel necessitates additional time. Upon written request, the Principal may approve additional leave for extenuating circumstances.
- Bereavement leave is intended to be used for making arrangements for and attending funeral services and emergency-type business transactions related to the death.

Misuse of PTO

 Misuse of PTO shall result in corrective action, which will include forfeiture of salary during the time of misuse and paying the full cost of the substitute. Repeated misuse shall be cause for

> 4 Established: April 21, 2016 Last Revised: June, 2024



dismissal.

Any employee absent for more than 5 consecutive school days or requiring extended absences may be required to provide administration with a physician's note detailing reason and duration of absence.

"PTO" Payout for Part Time Employees

- In order to be eligible for a payout, all of the following must be true:
 - > Actively employed at time of payout
 - > Employment start date at least 2 months prior to payout
- Payouts:
 - ➤ Mid-Year Payout, January 5: ½ average weekly hours
 - End-of-Year Payout, June 5: ½ average weekly hours
- ✤ Bereavement:
 - Hourly employees may be granted time off associated with bereavement; however, it is not paid time off.

Eligibility

- Full-Time Employee: For benefit eligibility purposes, a full-time employee is an employee scheduled to work a minimum of 30 hours/week per their employment agreement and job description.
- Full-time employees employed by Ogden Preparatory Academy shall be eligible for benefits on the 1st of the month immediately after the employee's start date. (Example: a full-time employee who starts working on October 14th, shall be eligible for benefits on or after November 1.)

Eligible Employee Benefits

Health Insurance and Health Waiver

Health Insurance

- Ogden Preparatory Academy will contribute to an employee's medical policy premiums according to the following schedule for any employee eligible for benefits and electing to enroll in the insurance offered by the school.
 - > Single 100% of the employee only rate for the least expensive plan offered.



- ➤ Employee and Children only \$700/per month.
- ➤ Employee and Spouse \$700/per month.
- ➤ Family \$950/per month.

Health Insurance Waiver

- Eligible employees: Only employees receiving the Health Insurance Waiver prior to June 2023 without any interruption in receipt after June 2023 are eligible for the Waiver.
- Health Waiver Stipend may be a \$250 monthly waiver stipend, not to exceed \$3,000 annually.
- ♦ Waiver stipends shall be paid out in conjunction with scheduled paychecks.

Retirement Plan (401k)

Ogden Preparatory Academy offers a self-directed 401k matching plan to all eligible employees. Any part-time employee may contribute to their 401k without a match from the school.

Employer Contributions

- Self-directed Ogden Preparatory Academy has contracted with a financial consultant to set up and manage a 401k for the school's employees.
- Ogden Preparatory Academy will match an employee contribution up to an amount equal to 3%, 4% or 6% of a full-time employee's base salary to the employee's 401k plan out of the school's funds.
 - > 3% for the first 2 years of full-time OPA employment
 - > 4% for the 3rd and 4th years of full-time OPA employment
 - ➢ 6% for OPA employment beyond 4 years
- For the purposes of the 401K, a year is defined as full-time employment for a minimum of 138 school days of the current year. Partial years (fewer than 138 school days) will not be combined over separate years to form full years.
- Eligible match increases will take effect at the beginning of the employee's new agreement following the completion of 2 full years employment, or the equivalent thereof.
- 2 years of part-time OPA employment shall be equivalent to 1 year of full-time employment. Years counted shall be truncated to the nearest whole number of employed years. (ex. A full-time employee who was previously working for 5 part-time years, shall be counted as having 2 (5/2 = 2.5, truncates to 2) years full-time employment for the purposes of 401K matching funds.)
- ✤ Vesting Schedule
 - All funds contributed or matched are fully vested (owned by the employee) at the time of contribution (immediately).
- All funds contributed by the school are in the form of a *traditional 401k* (i.e. funds used at retirement are taxable).
- All matching percentages are reviewed by the Ogden Preparatory Academy Board of Directors annually, and are subject to change due to budget constraints.



Employee Contributions

- Employees can contribute to their retirement accounts in a traditional 401k or in a Roth 401k.
 - Traditional 401k contributions are withheld pre-tax (i.e. lowers income and tax liability for the current year). Funds used at retirement are taxable at the current tax rate.
 - Traditional 401k is recommended for individuals who are planning on retiring and having a low taxable income at the point when they would be drawing down their retirement. -Traditional saves money now
 - Roth 401k contributions are withheld after-tax (i.e. the employee pays the tax now). Funds (principal and interest) used at retirement are not taxed.
 - *Roth 401k* is Recommended for individuals who are planning on having higher taxable income when they draw down their retirement. Also, taxes usually increase over time, so this option would lock in the amount of tax one would pay on future income. *-Roth saves money at retirement*

Dental and Vision

Dental and vision plans are available to all eligible employees. All premiums are paid by the employee through paycheck deductions.

Premiums are paid through a pop plan that will save tax dollars (i.e. lower one's income for tax calculations).

Life Insurance

Life insurance is provided to all eligible employees free of cost to employees.

- Benefits include:
 - > \$50,000 of life insurance
 - > \$5,000 to \$50,000 of accidental death or dismemberment depending on the situation
 - > \$2,000 of dependent life insurance for spouse or dependants
- Voluntary Life is also available; additional costs shall be paid by the employee for any additional elections for the employee and/or family members.

Supplemental Insurances



Employees may elect to have voluntary life insurance premiums deducted from their paycheck pre-tax. Employees may elect to use supplemental insurances as available; however, premiums will not be pre-tax.

FMLA (Family Medical Leave Act)

- Ogden Preparatory Academy participates in FMLA which secures the right of employees to take up to 12 weeks of unpaid time off and have their job held for them.
 - An employee cannot take more than 12 consecutive weeks off. Any paid time off used shall be included in the 12 week period.
 - Ogden Preparatory Academy will continue to pay for benefits according to the employee's benefit option without seeking reimbursement.
 - > Employee shall determine how personal time off shall be used while on leave.
 - Employee will be charged for any time used after personal leave is expended according to the school's Personal Leave procedures as outlined in this document.
- To qualify for FMLA, an employee, or an immediate family member, must be experiencing a "serious health condition" which prevents the employee from performing assigned responsibilities.
- FMLA personal time off must be authorized by school administration.
- See the Ogden Preparatory Academy FMLA policy for additional information.

Termination

Any and All benefit payments will cease on the termination date. Benefit dollars shall not be prorated upon termination.

Any insurance benefits will terminate at the end of the month of employment termination.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

Ogden Preparatory Academy participates in COBRA. COBRA provides a way for departing employees to keep their health insurance benefits until they have a chance to secure new health insurance. Terminated employees can elect to have COBRA coverage for up to 18 months after leaving the school by applying and then paying the exact amount the school is billed for the employee's health insurance premium.

Daycare



- Ogden Preparatory Academy offers a daycare through the Ogden Preparatory Academy Early Childhood Center for OPA Employees' children.
- Ogden Preparatory Academy will cover 50% of the employee portion of the daycare fee(s) after the employee has applied for DWS subsidies.
- For purposes of the daycare, an OPA employee's child may include the following:
 - > Employee's natural, adopted, or fostered children.
 - > Employee's natural, adopted, or fostered grandchildren.

After School Care

Ogden Preparatory Academy offers an after school care program through the Ogden Preparatory Academy Early Childhood Center. Ogden Preparatory Academy employees may enroll their children in the after school care program during regular work hours at no charge.



PURPOSE

To provide guidelines on appropriate procedures for the enrollment and lottery process.

POLICY

In regards to applications, enrollment, and lottery procedures, Ogden Preparatory Academy (OPA) will follow all state and federal laws.

The lottery shall be administered using preferences as set forth in the Ogden Preparatory Academy Exhibit A and Bylaws. All new students shall be processed through the lottery.

LOTTERY AND ENROLLMENT TIMELINES

Once the initial lottery and registration process has occurred for a school year, the lottery will continue to be run as needed to fill available seats.

During the second semester of each academic year, enrollment for new 9th grade students will be limited. Only students belonging to groups with prioritized enrollment as set forth in the Ogden Preparatory Academy Exhibit A and Bylaws will be accepted as 9th graders during the second semester.

Students enrolling after September 1 of each year shall provide attendance and discipline records prior to starting school.

KINDERGARTEN

- OPA provides full-day Kindergarten for students who are at least age 5 by September 1 of the enrolling school year.
 - Parents and/or guardians of kindergarten students who enroll shall have the option of a half-day schedule.

- In accordance with Utah Law, OPA will offer a half-day Kindergarten class given an adequate number of half-day selections.
- Toilet Training
 - "Toilet trained" means that a student can
 - communicate the need to use the bathroom to an adult;
 - sit down on a toilet independently;
 - use the toilet without assistance;
 - undress and dress as necessary; and
 - tend to personal hygienic needs after toileting.
 - If an accident occurs a "toilet trained" child can independently tend to hygienic needs and change clothes.
 - A student is not "toilet trained" if the student has accidents in excess of 2 times/week.
 - Parents shall submit assurances during enrollment that the student is or will be toilet trained prior to starting school.
- Enrolling students who are not Toilet Trained.
 - Documented Disability:
 - A student who is not toilet trained may enroll if the student's developmental delay results from a condition addressed by an IEP or Section 504 plan.
 - Prior to the start of the school year, the IEP or 504 team shall meet and ensure appropriate supports are in place, and amend the plan as necessary.
 - No Documented Disability or Suspected Disability
 - Until the child is toilet trained, or there is supporting documentation for an IEP or 504 plan, the parent or parent designee shall keep the student at home.
 - OPA will provide parents and guardians with support through the school counselors and social workers.
 - OPA will provide Special Education evaluation if deemed necessary.
 - Once a student is toilet trained, the student may return to class per normal.
 - Retention shall be explored for students who miss in excess of 90 school days.

SAFE SCHOOL DISCLOSURES

- When a child is chosen through the lottery process, parents are responsible for giving OPA any and all safe school records in order for the child to attend OPA. This includes information about any leveraged or pending disciplinary considerations for the incoming student.
- Any misrepresentation or lack of information on the Safe School Disclosure Form included in the registration packet will result in loss of school membership until such time the child re-enters the lottery process with full disclosure.

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CONSIDERATIONS FOR ENROLLMENT

CAPACITY

• Applicants will be drawn from the lottery in accordance with the capacity of each grade level.

BEHAVIOR AND ATTENDANCE

Prior to enrollment, OPA may review student behavior and attendance records.

- Pending Disciplinary Action(s)
 - If a student is accepted through the lottery who has engaged in a safe school violation and is facing a disciplinary proceeding that could potentially result in expulsion, enrollment will be delayed until the student completes the disciplinary proceeding at the previous school.
 - If the student un-enrolls in the previous school before the disciplinary proceeding is complete, they must re-enroll with the previous school and complete the proceedings before acceptance will be considered.
- OPA Policy Violation History (Utah Code Ann. §-53G-6-403)
 - OPA may deny enrollment of students who:
 - have committed serious infractions of the law or OPA school policies; or
 - have been guilty of chronic misbehavior which would, if it were to continue after the student was admitted:
 - endanger persons or property;
 - cause serious disruptions in the school; or
 - place unreasonable burdens on school staff.
- Provisional Enrollment
 - OPA may require a behavior and/or attendance contract for a student with prior behavior and/or attendance issuesproblems.
 - Behavior and attendance contracts shall establish conditions for beginning and continued enrollment.
 - Failure to comply with the conditions of an established contract shall be grounds for immediate withdrawal from OPA.

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

As articulated in OPA's Safe School Policy and Utah Code 53G-8-205(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.

APPEAL OF ENROLLMENT DENIAL

Denial of enrollment may be appealed to the OPA Board of Directors. The decision of the OPA Board of Directors shall be final. Appeals may be made in writing to board@ogdenprep.org.

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Document History

Approved: 02/18/2009	
Revised:	Added preferences language.
Revised:	Added language specific to Exhibit A.
Revised: 1/26/2024	Updated 9th grade mid-year enrollment deadlines
Revised: 5/15/2024	Added safe school violation stipulations and Kindergarten section,
Revised: -/-/	Added appeal, capacity, policy violations, and provisional enrollment

Legal References

Utah Code Ann.C.A. §53G-8-205(3)A-11-904(3) Utah Administrator Rules R277-631 Utah Code Ann.§-53G-6-402 and 403

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