Learning through the Arts

POLICIES & PROCEDURES MANUAL

The purpose of Syracuse Arts Academy is to develop respectful, confident citizens in a solid educational environment enriched by artistic expression.

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Syracuse Arts Academy
Administration of Medication Policy

PURPOSE

The purpose of this policy is to authorize personnel of Syracuse Arts Academy (the "School") to administer medication to students consistent with applicable law.

The School's Board of Directors (the "Board") acknowledges that medication should typically be administered by a student or the student's parent or guardian. However, the Board recognizes that situations may arise where the health of a student may require administration of medication during the course of a school day by School personnel.

As long as authorized personnel act in a prudent and responsible manner, Utah law provides that School personnel who provide assistance in substantial compliance with a student's licensed health care provider's written statement are not liable civilly or criminally for any adverse reaction suffered by the student as a result of taking the medication or discontinuing the administration of medication. The Board hopes that this policy will help ensure that School personnel act in a prudent and responsible manner in order to protect the health of students and the interests of School personnel.

The Board also desires to set forth policies regarding acceptable self-administration of medication by students.

POLICY

Administration of Medication by School Personnel

The School will comply with applicable state and federal laws, including but not limited to Utah Code Ann. § 53A-11-601, regarding the administration of medication to students by School personnel. Accordingly, pursuant to this policy, authorized School personnel may provide assistance in the administration of medication to students of the School during periods when the student is under the School's control.

Glucagon is an emergency diabetic medication used to raise blood sugar. The School will comply with the requirements of Utah Code Ann. § 53A-11-604 in the event the School receives a glucagon authorization request from the parent or guardian of a student.

The School will comply with the requirements of Utah Code Ann. §§ 26-41-101, et seq., regarding emergency injection for anaphylactic reactions, in the event any School personnel seeks to become a "qualified adult" under that provision.

The School will comply with the requirements of Utah Code Ann. § 53A-11-603.5 regarding the emergency administration of seizure rescue medications, in the event any School personnel seeks to become a "qualified adult" under that provision.

In accordance with Utah Code Ann. § 26-55-104, School personnel may administer an opiate antagonist when acting in good faith to an individual whom the person believes to be experiencing an opiate-related drug overdose.

The Lead Director will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how this will take place.

The Lead Director will consult with the local health department and/or a registered health care professional for assistance in developing procedures and training necessary for effective implementation of this policy. The School's Lead Director will ensure that School personnel and parents are provided with information about this policy as needed.

Self-Administration of Medication by Students

Students may possess and self-administer prescription medication at school in compliance with applicable law. The Lead Director will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how this will take place.

Students are not prohibited from possessing and self-administering one day's dosage of a non-prescription medication where the student's maturity level is such that he or she can reasonably be expected to properly administer the medication on his or her own.

Medical Recommendations by School Personnel

The Lead Director will ensure that appropriate School personnel receive training on the provisions of Utah Code Ann. § 53A-11-605 regarding medical recommendations by School employees.

Administration of Medication
Administrative Procedures

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

Administration of Medication by School Personnel

In order to ensure safe administration of medication to students, the procedures outlined here must be followed.

(1) The Lead Director will designate a reasonable number of School employees who will be responsible for administering medication to students in the School.

(2) The Lead Director will arrange for the Lead Director and all designated School employees to receive adequate training from a licensed health care professional prior to administering any medication. Training should include indications for the medication, means of administration, dosage, adverse reactions, contraindications, and side effects.

(3) The student's parent or guardian must complete the parent/guardian section of the Student Medication Form requesting that medication be administered to the student during regular school hours. Parents are responsible for updating the Student Medication Form as necessary.

(4) The student's health care provider must complete the Health Care Provider section of the Student Medication Form indicating the child's name, the name of the medication, the purpose of the medication, the means of administration, the dosage, the time schedule for administration, the anticipated number of days the medication needs to be given at school, and possible side effects. The practitioner must also affirm that giving the medication during school hours is medically necessary.

(5) A Student Medication Log must be maintained for any student who has medication administered at school, and all employees authorized to administer medication will be notified regarding each student to whom they are authorized to administer medication.

(6) Each time medication is given, the person who gave it must document the administration in ink on the Student Medication Log. If the medication is not administered as scheduled, a notation must be made on the Student Medication Log as to why the medication was not given, and the student's parent or guardian must be notified.

(7) The Student Medication Form and Student Medication Log will be retained in the student's records.

(8) Teachers of the student receiving medication during school hours will be notified.

(9) Medication (other than that carried by a student) must be delivered to the School by the student's parent or guardian or designated adult.

(10) Medication should be delivered to the School in a container properly labeled by a pharmacy, manufacturer or health care provider. Labeling must include the student's name, the name of the prescribing practitioner, date the prescription was filled, name and phone number of the dispensing pharmacy, name of the medication, dose, frequency of administration, and the expiration date.

(11) Medication must be stored in a secure, locked cabinet or container in a cool, dry place, except that:

a. medications that require refrigeration must be stored appropriately;

b. insulin or emergency medications such as EpiPens, Twinject Auto-Injectors, asthma inhalers and glucagon must not be stored in a locked area so that they are available when needed.

(12) Authorization for administration of medication by School personnel may be withdrawn by the School at any time following written or verbal notice to the student's parent or guardian, as long as this action does not conflict with federal laws such as IDEA and/or section 504 of the Rehabilitation Act. The Lead Director may withdraw authorization for administration of medication in cases of noncompliance or lack of cooperation by parents or students unless the student's right to receive medication at school is protected by laws such as IDEA or section 504.

Self-Administration of Medication by Students

Students may possess and self-administer prescription medication if:

(1) The student's parent or guardian signs a statement:

a. Authorizing the student to self-administer the medication; and

b. Acknowledging that the student is responsible for, and capable of, self-administering the medication; and

(2) The student's health care provider provides a written statement that:

a. It is medically appropriate for the student to self-administer the medication and be in possession of the medication at all times; and

b. The name of the medication prescribed for the student's use.

The School will provide an acceptable form for parents to request that their student be allowed to possess and self-administer prescription medication.

Application of Sunscreen

Students may possess and self-apply sunscreen without a parent or physician's authorization.

If a student is unable to self-apply sunscreen, a school employee may apply the sunscreen on the student if the student's parent or legal guardian has provided written consent.

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Syracuse Arts Academy
Animals in School Policy

PURPOSE

The purpose of this policy is to promote the safety for faculty and students when animals are brought into the school and to provide guidance about which animals pose a public health threat in a school setting.

Animals Prohibited From School

Utah law provides that dogs, cats, or other animals shall not be allowed on school property. However, (a) service animals, when they are providing service or conducting work specific to their training, and (b) animals used for instructional purposes may be allowed in school if adequately controlled. In determining what animals may be allowed in school for instructional purposes, the following guidelines are established.

Pursuant to Utah law, spiders, venomous and poisonous insects, snakes, reptiles and lizards, and other dangerous or otherwise harmful animals are prohibited from classrooms.

Guidelines for Allowing Animals in School for Instructional Purposes

Any animal that is allowed in the school or on school grounds must be clean and healthy so that the risk of their transmitting disease to students and teachers is minimal. Any instruction involving animals should also be used to re-emphasize proper hygiene and hand washing recommendations.

No animals should be allowed in food preparation areas at any time. Food handlers should not be responsible for clean-up of animal wastes, and cages and tanks should not be cleaned in food handling areas.

Animal cages or tanks should be cleaned thoroughly on a regular basis. Students should not be allowed to handle or clean up any form of animal waste (feces, urine, blood, etc.) and wastes should be disposed of in a plastic bag or container with a lid. Anyone who cleans a cage or tank should wash his or her hands immediately after completing the task.

Children with allergies or those with immune deficiencies may be especially susceptible to allergic reactions and diseases transmitted by animals; therefore, special precautions must be taken to minimize risks to those students. Parents should be consulted about precautionary measures prior to exposing such children to animals.

Any fur-bearing animal is susceptible to rabies, which is a very serious and potentially fatal disease. If an animal is infected, the disease can transmit it to students and staff. The risk in a school or other group setting is that a single wild animal or unvaccinated pet carrying rabies has the potential to expose a large number of children.

Wild Animals and Domestic Stray Animals—Wild animals pose a risk for transmitting rabies as well as other zoonotic diseases (disease which can be transmitted from animals to people) and, therefore, should not be allowed in school. Because of the high incidence of rabies in bats, raccoons, skunks, foxes and other wild carnivores, these animals, whether dead or alive, should not be brought to school.

Pet Dogs, Cats, Wolf-Hybrids, Ferrets and Farm Animals— These animals may pose a risk for transmitting rabies, as well as parasites, fleas, other diseases and injuries. Any pets brought to school for instructional purposes should have proof of current rabies vaccination. Animals must be secured and supervised in a manner appropriate to the size and strength of the animal. Only one such animal may be allowed on school grounds at any one time. Animals are not allowed in carpeted areas of the school.

Reptiles and Amphibians—Reptiles (iguanas, snakes, lizards and turtles) and amphibians (frogs, salamanders and toads) can spread salmonella to humans, resulting in diarrhea and fever. This disease can be life threatening in very young children, the elderly and people with weakened immune systems. These animals should not be handled by children, pregnant women or individuals with infants at home. Anyone handling a reptile or amphibian should wash his or her hands thoroughly, immediately following contact.

Bats—Bats pose a high risk for transmitting rabies. Bats are not allowed on school grounds.

Birds—Psittacosis a serious disease that infected birds can transmit to humans. Even birds that appear healthy can be carriers of this disease. Because of the risk of psittacosis, birds (especially parrots, parakeets, macaws, pigeons, doves, etc.) should not be handled by children and should never be allowed to fly free in the classroom.

Chicks and Ducks—Chicks and ducks can spread salmonella to humans. This disease can be life threatening in very young children, the elderly and people with weakened immune systems. These animals should not be handled by children, pregnant women or individuals with infants at home. Anyone handling chicks or ducks should wash their hands thoroughly, immediately following contact.

Guinea Pigs, Hamsters, Gerbils, Rabbits—Healthy guinea pigs, hamsters, gerbils and rabbits pose a limited health risk. However, even tame animals may react aggressively in strange situation; therefore, student contact with animals should always be closely supervised, and animals should not be allowed to run loose in the classroom.

Children should not be allowed to “kiss” these animals and should not be allowed to handle or clean up any form of animal waste or clean animal cages. Anyone handling such animals should wash their hands thoroughly immediately following contact.

Fish—Fish pose very limited health risk and may be allowed in the classroom. Disposable gloves should be worn when cleaning aquariums, and tank water should not be disposed of in sinks that are used for food preparation or drinking water.

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SAA Animals in School Policy
Board Approval Date: 6-15-11
Ratified Date: 2-13-14

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Syracuse Arts Academy
Arrest Reporting Policy

POLICY

The Board of Directors of the School recognizes the importance of receiving information regarding arrests of employees that are not licensed by the Utah State Office of Education in order to assist the School in adequately safeguarding the safety of students.

The Lead Director of the School will therefore establish administrative procedures that comply with the requirements of Utah Administrative Code R277-516-4.

The Board acknowledges the requirement that Board Members report arrests and convictions as set forth in R277-516-5.C.

SAA Arrest Reporting Policy
REVISION A
Board Approval Date: 10-08-15

Arrest Reporting
Administrative Procedures

These procedures are established in order to comply with the Arrest Reporting Policy adopted by the School's Board of Directors.

Required Reports

(a) Non-USOE-licensed employees of the School, (b) volunteers, (c) Board Members, and (d) any School employees who drive a motor vehicle as part of their employment responsibilities must report to the Principal information regarding the following matters:

- Convictions, including pleas in abeyance and diversion agreements;
- Any matters involving arrests for alleged sex offenses;
- Any matters involving arrests for alleged drug-related offenses;
- Any matters involving arrests for alleged alcohol-related offenses; and
- Any matters involving arrests for alleged offenses against the person under Title 76, Chapter 5 (i.e., assault, battery, etc.)

Timeline for Reports

Current employees of the School must provide the required reports to the Lead Director and Campus Principal within seven (7) days of receiving notification of this policy. Thereafter, employees of the School must submit required reports to the Lead Director and Campus Principal within seven (7) days of the event necessitating the report. New employees of the School must report this information prior to commencing work for the School.

Procedure for Review of Reports

The Lead Director and Campus Principal will review and investigate all reports received pursuant to the policy and determine whether any employment action is necessary to protect the safety of students.

The Lead Director and Campus Principal will maintain the confidentiality of the information submitted and only share such information with individuals who have a legitimate need to know. Information regarding the reports, the results of any investigation, the determination and any action taken will be maintained in a separate, confidential employment file. These records will only be kept as long as the Lead Director determines it is necessary to protect the safety of students.

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Required Action

Any individual who reports a matter involving alleged sex offenses or other alleged offenses which may endanger students shall be immediately suspended from all student supervision responsibilities during the period of investigation.

Any individual who reports a matter involving alcohol or drugs shall be immediately suspended from transporting students, operating motor vehicles on school business, or operating or maintaining school vehicles during the period of investigation.

Training

The Lead Director will ensure that individuals subject to this policy receive appropriate training regarding their arrest reporting obligations.

SAA Arrest Reporting
ADMIN Procedures
Last Updated: 8-26-15

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NON-PROFIT CORPORATION

ARTICLES OF INCORPORATION
of
Syracuse Arts Academy, Inc.

We, the undersigned natural persons over the age of eighteen (18), acting as incorporators, adopt the following Articles of Incorporation of Syracuse Arts Academy, Inc. (referred to as the "Corporation") under the Utah Non-Profit Corporation Act (referred to as the "Act"):

ARTICLE I
Name

The name of the Corporation is Syracuse Arts Academy.

ARTICLE II
Duration

The period of duration of this corporation shall be 99 years or less.

ARTICLE III
Purposes

The specific purposes, but not limited to, for which the Corporation has been formed are enumerated:

(a) This corporation is organized and operated exclusively for charitable and educational purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code.

(b) To act and operate exclusively as a non-profit corporation pursuant to the laws of the State of Utah, and to act and operate as a charitable organization in lessening the burdens of government, providing relief of the poor, distressed or under- privileged, and promoting social welfare by reducing unemployment through economic development.

(c) To engage in any and all activities and pursuits, and to support or assist such other organizations, as may be reasonably related to the foregoing and following purposes.

(d) To engage in any and all other lawful purposes, activities and pursuits, which are substantially similar to the foregoing and which are or may hereafter be authorized by Section 501(c)(3) of the Internal Revenue code and are consistent with those powers described in the Utah Nonprofit Corporation and Cooperation Association Act, as amended and supplemented.

(e) To solicit and receive contributions, purchase, own and sell real and personal property, to make contracts, to invest corporate funds, to spend corporate funds for corporate purposes, and to engage in any activity "in furtherance of, incidental to, or connected with any of the other purposes."

(f) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other persons, except that the

corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the corporation and to make payments an distributions in furtherance of the purposes set forth herein;

(g) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) of any political campaign on behalf of any candidate for public office. except as authorized under the Internal Revenue code of 1954, as amended;

(h) Employ an attorney, investment adviser, accountant, broker, tax specialist, or any other agent, and pay reasonable compensation for all services performed by any of them as a Corporation expense.

(i) Compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Corporation.

(j) Commence or defend any litigation in the corporate name with respect to the Corporation or any Corporation property, at the expense of the Corporation.

(k) Cease the Corporation's activities and terminate its existence by voluntary dissolution [if desired, add: and distribute assets on dissolution to members as provided by law, regardless of the provisions of Article 1396---6.02 Section A(3) or Article 1396---7.06 Section B(3) of the Revised Civil Statutes].

(l) Do all acts, take part in any proceedings, and exercise all rights and privileges as could an absolute owner of Corporation property, subject to the limitations expressly stated in these Articles of Incorporation. The enumeration of powers in these Articles of Incorporation shall not limit the general or implied powers of the Corporation or any additional powers provided by law.

ARTICLE IV
Member/Stock

The Corporation shall not have any class of members or stock.

ARTICLE V
By-Laws

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the By-Laws. (U.C.A. Section 16-6a-206).

ARTICLE VI
Directors

The number of directors of this corporation shall be three (3) or more than three, as fixed from time to time by the By-Laws of the Corporation. The number of directors constituting the present Board of Directors of the Corporation is three, and names and addresses of the persons who are to serve as directors until their successors are elected shall qualify are:

Chris Dallin
Andrea Larkin
Charlene Nelson [redacted]

ARTICLE VII
Incorporators

Chris Dallin
Andrea Larkin
Charlene Nelson [redacted]

ARTICLE VIII
Initial Registered Office and Agent

The street address of the initial registered office of the Corporation shall be:

Syracuse Arts Academy,
2893 W 1700 S,
Syracuse UT 84075,

by the Board of Trustees without amendment of these Articles of Incorporation. The Corporations initial registered agent at such address shall be:

Chris Dallin, CAO
Syracuse Arts Academy,
2893 W 1700 S,
Syracuse UT 84075

I hereby acknowledge and accept appointment as corporate registered agenda:

_____
Signature

ARTICLE IX
Principal Place of Business

The principal place of business of this Corporation is Syracuse Arts Academy, 2893 W 1700 S, Syracuse UT 84075. The business of this Corporation may be conducted in all counties of the State of Utah and in all states of the United States, and in all territories thereof, and in all foreign countries as the Board of Trustees shall determine.

Articles X
Distributions

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these Articles of lncorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 50l(c)(3) of the Internal Revenue Code, as amended and supplemented, or (b) by a corporation, contributors to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended and supplemented.

Articles XI
Dissolution

Upon the dissolution of the corporation, assets shall be distributed by the Utah State Office of Education within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or shall be distributed to the federal government or to a state or local government for the public purpose. Any such assets not so disposed of shall be disposed of by the district Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purpose.

In Witness Whereof, we Chris Dallin, Andrea Larkin, and ~~Charlene Nelson~~ David T. Hall have executed these Articles of lncorporation in duplicate this 1 day of January 2006 and say: That we are all incorporators herein, that we have read the above foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of our knowledge and belief excepting as to matters herein alleged upon information and belief

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Syracuse Arts Academy
Attendance Policy

PURPOSE

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

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

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

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

Review

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

SAA Attendance Policy
REVISION C
Board Approval Date: 8-05-21

Attendance
Administrative Procedures

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

Definitions

"Absence" or **"absent"** means the failure of a school-age child assigned to a class or class period to attend a class or class period. "Absence" or "absent" does not mean multiple tardies used to calculate an absence for the sake of a truancy.

"Valid excuse" or "**excused absence**" means an absence resulting from:

(a) an illness, which may be either mental or physical, regardless of whether the school-age child or parent provides documentation from a medical professional;
(b) mental or behavioral health of the school-age child;
(c) a death of a family member or close friend;
(d) a scheduled family event or a scheduled proactive visit to a health care provider in accordance with Section 53G-6-803(5);
(e) a family emergency;
(f) an approved School activity;
(g) a preapproved extended absence for a family activity or travel, consistent with School policy; or
(h) an absence permitted by an individualized education program or Section 504 accommodation plan.

The Campus Principal has the discretion to consider other absences as "valid excuses."

"Valid excuse" or "excused absence" does not mean a parent acknowledgement of an absence for a reason other than those described above.

"Habitual truant" means a school-age child who:

(1) is in grade 7 or above and at least 12 years old;
(2) is subject to the requirements of Section 53G-6-202; and
(3) (a) is truant at least ten times during one school year; or (b) fails to cooperate with efforts on the part of School authorities to resolve the school-age child's attendance problem as required under Section 53G-6-206.

"School-age child" means a minor who is at least six years old but younger than 18 years old and who is not emancipated.

"School day" means the portion of a day that school is in session in which a school-age child is required to be in school for purposes of receiving instruction.

"Truant" means a condition by which a school-age child, without a valid excuse, is absent for (a) at least half of the school day; or (b) if the school-age child is enrolled in a learner verified program, as that term is defined by the State Board of Education, the relevant amount of time under the School's Learner Validated Program Policy. A school-age child may not be considered truant under this policy more than one time during one day.

Attendance Requirements: Students are allowed a maximum of five (5) unexcused absences per year.

Excused Absences: An oral or written communication documenting a valid excuse must be received from the student's parents/guardian within one (1) business day of the absence in order for the absence to be excused. In the event of multiple consecutive absences, written communication must be received within one (1) business day of the student's return to school.

In the event of an unforeseeable illness or emergency, the School should be notified as soon as reasonably possible.

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

Medical Documentation: The School may not require documentation from a medical professional to substantiate a valid excuse that is a mental or physical illness.

Make-up Work: Make-up work is permitted for students who have excused absences. The teacher will provide the student or the parent/guardian with any make-up work upon request. Make-up work must be completed within a reasonable timeframe as determined by the teacher.

Tardiness: A student is tardy if he or she is not in the assigned classroom when the late bell rings. In general, tardiness will be handled on an individual basis with the teacher. If a student is chronically tardy, then the student may be referred to the administration. Elementary students are allowed five (5) tardies per quarter. Middle school students are allowed three (3) tardies per class each quarter.

Notification of Absences and Tardies: In the event a student is absent, parents/guardians will be notified by phone on the day of the absence. Parents and students are responsible for tracking the total number of absences and tardies. Parents will be notified when their student reaches the 4th unexcused absence of the year. Parents of elementary students will be notified when their child is tardy for the 4th time during a given quarter. Parents of Middle school students will be notified if their child is tardy for the 2nd time in a class for the given quarter. If the maximum limit for unexcused absences or tardiness is reached, the Campus Principal will attempt to schedule a meeting with the parents to review the situation and will outline the appropriate corrective action.

Grounds for an Appeal: Students who believe that all or part of their absences and/or tardies should be considered excused may provide a written request to the administrator to review their case.

Notice of Compulsory Education Violation

The School may issue a "notice of compulsory education violation" to a parent/guardian of a school-age child who is in grades 1 through 6 if the student is truant at least five (5) times during the school year.

This notice shall:

1. Direct the parent/guardian to meet with School authorities to discuss the student's attendance problem and cooperate with the Campus Principal and Lead Director to secure regular attendance by the student;
2. Designate the School authorities with whom the parent is required to meet;
3. State that it is a class B misdemeanor for the student's parent or guardian to intentionally or without good cause fail to meet with the designated School authorities to discuss the student's attendance problems, or fail to prevent the student from being truant an additional five (5) more times during the remainder of the school year; and
4. Be served on the parent/guardian by personal service or certified mail.

If School personnel have reason to believe that, after a notice of compulsory education violation is issued, the parent or guardian has failed to make a good faith effort to ensure that the school-age child receives an appropriate education, the issuer of the compulsory education violation shall submit to the Division of Child and Family Services the report required by Utah Code § 53G-6-202(8) (also in accordance with the School's Child Abuse and Neglect Reporting Policy).

Truancy Intervention Program

The School's Truancy Intervention Program is established to encourage good attendance and to facilitate the processing of chronically truant students through evidence-based alternative interventions or the juvenile court. Those efforts will include documented earnest and persistent efforts to resolve a student's attendance problems as follows:

- Annual notification of the School's attendance policies will be provided to the parents of all students at the time of registration.
- When a student's attendance is negatively affecting the student's learning, the classroom teacher will notify the student and/or the student's parent(s) of the concern. The teacher will set up a conference with the student and/or the student's parent(s) to identify and resolve any problems that prevent the student from attending school. The student's progress will be monitored.
- If meeting with the student and parent(s) does not adequately address the problems and the student's learning continues to suffer, then the School counselor or Campus Principal will work with the teacher and parent(s) in finding a solution to the problems that are preventing the student from attending to his/her learning. Efforts to resolve the problems may include, but are not limited to, the following: making adjustments to the curriculum or the schedule, counseling of the student by School authorities, considering alternatives proposed by the parent, or providing the parent with a list of community resources to help the family.
- The Campus Principal may consult with a parent/guardian to determine if mitigating circumstances such as medical or psychological problems indicate the use of intervention methods for resolving the attendance problems.

- In the event that the preceding interventions fail, a certified letter will be sent to the parent(s) requesting a formal meeting with the administrator to resolve the attendance problems. A copy of the letter and mailing certificates will be kept by the School.
- The Campus Principal will notify the student and a parent/guardian of the actions the School may take should the student be truant in the future.

Notice of Truancy

Consistent with Section 53G-6-203, the School may issue a notice of truancy to a school-age child who is in grade 7 or above, at least 12 years old, and is truant at least five (5) times during the school year.

A notice of truancy will only be issued after the School has made earnest and persistent efforts to resolve student attendance problems, which efforts may include those set forth above.
A notice of truancy will:

1. Direct the school-age child who receives the notice of truancy, and the parent/guardian of the school-age child, to meet with School authorities to discuss the student's attendance problem and cooperate with the Campus Principal and Lead Director to secure regular attendance by the student;
2. Designate the School authorities with whom the school-age child and parent/guardian is required to meet.

A notice of truancy will be served on the parent/guardian by personal service or regular mail. The parent/guardian will have the right to appeal a notice of truancy in writing to the Campus Principal within ten (10) days of being issued.

Referrals for Habitual Truancy

In accordance with Utah Code § 53G-8-211(4), the School shall refer a school-age child for prevention and early intervention youth services, as described in Section 62A-7-104, by the Division of Juvenile Justice Services for being a habitual truant if the school-age child refuses to participate in an evidence-based alternative intervention described in Utah Code § 53G-8-211(3)(b), including:

- a mobile crisis outreach team;
- a youth services center operated by the Division of Juvenile Justice Services;
- a youth court or comparable restorative justice program; or
- other evidence-based interventions created and developed by the School or other governmental entities as set forth in Subsection 53G-8-211(3)(b)(v).

The School may refer a school-age child who is a habitual truant to juvenile court or a law enforcement officer or agency if the student refuses to participate in an evidence-based alternative intervention described in Subsection 53G-8-211(3)(b) and fails to participate in prevention and early intervention youth services provided by the Division of Juvenile Justice Services as provided above.

A referral to juvenile court or a law enforcement officer or agency will include:

1. Attendance records for the student;
2. A report of evidence-based alternative interventions used by the School before the referral, including outcomes;
3. The name and contact information of the School representative assigned to actively participate in the court process with the student and the student's family;
4. A report from the Division of Juvenile Justice Services that demonstrates the minor's failure to complete or participate in prevention and early intervention youth services as set forth in Utah Code § 53G-8-211(4); and
5. Any other information that the School considers relevant.

SAA Attendance
ADMIN Procedures
Last Updated: 8-05-21

Back to TOC

Syracuse Arts Academy
Background Check Policy

POLICY

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

The School will comply with the provisions of Utah Code § 53A-15-1503 and Utah Administrative Code R277-516 regarding employee background checks. In order to protect the health and safety of all students and protect the property of the School, the School requires (a) all Board members, (b) all potential employees and (c) any volunteers who will be given significant unsupervised access to a student in connection with the volunteer's assignment to submit to a criminal background check and ongoing monitoring as a condition for employment or appointment.

The Lead Director will establish administrative procedures consistent with this policy and applicable law.

SAA Background Check Policy
REVISION A
Board Approval Date: 4-07-16

Background Check
Administrative Procedures

These procedures are established pursuant to the Background Check Policy established by the School's Board of Directors.

Individuals Subject to Background Checks

The School requires that the following individuals submit to a criminal background check and ongoing monitoring as provided in Utah Code § 53A-15-1503 as a condition for employment or appointment: (a) each new non-USOE-licensed employee; (b) each volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment; (c) each employee of a staffing service who works at the School; and (d) each Board Member.

Additionally, each new employee who is licensed by the Utah State Office of Education ("USOE") must obtain a background check and submit to ongoing monitoring as required in connection with USOE's licensure requirements.

By September 1, 2018, the School will collect the information described below from individual who were employed by the School prior to July 1, 2015, and with whom the School maintains an authorizing relationship and submit that information to the Utah Bureau of Criminal Identification for ongoing monitoring.

Conducting the Background Check

Any person submitting to a background check for the School will sign a waiver notifying the individuals (a) that a criminal background check will be conducted, (b) who will see the information received as a result of the background check, and (c) how that information will be used.

The School will collect the following from an individual required to submit to a background check for the School:

(a) personal identifying information, including but not limited to:
    (i) current name, former names, nicknames, and aliases;
    (ii) date of birth,
    (iii) address,
    (iv) telephone number,
    (v) driver license number or other government-issued identification number,
    (vi) social security number, and
    (vii) fingerprints;
(b) a fee as set forth below;

(c) consent and waiver on a form specified by the School for the background check acknowledging that their fingerprints are being registered for ongoing monitoring by the School.

The School will submit such individuals' personal identifying information, including fingerprints, to the Utah Bureau of Criminal Identification for an initial background check and ongoing monitoring (if the results of the initial criminal background check do not contain disqualifying criminal history information as determined by the School).

Ongoing Monitoring

The School will request that the fingerprints taken for the purpose of conducting criminal background checks be registered with any rap back system maintained to provide ongoing status notifications to the School of any criminal history reported on individuals whose fingerprints are registered in the system.

Payment of Fee for Background Check

Applicants for employment, including substitutes, shall be required to pay the designated costs of background checks subject to the provisions of Utah Code Ann. § 53A-15-1503(2).

The School shall pay the cost of the background check for current non-licensed employees and volunteers of the School.

The School will not pay the cost of fingerprinting for School employees or volunteers.

Background Check Evaluation

When making decisions regarding employment or appointment based on the information received from a criminal background check, the School will consider:

(a) any convictions, including pleas in abeyance;
(b) any matters involving a felony; and
(c) any matters involving an alleged:
    (i) sexual offense;
    (ii) class A misdemeanor drug offense;
    (iii) offense against the person under Title 76, Chapter 5, Offenses Against the Person;
    (iv) class A misdemeanor property offense that is alleged to have occurred within the previous three years; and
    (v) any other type of criminal offense, if more than one occurrence of the same type of offense is alleged to have occurred within the previous eight years.

Only those convictions which are job-related for the employee, applicant, or volunteer will be considered by the School.

Opportunity to Respond to Background Check

The School will provide an individual an opportunity to review and respond to any criminal history information received as a result of submitting for a criminal background check or through ongoing monitoring.

If a person is denied employment or appointment or is dismissed from employment or appointment because of information obtained through a criminal background check or ongoing monitoring, the person may request a review of the information received and the reasons for the disqualification and shall be provided written notice of the reasons for denial or dismissal and of the individual's right to request a review of the disqualification.

Confidentiality

Information received by the School as a result of a background check will only be (a) available to individuals involved in the hiring or background investigation process for that individual and (b) used for the purpose of assisting the School in making employment-related decisions. Any person who disseminates or uses any such information for any other purpose is subject to criminal penalties and civil liability as set forth in applicable law.

Privacy Risk Mitigation Strategy

The School will employ reasonable privacy risk mitigation strategies to ensure that the School only receives notifications for individuals with whom the School maintains an authorizing relationship. Specifically, upon (a) termination of an employee's employment with the School, (b) expiration of a Board Member's term without renewal, or (c) resignation of Board Member, the administration will ensure that the School's management company receives notification of the event. The School's management company will take any steps necessary to terminate ongoing monitoring for such individuals and will document the date on which such steps were taken. For volunteers, the School's management company will establish a schedule to review the volunteers registered for ongoing monitoring for the School, consult with School personnel to determine whether such individuals are still volunteering for the School, and terminate ongoing monitoring for individuals as appropriate.

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Syracuse Arts Academy
Board and Administration Succession Plan

PURPOSE

To create an orderly process for replacing Syracuse Arts Academy (the "School") Board members and administration in order to ensure continuity in governance and in operation at the school in the event of the departure of a Board member or the Lead Director.

POLICY

Board members or key administrative personnel intending to resign their position are requested to do so in a way that provides adequate time to identify and train new individuals to fill their position.

In order to maintain Board continuity, Board members' terms will be staggered, and the Board will ensure that a majority of Board members' terms do not expire in any one year. It is the intent of the Board to maintain 5 board members.

Board Succession

1. Board members intending to resign their position shall notify the Board in writing and provide the following information:
    a. a resignation effective date.
    b. a recommended timeline preceding resignation for training new Board member.

2. The Board will create timeline for replacement of Board members who are resigning and whose terms are ending.

3. The Board will appoint a committee to conduct a search for a new Board member.

4. When conducting a search for a new Board member, the committee will solicit applications from the school community, seek applications in the broader community, and attempt to identify individuals with desirable experience and expertise to serve on the Board. The committee will determine finalists for the full Board to interview.

5. The Board will interview finalists. Interviews of prospective Board members will seek to determine whether individuals understand the mission of the School, are invested in that mission, have experience and expertise that will benefit the Board, and whether applicants understand and are willing to act in accordance with the Board's governance role.

6. A new Board member will be chosen by a majority vote of the remaining Board members.

7. A newly elected Board member will commit to training and is encouraged to attend Board meetings but will not be a voting member until after the resignation effective date.

8. The Board member replacement process will remain consistent with the School's charter and Bylaws.

Administrative Succession

Planned Departure of the Lead Director

The Board asks that the School's Lead Director give the Board at least three months' notice of his or her intent to leave the School. Upon learning of the individual's intent, the Board will appoint a search committee that includes members of the Board to coordinate the search for a successor. The search committee will develop a search process to present to the full Board for approval.

The Board will take steps in order to ensure that the replacement Lead Director is able to effectively lead the School and accomplish the mission and the goals established by the Board. When the search committee is organized, the Board will have a discussion in order to:

- Ensure that the Board is unified in its understanding of the School's mission
- Ensure that the Board is unified in its understanding of the School's strategic direction
- Ensure that the Board is unified in its understanding of the roles and responsibilities of the Lead Director position
- Ensure that the Board is unified in its understanding of the key competencies of an effective Lead Director

Unplanned Departure of Lead Director

If the Lead Director's departure is unplanned or occurs in advance of the completion of the search process, the Board will appoint an acting Lead Director. The Board may also decide that it is in the School's best interest to identify individuals outside the School to provide additional short-term administrative assistance during the search process.

Capacity Building of Administrative Team

The Board realizes its responsibility to promote the vision and goals for the School. The Lead Director is expected to develop delivery practices of curriculum that aligns with the mission and vision of the school. When an entire educational team understand the mission, and clearly understand their role, it will help strengthen the School and facilitate an orderly transition in the event of the Lead Director's departure.

School Oversight During Search Process

During the search process, the Board or a committee of Board members will meet regularly with the acting Lead Director, review reports about the progress of the School and its programs, the performance of the organization, the financial condition of the School, and personnel issues in order to ensure adequate oversight on the part of the Board during the transition period.

The search committee will use the results of the prior Board discussions to develop a list of priority attributes to guide the search process and will evaluate candidates against these attributes. When a short of list of interviewees is identified, the search committee will establish a process for interviewing and evaluating candidates

The search committee will then recommend up to three candidates to the Board for consideration. The Board will interview the candidates recommended by the search committee and make the final selection.

The succession plan will be considered and updated periodically.

SAA Board & Administration Succession Plan
Board Approval Date: 11-03-16

Back to TOC

Syracuse Arts Academy
BOARD MEMBER AGREEMENT[1]

I, _____, understand that as a member of the Board of Directors of the Syracuse Arts Academy I have a legal and moral responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

I have read, understand and am willing to comply with the Syracuse Arts Academy Individual Board Member Performance Expectations.

If I ever find myself in a situation where I am unable to fulfill these expectations I will resign from the Board.

In turn, the organization will be responsible to me in several ways:

1. I will be sent, without request, monthly financial statements and an update of organizational activities that allow me to meet the "prudent person" section of the law.
2. The organization will help me perform my duties by keeping me informed about issues in the industry and field in which we are working, and by offering me opportunities for professional development as a board member.
3. Board Members and the School Leaders will respond in a straightforward fashion to questions I have that are necessary to carry out my board and committee-related responsibilities to this organization.
4. Board Members and the School Leaders will work in good faith with me towards achievement of our goals.
5. If the organization does not fulfill its commitments to me, I can call on the Board Chair and School Leaders to discuss these responsibilities.

_____ Date: _____
Member, Board of Directors

_____ Date: _____
Chair, Board of Directors

SAA Board Member Agreement
Board Approval Date: 08-06-15

[1] Adapted from *Board Cafe*, Vol. 5, No. 3, March 28, 2001

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Syracuse Arts Academy
Board Member Performance Expectations

General Responsibilities:

Each Board member is responsible for actively participating in the work of the SAA Board and the success of the school. Each board member is expected to affirm and strive to fulfill the performance expectations outlined below. These expectations are to be clearly articulated prior to nominating any candidate as a board member. The SAA Board will nominate the candidate only after s/he has agreed to fulfill these expectations.

These include but are not limited to the following list.

SAA Board Member Responsibilities:

1. Believe in and be an active advocate and ambassador for the values, mission, charter, and vision of Syracuse Arts Academy.
2. Work with fellow board members to fulfill the all obligations of board membership.
3. Behave in ways that clearly contribute to the effective operations of the Board:
    - Focus on the good of the organization and group, not on a personal agenda.
    - Support board decisions once they are made.
    - Treat other members of the board and staff with respect.
    - Participate in an honest appraisal of one's own performance and that of the board.
    - Participate in an honest appraisal of the performance of the Board as a whole.
    - Participate in board meetings.
    - Learn and understand the Board of Directors role with the school.
4. Regularly attend all board meetings and committee meetings when required.
5. Prepare for these meetings by reviewing materials and bringing the materials to meetings. If unable to attend, notify the board or committee chair.
6. Be prepared to contribute the appropriate amount of time toward board service. This may be approximately 6-10 hours per month which includes:
    - Attending all scheduled board meeting (1-2 hours)
    - Participating on a board committee (1-2 hours) if required
    - Reading materials, preparing for meetings (1 hour)
    - Attending events at the school (1-2 hours)
7. All board members must keep informed about the school and its issues by reviewing materials, participating in discussions, and asking strategic questions.
8. Use personal and professional contacts and expertise for the benefit of Syracuse Arts Academy.
9. Each board member will be issued a Laptop or tablet. This device is property of the school. When a board member retires, the board member may choose to keep their laptop or tablet issued to them at the end of their term as long as all school licensed software is removed. In addition, all access to school owned data will be removed from the device.

10. All board members must avoid inappropriate use of school issued laptops or tablets. Inappropriate activities include but are not limited to: viewing any and all pornographic websites, sending sexually explicit pictures to any recipient (wanted or unwanted), or violating either the Children's Internet Protection Act, or Utah HB 213.
11. All board members will comply with the Syracuse Arts Academy Electronic Resources Policy and sign the Receipt of Understanding.
12. Avoid any and all conflicts of Interest. Immediately inform the SAA Board of any potential conflicts of interest, whether real or perceived, and abide by the decision of the board related to the situation.
13. Avoid any illegal activities. If the board member is the subject of a criminal investigation, s/he must immediately inform the SAA Board and abide by the decision of the board related to the situation.
14. Avoid any unethical activities.

SAA Individual Board Member Performance Expectations
REVISION B
Board Approval Date: 8-05-21

BORROWER AUTHORIZING RESOLUTION
OF THE BOARD OF DIRECTORS
SYRACUSE ARTS ACADEMY

Adopted: December 2, 2021

WHEREAS, Syracuse Arts Academy, a Utah nonprofit corporation (the "Corporation") owns and operates charter school facilities and related property located in Syracuse, Utah; and

WHEREAS, the Corporation has determined it is in the best interest of the Corporation to enter into a Second Amendment to Loan Agreement (the "Second Amendment to Loan Agreement") between the Corporation and the Utah Charter School Finance Authority (the "Authority") whereby the Corporation will borrow the proceeds of the Issuer's Charter School Revenue Bonds (Syracuse Arts Academy – Antelope Campus Project), Series 2022, in one or more taxable or tax-exempt series in an aggregate principal amount of not to exceed $10,000,000 (collectively, the "Bonds") in order to (a) finance the costs of certain improvements to the Corporation's charter school campuses located at 2893 West 1700 South in Syracuse, Utah (the "Antelope Campus"), and 357 South 1550 West, Syracuse, Utah (the "North Campus"), (b) reimburse the Corporation for a portion of the costs associated with the acquisition and improvement of the land adjacent to the Antelope Campus which the Corporation recently acquired and costs associated with the improvement of the North Campus, (c) fund a debt service reserve for the Bonds as set forth in the First Supplement to Trust Indenture (the "First Supplement to Trust Indenture") between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), (d) fund a capitalized interest account, if necessary, and (e) pay certain issuance expenses related to the Bonds.

WHEREAS, the issuance and sale of the Bonds and the loan of the proceeds thereof to the Corporation for the foregoing purposes are necessary and desirable and in the best interest of the Corporation; and

WHEREAS, the Board of Directors of the Corporation (the "Board") is authorized to manage the business of the Corporation and to take such actions as are herein provided for in order to accomplish the foregoing; and it has been determined necessary and desirable that the Board approve the financing transaction described in this Resolution and take action to authorize, ratify, confirm and approve the execution and delivery of certain documents and certain other matters in connection with the transaction.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SYRACUSE ARTS ACADEMY, AS FOLLOWS:

Section 1. Approval of Issuance of Bonds. The Board approves the issuance and sale of the Bonds by the Authority and approves, ratifies and confirms the loan to the Corporation of the proceeds of the Bonds from the Authority pursuant to the Loan Agreement dated as of February 1, 2017 (the "Original Loan Agreement"), between the Corporation and the Authority, as amended by the First Amendment to Loan Agreement dated as of August 1, 2021 (the "First Amendment to Loan Agreement"), between the Corporation and the Authority, and the Second Amendment to

Loan Agreement (collectively, the "Loan Agreement") for the purposes described in the foregoing recitals. The Bonds will be issued under the Trust Indenture dated as of February 1, 2017 (the "Original Indenture"), between the Authority and the Trustee, as supplemented by the First Supplement to Trust Indenture (collectively, the "Indenture"), and an authorizing resolution of the Authority.

Section 2. Approval of Financing Documents. The Board authorizes, approves, ratifies and confirms the execution and delivery by the Board Chair, Board Vice Chair, or Board Financial Coordinator of the Corporation (each, an "Authorized Officer") of any agreements, documents, certificates and instruments relating to, providing the terms of, providing security for or otherwise required by the Authority, the Trustee, or another party to close the financing transactions described in the foregoing recitals and the Indenture and the Loan Agreement, including but not limited to the Loan Agreement, the Mortgage (whether one or more), the Promissory Note (whether one or more), the Bond Purchase Agreement (whether one or more), the Tax Compliance Agreement (whether one or more), the Continuing Disclosure Agreement and the Preliminary Official Statement relating to the Bonds (collectively, the "Financing Documents"), in such forms as the Authorized Officer executing the document shall deem appropriate, and as executed by the Authorized Officer (if applicable), and the execution of such documents to which the Corporation is a party by such officers shall constitute conclusive evidence of their approval and the Corporation's approval thereof. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Loan Agreement, the Indenture or the Preliminary Official Statement relating to the Bonds.

Section 4. Approval of Preliminary Official Statement. The preparation, distribution and use of a Preliminary Official Statement relating to the Bonds is hereby authorized, ratified, confirmed and approved. Any Authorized Officer is authorized to approve final form of the Preliminary Official Statement and to execute any documents relating to the completeness and accuracy thereof.

Section 5. Further Authority.

(a) Each Authorized Officer is hereby authorized and directed in accordance with the terms and provisions of this Resolution to determine and fix (i) the aggregate principal amount of the Bonds to be issued and the maturity of the Bonds; (ii) the amount and due date of principal and interest payments and prepayment terms of the Bonds; (iii) the tax status of interest on the Bonds; and (iv) the interest rate or rates to be carried by the Bonds. Each Authorized Officer and each member of the Board, as well as the officers of the Board and the Corporation and employees of the Corporation, as the case may be, are hereby authorized to make all other determinations and take all other actions required by the Authority, the Trustee or any other party with respect to the Bonds and the construction and completion of the improvement projects funded in whole or in part with proceeds of the Bonds. Any such determinations and actions heretofore taken on behalf of the Corporation, including but not limited to the execution and delivery of any agreements, instruments, certificates or other documents, in order to further the purposes described herein are hereby in all respects ratified, confirmed and approved.

(b) The Authorized Officers are authorized and directed to take such further action, make such determinations, and to execute and deliver such other agreements, instruments, certificates and documents and to pay all such fees, taxes and expenses as may in their discretion be necessary or desirable in order to carry out and comply with the intent of this Resolution and the terms and provisions of the Financing Documents. All of the acts of each Authorized Officer and each member of the Board, as well as the officers of the Board and the Corporation and employees of the Corporation which are in conformity with the intent and purposes of this Resolution and which are hereafter taken or done on behalf of the Corporation in order to comply with the terms of the Financing Documents and to fulfill the obligations of the Corporation thereunder, or to otherwise further the purposes described herein, are hereby in all respects authorized, ratified, confirmed and approved.

Section 6. Bond-Related Policies and Procedures. The Board hereby approves the Post-Issuance Tax Compliance Policy and Procedures attached hereto to as *Exhibit A* (the *"Tax Compliance Procedures"*) in order to assist the Corporation in complying with the federal income tax requirements with respect to the Bonds and any other tax-exempt bonds issued by the Corporation or for the benefit of the Corporation. Members of the Board, officers, and employees of the Corporation are hereby authorized and directed to perform all acts they may deem necessary or appropriate in order to implement and carry out the Tax Compliance Procedures. The Board hereby ratifies the prior approval of the Disclosure Policy and Procedures attached hereto to as *Exhibit B* (the *"Disclosure Procedures"*) in order to assist the Corporation in complying with its federal securities requirements with respect to the Bonds and any other bonds or other securities issued by the Corporation or for the benefit of the Corporation. Members of the Board, officers, and employees of the Corporation are hereby authorized and directed to perform all acts they may deem necessary or appropriate in order to implement and carry out the Disclosure Procedures.

Section 7. Authority Application and Deposit. The Board hereby authorizes, approves, ratifies and confirms the execution and delivery to the Authority of a financing application related to the Bonds and the making of a nonrefundable $20,000 deposit to the Authority in connection therewith, all as required by the Authority.

Section 8. Remedial Action. The Board hereby authorizes, approves, ratifies and confirms the preparation, delivery and public dissemination of remedial filings and notice(s) of prior failures of the Corporation to provide information required to be disclosed to the public pursuant to prior continuing disclosure undertakings of the Corporation and Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 9. Repeal of Conflicting Resolutions. All prior resolutions of the Board or any parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Board.

ADOPTED AND APPROVED December 2, 2021.

BOARD OF DIRECTORS OF SYRACUSE ARTS ACADEMY

By _____
Bryan DeGrange, Board Chair

The following members of the Board, constituting a quorum, were present at the meeting of the Board held on December 2, 2021:

Name	**Title**
Bryan DeGrange	Board Chair
Nate Schow	Vice Chair
Rene Dreiling	Financial Coordinator
Jerrad Pullum	Member

The foregoing Resolution was duly adopted at the meeting by the affirmative vote of (4) directors, and opposed by (0) directors, and has been duly recorded in the official book of minutes of the proceedings of the Board and is in full force and effect.

By_____
Rene Dreiling, Financial Coordinator

Syracuse Arts Academy
Borrower Authorizing Resolution
Series 2022 Bonds
Board Approved: 12-02-21

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Syracuse Arts Academy
Budgeting Policy

POLICY

Syracuse Arts Academy (the "School") will comply with the budgeting requirements of Utah law, including but not limited to Utah Code Title 53G, Chapter 7, Part 3.

The School's Lead Director is appointed as the budget officer. Before June 1 of each year, the budget officer shall prepare a tentative budget, with supporting documentation, to be submitted to the Board of Directors.

The tentative budget and supporting documents shall include the following items:

(a) the revenues and expenditures of the preceding fiscal year;
(b) the estimated revenues and expenditures of the current fiscal year;
(c) a detailed estimate of the essential expenditures for all purposes for the next succeeding fiscal year; and
(d) the estimated financial condition of the School at the close of the current fiscal year.

The tentative budget shall be filed with the School's Lead Director for public inspection at least (15) days before the date of the tentative budget's proposed adoption by the Board of Directors.

Before June 30 of each year, the Board of Directors will adopt a budget for the next fiscal year.

By the sooner of July 15 or (30) days of adopting a budget, the Board of Directors will file a copy of the adopted budget with the state auditor and the Utah State Board of Education ("USBE").

Maintenance of Effort

Because the School receives federal funds, including Title I, Part A funds, the School is obligated to comply with certain maintenance of effort ("MOE") requirements. The School adopts this policy in order to ensure that the School complies with MOE requirements.

The School will not use applicable federal funds to reduce the level of expenditures from state and/or local funds for the education of students below the level of those expenditures for the preceding fiscal year. Unless an exception applies or a waiver is granted and taking into account allowable reductions, the School will budget from state and/or local funds at least the same total spent for that purpose from the same state and/or local funds source(s) for the most recent prior year for which information is available.

The School acknowledges that if MOE requirements are not satisfied, then the USBE may penalize the School by reducing the School's federal funding by a proportional amount the following year.

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Syracuse Arts Academy
Buildings & Facilities Rental Policy

PURPOSE

The purpose of this policy is to establish procedures for the use of Syracuse Arts Academy's (the "School") buildings and facilities by outside individuals and groups.

POLICY

In accordance with state law, the School's facilities are available for use as a "civic center" when such use does not interfere with a School function or purpose, does not violate any applicable law or regulation, and does not otherwise impose an unreasonable burden on the School or expose the School or participants to unreasonable risk.

Any permission to use School facilities is granted pursuant to Utah Code § 53G-7-209 and -210 and is considered a permit for governmental immunity purposes under Utah Code § 63G-7-201(4)(c). The School therefore has full governmental immunity under the Governmental Immunity Act of Utah for claims arising in connection with such use of the facilities. In addition, in accordance with Utah Code § 78B-4-517, the School is immune from civil liability for damages or an injury resulting from exposure of an individual to COVID-19 on the premises owned or operated by the School or during an activity managed by the School. However, the School's immunity under Utah Code § 78B-4-517 does not apply to any willful misconduct, reckless infliction of harm, or intentional infliction of harm by the School. In an effort to maintain this immunity, the School will comply with Davis County Health Department and Utah Department of Health orders, regulations, and guidelines related to COVID-19 and applicable to the School.

PROCEDURES

Fees for the use of facilities shall be charged as outlined in this Policy. A down payment may be collected prior to use, with the outstanding balance due at the conclusion of the rental.

A Buildings and Facilities Use Agreement must be signed by the user prior to the date of use.

Usage time shall initially be computed from the time of requested opening to anticipated closing of the doors. Closing time shall be the time when all persons associated with the use have left the building, and the fee will be adjusted for additional time used. Persons lingering in the building are the user's responsibility.

Equipment, keys, and property shall not be loaned or removed from the building.

Facilities such as computer lab, media center, or kitchen shall not be used unless approved by the Campus Principal and School personnel are present during the entire time of the function.

Buildings and facilities may not be used without adequate School supervision as determined by the Campus Principal. The assigned supervisor is responsible for oversight of the buildings and facilities while in use.

In addition to the staff supervision provided by the School, all use groups must provide supervision to maintain order and prevent damage to or loss of School property.

Any individual or entity using the buildings or facilities for commercial purposes must provide, before the use, a Certificate of Insurance evidencing public liability coverage of one million dollars ($1,000,000) per occurrence and naming the School as an additional insured. For purposes of this policy, commercial purposes includes any event for which admission is charged.

The user must comply (and ensure that all its guests and patrons comply) with any applicable standards of safety and behavior of the School; current Davis County Health Department and Utah Department of Health orders, regulations, and guidelines; and Utah law. Violation of any of these standards is grounds for termination of the use agreement and the immediate removal of individuals associated with the use. Violation may result in the forfeiting of all deposits, and additional charges may be assessed.

Additional fees may be charged for use of School equipment (spotlights, DVD players and televisions, microphones, etc.) and supplies.

The Lead Director may establish conditions of use intended to protect the buildings and facilities from damage or unreasonable wear and tear.

Users shall pay for any damage to the facilities or School equipment caused by their use.

FEES

Except where the administration has discretion under this Policy, users will be charged fees as set forth in the Fee Schedule below, which is subject to periodic review and revision.

The school's Parent Organization and individual classes may use the buildings and facilities free of charge for qualifying school-related activities. Such use must be approved by and coordinated with the School's Campus Principal. These activities must be approved by the Campus Principal before notice of the event is distributed.

Commercial rates apply to any entity or individual that charges admission to the event. Charitable and nonprofit rates apply to nonprofit organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, and any other entity or individual that does not charge admission to the event. Rates for public agencies such as cities, counties, school districts, and other charter schools will be determined by an interlocal agreement. The Campus Principal may grant free use of the buildings and facilities to public agencies and nonprofit organizations at the Campus Principal's discretion when the use will not create additional expense for the School.

Security Deposit
At the discretion of the Campus Principal, the user may be charged a refundable security deposit of up to $500. The Campus Principal shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved. Security deposits shall be paid by the user in a separate check and deposited by the School.

Following the use period, the Campus Principal or designee shall inspect the building or facility for damage or mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit, and the remaining security deposit shall be refunded to the user. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded.

Personnel
At least one School staff member must be present during any use of the buildings and facilities. The Campus Principal will set the fee based on the number and type of personnel required for a particular activity. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

Users must pay for any additional custodial services that are required.

At least one staff member is required for use of the kitchen.

At least one School tech crew advisor is required for use of School sound and lighting equipment. Users requiring greater tech support will require the use of the School's tech crew.

COMMERCIAL, CHARITABLE/NONPROFIT, AND PUBLIC AGENCY BUILDINGS AND FACILITIES USE FEE SCHEDULES

Buildings and Facilities Use Fee Schedule				
FACILITY	**Commercial Rate**	**Charitable/Nonprofit Rate**	**Public Agency Rate**	**Supervisory Staff Fees**
Amphitheater (see attached Amphitheater Fee Schedule)	$200/hr	$100/hr	By Agreement	$35/hr/supervisor
Parking Lot	$40/day	$10/day	By Agreement	N/A
Junior High Auditorium	$175/hr	$75/hr	By Agreement	$35/hr/supervisor
Cafeteria (Seating Area Only)	$125/hr	$50/hr	By Agreement	$35/hr/supervisor
Gymnasium	$125/hr	$50/hr	By Agreement	$35/hr/supervisor

Buildings and Facilities Use Fee Schedule				
FACILITY	**Commercial Rate**	**Charitable/Nonprofit Rate**	**Public Agency Rate**	**Supervisory Staff Fees**
Outdoor Athletic Field	$40/hr	$20/hr	By Agreement	N/A
Outdoor Restrooms (Antelope Campus Only)	$50/flat rate	$50 flat rate	By Agreement	$35/hr/supervisor
Kitchen	$125/hr	$50/hr	By Agreement	$35/hr/supervisor & $20/hr/kitchen staff
Classroom (each)	$40/hr	$20/hr	By Agreement	$35/hr/supervisor

ADDITIONAL INFORMATION AND REQUIREMENTS FOR BUILDINGS AND FACILITIES RENTALS

Supervisory and Other Staff Fees
Supervisory staff fees are in addition to the normal rental fee. If additional staff beyond one supervisory staff member is needed for an event, users must pay $25 per hour per additional staff member.

Parking Lot
Users must provide their own supervision for parking lot rentals. No supervision will be provided by the School. Users will not be allowed access to the inside of the building during parking lot rentals. If access to an exterior restroom is needed during a parking lot rental, the outdoor restrooms rental fee must be paid as well as $35 per hour for a staff supervisor. Parking lot area must be cleaned after the event or a custodial fee will be added at $20 per hour.

Outside Athletic Field
Users must provide their own supervision for outside athletic field rentals. No supervision will be provided by the School. Users will not be allowed access to the inside of the building during outside athletic field rentals. If access to an exterior restroom is needed during an outside athletic field rental, the outdoor restrooms rental fee must be paid as well as $35 per hour for a staff supervisor. Outside athletic field area must be cleaned after the event or a custodial fee will be added at $20 per hour.

Cafeteria (Seating Area Only)
Cafeteria rentals do not include the use of the kitchen or food preparation area. If the kitchen or food preparation area is needed in connection with a cafeteria rental, the kitchen rental fee must be paid as well as $35 per hour for a staff supervisor and $20 per hour for a School kitchen staff

member. Also, the sound system in the cafeteria requires a trained staff member to provide tech support.

Junior High Auditorium
Junior High Auditorium rentals include $35 per hour for a staff supervisor/tech support in addition to the rental fee. Maximum capacity of the auditorium is 336, as per Fire Code Regulations. If attendees reach that number, the supervising staff member will not allow additional attendees to enter the auditorium for the event. Latex items are not allowed in the auditorium as some attendees or supervising staff may have severe allergic reactions. Glitter or other "messy" items are also not allowed in the auditorium.

Gymnasium
Gymnasium rentals include $35 per hour for a staff supervisor in addition to the rental fee. Users are required to supervise their attendees and not allow access to the rest of the building. Sound and video systems in the gymnasium requires a trained staff member to operate and provide tech support.

Insurance
For any individual or entity using the building or facilities for a commercial purpose, a certificate of insurance evidencing public liability coverage of one million dollars ($1,000,000) per occurrence and naming the School as an additional insured must be provided before the use.

SAA Buildings & Facilities Rental Policy
REVISION G
Board Approval Date: 6-18-21

AMPHITHEATER FEE SCHEDULE

FACILITY RENTAL

Commercial	Charitable/Nonprofit
$200.00/hr.	**$100.00/hr.**

- All rentals are charged on an hourly basis, with a three (3) hour minimum
- Rental hours are calculated based on when the facility will be in use
- Additional **$50.00** cleaning/damage deposit; refundable upon favorable inspection at the close of the event
- Facility rental for both Commercial and Charitable/Nonprofit includes:
  - ★ Use of the stage, seating, grass area, loading area, inside facilities, and outside restrooms
  - ★ Basic Sound Package
  - ★ Basic Lighting Package
  - ★ Trash Receptacles

ADDITIONAL SET UP FEES

- A fee of $25.00 hr. is charged for additional set up hours. The Technical Director will determine which hours will be classified as Rental and Set Up.

Audio

Basic Sound Package: Included in Rental Fee

- Installed PA system
- Connection for iPod, MP3, or phone to system
- One wireless handheld microphone

Lighting

Basic Lighting Package: Included in Rental Fee

- Use of existing presets
- No special or follow spots
- Additional School Lighting: **$50.00/hr.** (based on time to program and run lights, etc.)

Medium Sound Package: $50.00/day

- Includes Basic Sound Package
- Up to 10 inputs
- Two (2) stage monitors

LED Video Wall

- $50 per LED panel
- Up to 60 LED panels
- Each LED panel is 2’ x 2’

Large Sound Package: $100.00/day

- Includes Basic Sound Package
- Up to 32 inputs
- Six (6) stage monitors

Additional Lighting/Sound

Additional professional lighting/sound equipment may be rented from a separate lighting/sound contractor at the expense of the individual/entity renting the facility.

Wireless Microphones:

- $20.00/day on the first day
- $15.00/day on subsequent days
- Limit eight (8)

Costs for Additional Staff: $25.00/hr.

(per staff member)

- Ushers/Crowd supervisors
- Ticket sellers/takers
- Additional lighting/sound technicians
- Custodians
- Police (charged at the police hourly rate)
- Other staff as needed per agreement

PAYMENT/INSURANCE/CANCELLATION REQUIREMENTS

- If the amphitheater is being used by an individual or entity for a commercial purpose, a certificate of insurance evidencing public liability coverage of one million dollars ($1,000,000) per occurrence and naming the School as an additional insured must be provided before the use.
- A deposit of 25% of estimated rental fees is required to hold future dates. Rental cost estimates will be available from the School within five (5) business days of “Show Ticket” being received by the School.

- 50% of the total rental fee and a $50 cleaning deposit (refundable if inspection is favorable) are due at the time of signing the rental agreement. The down payment of the rental fee will go toward the total payment of the rental.
- The requested dates in the agreement will not be scheduled until the rental agreement is signed by both parties and the initial payment is paid.
- Cancellations or rescheduling may take place with a 48-hour prior notice from either party unless initiated by order of the Davis County Health Department or Utah Department of Health.

Additional services from Syracuse Arts Academy Amphitheater may incur added costs. All services must be approved by the Technical Director at least two (2) weeks prior to the start of the event.

Back to TOC

BUILDINGS AND FACIITIES USE AGREEMENT (COMMERCIAL)

Applicant's Name: _____ Date:_____

Applicant's Address: _____City:_____ Zip Code:_____

Phone: Home_____ Business_____ Cell_____

Type of Activity: _____

Facilities Used by: _____

_____

Area (s) or Room (s) Requested: _____

Month	Date(s) Requested	Year	From	To

TO BE COMPLETED BY SCHOOL

Facility	Rental Fee (per Hour/Day)	Hours/Days	TOTAL	Security Deposit
			$	$
			$	$
			$	$
			$	$
Personnel Required	Staff Charge per Hour	Hours	TOTAL	
			$	
			$	
			$	
			$	
			$	
Equipment	Describe:		$	
TOTAL CHARGE for use of facilities as described above:			$	$
TOTAL CHARGE FOR ACTUAL USE OF FACILITIES			$	$

As users of the school facilities, we assume all responsibility for the activity and will not violate any city, county or state law. We understand and agree to comply with all use policies of the school. Any loss or damages to buildings, equipment or grounds as a result of this activity will be fully reimbursed. We hereby acknowledge having received, read and agree to abide by the school's use policies. We acknowledge that the school may terminate this agreement at any time.

Applicant shall indemnify and defend the school and its affiliates, and their officers, directors, and employees and agents, from and against any and all costs, losses, damages and liabilities (including, without limitation, reasonable attorneys, fees, interest and any penalties) incurred or suffered by the school or any of its affiliates (or any of their officers, directors, or employees) with respect to, in connection with or arising out of applicant's use of the school's facilities.

☐ $1,000,000.00 ACTIVE LIABILITY insurance is required by all applicants. A certificated of insurance shall be attached to this agreement.

☐ $_____ Cleaning/Damage Deposit has been collected with this agreement.

You are hereby granted this PERMIT to use the school's facilities as described above. Use at your own risk. The school is immune from liability for your use pursuant to UCA § 53G-7-209 and -210 and § 63G-7-201(4). You are advised to obtain insurance for your own liability.

Signature of Applicant: _____

Signature of School Personnel:_____

Back to TOC

BUILDINGS AND FACIITIES USE AGREEMENT (NON-COMMERCIAL)

Applicant's Name: _____ Date:_____

Applicant's Address: _____City:_____ Zip Code:_____

Phone: Home_____ Business_____ Cell_____

Type of Activity: _____

Facilities Used by: _____

_____

Area (s) or Room (s) Requested: _____

Month	Date(s) Requested	Year	From	To

TO BE COMPLETED BY SCHOOL

Facility	Rental Fee (per Hour/Day)	Hours/Days	TOTAL	Security Deposit
			$	$
			$	$
			$	$
			$	$
Personnel Required	Staff Charge per Hour	Hours	TOTAL	
			$	
			$	
			$	
			$	
			$	
Equipment	Describe:		$	
TOTAL CHARGE for use of facilities as described above:			$	$
TOTAL CHARGE FOR ACTUAL USE OF FACILITIES			$	$

As users of the school facilities, we assume all responsibility for the activity and will not violate any city, county or state law. We understand and agree to comply with all use policies of the school. Any loss or damages to buildings, equipment or grounds as a result of this activity will be fully reimbursed. We hereby acknowledge having received, read and agree to abide by the school's use policies. We acknowledge that the school may terminate this agreement at any time.

☐ $_____ Cleaning/Damage Deposit has been collected with this agreement.

You are hereby granted this PERMIT to use the school's facilities as described above. Use at your own risk. The school is immune from liability for your use pursuant to UCA § 53G-7-209 and -210 and § 63G-7-201(4). You are advised to obtain insurance for your own liability.

Signature of Applicant: _____

Signature of School Personnel:_____

Syracuse Arts Academy
Bullying & Hazing Policy

POLICY

The purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving Syracuse Arts Academy (the "School") students and employees. The School's Board of Directors (the "Board") has determined that a safe, civil environment in School is necessary for students to learn and achieve high academic standards and that conduct constituting bullying, cyber-bullying, hazing, retaliation, and abusive conduct disrupts both a student's ability to learn and the School's ability to educate its students in a safe environment.

POLICY

Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and employees are against federal, state, and local policy and are not tolerated by the School. The School is committed to providing all students with a safe and civil environment in which all members of the School community are treated with dignity and respect. To that end, the School has in place policies, procedures, and practices that are designed to reduce and eliminate this conduct – including, but not limited to, civil rights violations – as well as processes and procedures to deal with such incidents. Bullying, cyber-bullying, hazing, retaliation, and abusive conduct towards students and/or employees by students and/or employees will not be tolerated in the School. Likewise, abusive conduct by students or parents or guardians against School employees is prohibited by the School and will not be tolerated in the School.

In order to promote a safe, civil learning environment, the School prohibits all forms of bullying of students and School employees (a) on School property, (b) at a School-related or sponsored event, or (c) while the student or School employee is traveling to or from School property or a School-related or sponsored event.

The School prohibits all forms of bullying, cyber-bullying, hazing, abusive conduct of or retaliation against students and School employees at any time and any location.

Students and School employees are prohibited from retaliating against any student, School employee or an investigator for, or witness of, an alleged incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation.

Students and School employees are prohibited from making false allegations of bullying, cyber-bullying, hazing, abusive conduct, or retaliation against a student or School employees.

In addition, School employees, coaches, sponsors and volunteers shall not permit, condone or tolerate any form of hazing, bullying, cyber-bullying, or abusive conduct and shall not plan, direct, encourage, assist, engage or participate in any activity that involves hazing, bullying, cyber-bullying, or abusive conduct.

Any bullying, cyber-bullying, hazing, abusive conduct, or retaliation that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and is subject to OCR compliance regulations.

Definitions

Abusive Conduct – For purposes of this policy, "abusive conduct" means verbal, nonverbal, or physical conduct of a parent or guardian or student directed toward a School employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress. A single act does not constitute abusive conduct.

Bullying – For purposes of this policy, "bullying" means a School employee or student intentionally committing a written, verbal, or physical act against a School employee or student that a reasonable person under the circumstances should know or reasonably foresee will have the effect of:

(1) causing physical or emotional harm to the School employee or student;

(2) causing damage to the School employee's or student's property;

(3) placing the School employee or student in reasonable fear of:
(a) harm to the School employee's or student's physical or emotional well-being; or
(b) damage to the School employee's or student's property;

(4) creating a hostile, threatening, humiliating, or abusive educational environment due to:
(a) the pervasiveness, persistence, or severity of the actions; or
(b) a power differential between the bully and the target; or

(5) substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

This conduct constitutes bullying, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct. In addition, bullying is commonly understood as aggressive behavior that is intended to cause distress and harm; exists in a relationship in which there is an imbalance of power and strength; and is repeated over time.

Bullying may also include relational aggression or indirect, covert, or social aggression, including rumor spreading, intimidation, enlisting a friend to assault a child, and social isolation.

Civil Rights Violations – For purposes of this policy, "civil rights violations" means bullying, cyber-bullying, harassment, abusive conduct, or hazing that is targeted at a federally protected class.

Cyber-bullying – For purposes of this policy, "cyber-bullying" means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an

individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

Federally protected class – For purposes of this policy, "federally protected class" means any group protected from discrimination under federal law, such as:

(1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin.

(2) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex.

(3) Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability.

(4) Other areas included under these acts which include religion, gender, and sexual orientation.

Hazing – For purposes of this policy, "hazing" means a School employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a School employee or student that:

(1) (a) endangers the mental or physical health or safety of a School employee or student;

(b) involves any brutality of a physical nature, including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;

(c) involves consumption of any food, alcoholic product, drug, or other substance or other physical activity that endangers the mental or physical health and safety of a School employee or student; or

(d) involves any activity that would subject a School employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a School employee or student to extreme embarrassment, shame, or humiliation; and

(2) (a)(i) is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership in a School or School sponsored team, organization, program, club, or event; or

(ii) is directed toward a School employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for membership in, a School or School sponsored team, organization, program, club, or event in which the individual who commits the act also participates.

(3) The conduct described above constitutes hazing, regardless of whether the School employee or student against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

Retaliate or Retaliation – For purposes of this policy, "retaliate or retaliation" means an act or communication intended:

(1) as retribution against a person for reporting bullying or hazing; or

(2) to improperly influence the investigation of, or the response to, a report of bullying or hazing.

School Employee – For purposes of this policy, "School employee" means an individual working in the individual's official capacity as:

(1) a School teacher;

(2) a School staff member;

(3) a School administrator; or

(4) an individual:
(a) who is employed, directly or indirectly, by the School; and
(b) who works on the School's campus(es).

Volunteer – For purposes of this policy, "volunteer" means a non-employee with significant, unsupervised access to students in connection with a School assignment.

Reporting and Investigation

Students who have been subjected to or witnessed bullying, cyber-bullying, hazing, or retaliation, and students who have witnessed abusive conduct, must promptly report such incidents to any School personnel orally or in writing. School personnel who receive reports of such incidents must report them to the Campus Principal.

School employees who have been subjected to or witnessed hazing, bullying, cyber-bullying, abusive conduct, or retaliation must report such incidents to the School's Campus Principal orally or in writing.

Each report of prohibited conduct shall include:

(1) the name of complaining party;

(2) the name of victim of prohibited conduct (if different than complaining party);

(3) the name of perpetrator (if known);

(4) the date and location of incident(s); and

(5) a statement describing the incident(s), including names of witnesses (if known).

In connection with a report of prohibited conduct, students and School employees may request that their identity be kept anonymous, and reasonable steps shall be taken by the Campus Principal and others involved in the reporting and investigation to maintain the anonymity of such individuals, if possible. School employees must take strong responsive action to prevent retaliation, including

assisting students who are victims of prohibited conduct and his or her parents or guardians in reporting subsequent problems and new incidents.

The Campus Principal or his/her designee shall promptly make a reasonably thorough investigation of all complaints of prohibited conduct, including, to the extent possible, anonymous reports, and shall, in accordance with the Consequences of Prohibited Behavior section below, administer appropriate discipline to all individuals who violate this policy. Formal disciplinary action is prohibited based solely on an anonymous report.

The Campus Principal may report to OCR all acts of bullying, hazing, cyber-bullying, abusive conduct, or retaliation that he/she reasonably determines may be violations of a student's or employee's civil rights.

It is the School's policy, in compliance with state and federal law, that students have a limited expectation of privacy on the School's computer equipment and network system, and routine monitoring or maintenance may lead to discovery that a user has violated School policy or law. Also, individual targeted searches will be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of violation of this policy will be confiscated for investigation and may be turned over to law enforcement.

Parental Notification

The Campus Principal or his/her designee will timely notify a student's parent or guardian (1) if the student threatens to commit suicide or (2) of any incidence of bullying, cyber-bullying, hazing, abusive conduct, or retaliation involving the student (including if the student is involved as the alleged perpetrator or victim). The Campus Principal or his/her designee will attempt to contact the parent or guardian by telephone to provide this notification and to discuss the matter. If the parent or guardian is not available by telephone, the Campus Principal or his/her designee will provide the parent or guardian the required notification by email.

The Campus Principal or his/her designee will produce and maintain a record that verifies that the parent or guardian was notified. If an in-person meeting takes place, the Campus Principal or his/her designee may ask the parent or guardian to sign the record acknowledging that the notification was provided. If a telephone conversation takes place, the Campus Principal or his/her designee may document on the record such details as the date and time of the telephone call, who was spoken to, and brief notes regarding the notification that was provided and the content of the conversation. If an email is sent, the Campus Principal or his/her designee will retain a copy of the email. The School will retain the record as long as the student is enrolled at the School and destroy the record after that time. The School will maintain the confidentiality of the record in accordance with Utah Code § 53G-9-604.

Action Plan to Address Reported Incidents of Bullying, Cyber-Bullying, Hazing, Retaliation, and Abusive Conduct

The School will investigate all allegations of incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct in accordance with this policy and applicable law. The Campus

Principal or his/her designee will investigate allegations of these incidents and will have adequate training to conduct such an investigation. The Lead Director will be the point person with training and expertise to assist, direct, and supervise training of other employees in the responsibilities set forth in this paragraph.

The School will investigate all allegations of these incidents by interviewing

(1) the alleged victim;

(2) the individual who is alleged to have engaged in the prohibited conduct;

(3) the parents or guardians of the alleged victim and the individual who is alleged to have engaged in prohibited conduct;

(4) any witnesses;

(5) School staff familiar with the alleged victim;

(6) School staff familiar with the individual who is alleged to have engaged in prohibited conduct; or

(7) Other individuals who may provide additional information.

The individual who investigates an allegation of an incident will inform an individual being interviewed that (1) to the extent allowed by law, the individual is required to keep all details of the interview confidential; and (2) further reports of bullying will become part of the review. However, the confidentiality requirement described in this paragraph does not apply to conversations with law enforcement, requests for information pursuant to a warrant or subpoena, a state or federal reporting requirement, or other reporting required by R277-613.

In conducting this investigation, the School may (1) review disciplinary reports of involved students; and (2) review physical evidence, including video or audio, notes, email, text messages, social media, or graffiti.

The School will report incidents of bullying, cyber-bullying, hazing, retaliation, and abusive conduct to law enforcement when the administrator reasonably determines that the alleged incident may have violated criminal law.

Following the investigation of a confirmed allegation of an incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, the School may, if the administrator determines it is appropriate, take positive restorative justice practice action and support involved students through trauma-informed practices. However, an alleged targeted individual is not required to participate in a restorative justice practice with an individual who is alleged to have engaged in prohibited conduct. If the School would like any student to participate in a restorative justice practice, the School will notify the student's parent or guardian of the restorative justice practice and obtain consent from the student's parent or guardian before including the student in the process.

The School shall follow up with the parents/guardians of all parties to:

(1) inform parents/guardians when an investigation is concluded;

(2) inform parents/guardians what safety measures will be in place for their child, as determined by the investigation;

(3) provide additional information about the investigation or the resolution consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g; and

(4) inform parents or guardians of the School's Parent Grievance Policy if the parents or guardians disagree with the resolution of the investigation.

Consequences of Prohibited Behavior

If, after an investigation, a student is found to be in violation of this policy by participating in or encouraging conduct prohibited by this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion, pursuant to Utah Code § 53G-8-205 and School policy, removal from participation in School activities, and/or discipline in accordance with regulations of the U.S. Department of Education Office for Civil Rights (OCR).

If, after an investigation, a School employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination, reassignment or other appropriate action.

School officials have the authority to discipline students for off-campus or online speech that causes or threatens a substantial disruption to School operations, including violent altercations or a significant interference with a student's educational performance and involvement in School activities.

Grievance Process for School Employees

As explained above, a School employee who has experienced abusive conduct must report the incident to the Campus Principal orally or in writing. If the School employee is not satisfied with the Campus Principal's or designee's investigation of the abusive conduct and/or the resulting disciplinary action (or recommended disciplinary action) against the perpetrator, the School employee may address/raise the issue in accordance with the School's Staff Grievance Policy.

Additional Provisions

The Campus Principal will ensure compliance with OCR regulations when civil rights violations are reported, as follows:

(1) Once the School knows or reasonably should know of possible student-on-student bullying, cyber-bullying, or hazing, the School must take immediate and appropriate action to investigate.

(2) If it is determined that the bullying, cyber-bulling, or hazing did occur as a result of the student-victim's membership in a protected class, the School shall take prompt and effective steps reasonably calculated to:
(a) end the bullying, cyber-bullying, or hazing
(b) eliminate any hostile environment, and
(c) prevent its recurrence.

(3) These duties are the School's responsibilities even if the misconduct is also covered by a separate anti-bullying policy and regardless of whether the student makes a complaint, asks the School to take action, or identifies the bullying, cyber-bullying, or hazing as a form of discrimination.

The Campus Principal will take reasonable steps to ensure that any victim of prohibited conduct will be protected from further hazing, bullying, cyber-bullying, abusive conduct, and retaliation and that any student or School employee who reports such incidents will be protected from retaliation.

If the Campus Principal believes that any victim or perpetrator of conduct prohibited by this policy would benefit from counseling, the Campus Principal may refer such individuals for counseling.

If the Campus Principal believes that it would be in the best interests of the individuals involved, the Campus Principal may involve the parents or guardians of a perpetrator or victim of hazing, bullying, cyber-bullying, or retaliation in the process of responding to and resolving conduct prohibited by this policy.

Incidents of bullying, cyber-bullying, hazing, and retaliation will be reported in the School's student information system as required.

Student Assessment

The Campus Principal or his/her designee will solicit student assessments of the prevalence of bullying, cyber-bullying, and hazing in the School, specifically locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, and lunch areas.

Training

The Campus Principal will ensure that School students, employees, coaches, and volunteers receive training on bullying, cyber-bullying, hazing, retaliation, and abusive conduct from individuals qualified to provide such training. The training shall meet the standards established by the Utah State Board of Education's rules and include information on:

(2) bullying, cyber-bullying, hazing, abusive conduct, and retaliation;

(3) discrimination under the following federal laws:
(a) Title VI of the Civil Rights Act of 1964;
(b) Title IX of the Education Amendments of 1972;
(c) Section 504 of the Rehabilitation Act of 1973; and

(d) Title II of the Americans with Disabilities Act of 1990;

(4) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are different from discrimination and may occur separately from each other or in combination;

(5) how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon the students' or employees' actual or perceived characteristics, including race, color, national origin, sex, disability, religion, gender identity, sexual orientation, or other physical or mental attributes or conformance or failure to conform with stereotypes; and

(6) the right of free speech and how it differs for students, employees, and parents or guardians.

The training will also complement the suicide prevention program required for students under R277-620 and the suicide prevention training required for licensed educators consistent with Section 53G-9-704(1), and also include information on when issues relating to R277-613 may lead to student or employee discipline.

The training shall be offered to:

(1) new school employees, coaches, and volunteers within the first year of employment or service;

(2) all School employees, coaches, and volunteers at least once every three years after the initial training; and

(3) all students (regardless of whether they are involved in athletics or extracurricular activities or clubs) at a frequency determined by the Campus Principal.

In addition to the training requirements described above, any student, employee, or volunteer coach participating in a School sponsored athletic program, both curricular and extracurricular, or extracurricular club or activity, shall, prior to participating in the athletic program or activity, participate in bullying, cyber-bullying, hazing, retaliation, and abusive conduct prevention training. This training shall be offered to new participants on an annual basis and to all participants at least once every three years. The School will inform student athletes and extracurricular club members of prohibited activities under R277-613 and potential consequences for violation of the law and the rule.

The School will maintain training participant lists or signatures and provide them to the Utah State Board of Education upon request.

Distribution of Policy and Signed Acknowledgement

The Campus Principal will inform students, parents or guardians, School employees, and volunteers that hazing, bullying, cyber-bullying, abusive conduct, and retaliation are prohibited by distributing a copy of this policy to such individuals annually. A copy of this policy will also be posted on the School's website and included in any student conduct or employee handbooks issued by the School.

On an annual basis, School employees, students who are at least eight years old, and parents or guardians of students shall sign a statement indicating that they have received this policy.

SAA Bullying and Hazing Policy
REVISION G
Board Approval Date: 10-06-22

Back to TOC

FOURTH AMENDED AND RESTATED BYLAWS OF SYRACUSE ARTS ACADEMY, INC.

ARTICLE 1
NAME, PURPOSE

Section 1.1: The name of the organization is **Syracuse Arts Academy, Inc.** (the "corporation").

Section 1.2: The corporation was formed to manage, operate, guide, direct and promote a Utah Public Charter School. The corporation is organized under the Utah Revised Nonprofit Corporation Act (the "Act") for public purposes and is not organized for the private gain of any person.

ARTICLE 2
MEMBERS

Section 2.1: The corporation shall have no members. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall vest in the board.

ARTICLE 3
BOARD OF DIRECTORS, OFFICERS

Section 3.1: General Powers. Subject to the limitations of the Act, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors of the corporation (the "Board"). The Board may delegate the management of the corporation's activities to any person(s), company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may, subject to contractual obligations as may exist, rescind any such assignment, referral or delegation at any time.

Section 3.2: Specific Powers. Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

a. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; and to fix their compensation;

b. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefore which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;

c. To adopt, make and use a corporate seal and to alter the form of the seal from time to time, as it deems best;

d. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;

e. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

f. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property;

g. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose; and

h. To carry out such other duties as are described in the Charter.

Section 3.3: Board Role, Size, Composition.

a. The Board is responsible for overall policy and direction of the school and delegates responsibility for day-to-day operations to the Director/Principal and committees established by the Board.

b. The Board shall consist of no fewer than five (5) and no more than seven (7) voting members. The Board members shall receive no compensation other than reasonable expenses.

c. A minimum of twenty-five percent (25%) of the Board members will be parents of students attending Syracuse Arts Academy.

d. No Board member of the corporation may be an employee of the corporation or a family member of an employee of the corporation. "Family member" means immediate family and close relatives including parent, grandparent, spouse, child, grandparent, sibling, aunt, uncle, niece, nephew, or any corresponding in-law, step, adoptive relative, or anyone residing on a permanent basis in the individual's home.

Section 3.4: Meetings.

a. The Board shall meet regularly at such times as may from time to time be determined by the Board. Meetings of the Board may be held at the principal office of the

corporation or at any other place that has been designated in the notice of the meeting. Appropriate notices of the meeting complying with Utah law shall be posted. Any Board member or officer of the corporation may request any desired item on the agenda of any Board meeting by notifying in writing, no later than five (5) business days prior to the scheduled board meeting, a description to the then acting Chair of the corporation. However, the Chair of the Board shall have discretion regarding what items shall be included on meeting agendas.

b. The Board shall hold an annual meeting for the purposes of organization, selection of Directors and officers, adoption of the budget, and the transaction of other business.

c. Special meetings of the Board for any purpose(s) may be called at any time by the Chair. Special meetings of the Board may be held after each Director has received notice by mail, telecopy, e-mail or telephone and after proper notification as required by Law. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 3.5: Quorum. A quorum consists of a majority of the current Board members then in office. Every act or decision done or made requires a majority vote of the Directors present at a meeting duly held at which a quorum is present. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.6: Terms. Board members shall serve four (4) year terms and are eligible for re-election.

Section 3.7: Resignation, Removal. Resignation from the Board must be in writing and received by the Chair. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. A Board member may be removed with or without cause by the vote of two-thirds (2/3) of the remaining directors.

Section 3.8: Vacancies. Vacancies on the Board will exist (1) on the death, resignation, or dismissal of any member, or (2) when the term of a current Board member has expired.

Section 3.9: Board Elections. In order to fill a vacancy in the Board, the Board will solicit nominations and letters of application from the school community or members of the community at large. The Board may then elect an approved applicant to fill the vacancy. Board members will be elected by the vote of a majority of the remaining members of the Board. Board members elected to fill the seats of directors whose terms have expired shall be elected at the annual meeting of the Board of Directors.

Section 3.10: Fees and Compensation. Directors shall not receive compensation for their services; however, the Board may approve the reimbursement of a Director's actual and necessary expenses incurred in the conduct of the corporation's business.

Section 3.11: Standard of Care.

a. A Director shall perform all duties of a Director in good faith, in a manner such Director believes to be in the best interests of the corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

b. In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1. One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;

2. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or

3. A committee of the Board upon which the Director does not serve as to matters within a designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

ARTICLE 4
OFFICERS

Section 4.1: Officers. The officers of the corporation shall be Chair, Vice Chair, and Financial Coordinator. The corporation may also have, at the discretion of the Board, more Vice Chairs, one or more Secretaries, one or more Assistant Financial Coordinators, and such other officers as may be elected or appointed. Any number of offices may be held by the same person.

Section 4.2: Election. The Chair, Vice Chair, and Financial Coordinator of the corporation shall be elected by the majority vote of the remaining Board members each year at the annual meeting of the Board. Officers will hold their office for a term of one (1) year and are eligible for re-election. The individuals elected to these offices shall hold their respective offices until their resignation, removal or other disqualification from service or until their term expires and their respective successors shall be elected.

Section 4.3: Subordinate Officers. The Board may elect, and may empower the Chair to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4.4: Removal. Any officer may be removed, either with or without cause, by the majority vote of the Board at any time or, except for an officer chosen by the Board, by any officer upon whom the Board may confer such power of removal. Any such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 4.5: Resignation. Any officer may resign at any time by giving written notice to the Board; such resignation may not prejudice the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6: Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 4.7: Chair. Subject to such powers, the Chair is the chief executive officer of the corporation. The Chair shall preside at all meetings of the Board. The Chair has the general management powers and duties usually vested in the office of the Chair and general manager of a corporation as well as such other powers and duties as the Board may prescribe from time to time. The Chair shall sign on behalf of the corporation all deeds, contracts, and other instruments binding upon the corporation unless otherwise expressly directed by the Board and shall have a general supervision over all of the property, business, and interests of the corporation.

Section 4.8: Vice Chairs. In the absence or disability of the Chair, the Vice Chair(s), if any are appointed shall, in order of their ranks as fixed by the Board or, if not ranked, the Vice Chair designated by the Board, perform all duties of the Chair and, when so acting, shall have all the powers of, and subject to all the restrictions upon, the Chair. The Vice Chair(s) shall have such other powers and perform such other duties as the Board may prescribe from time to time.

Section 4.9: Financial Coordinator.

a. The Financial Coordinator shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all times be open to inspection by any Director.

b. The Financial Coordinator shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositaries as may be designated from time to time by the Board. The Financial Coordinator shall disburse, or cause to be disbursed, the funds of the corporation as may be ordered by the Board, and shall render, or cause to be rendered, to the Directors, upon request, an account of all transactions and of the financial condition of the corporation. The Financial Coordinator shall present, or cause to be presented, an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Financial Coordinator shall have such powers and perform such other duties as may be prescribed from time to time by the Board.

ARTICLE 5
COMMITTEES

Section 5.1: The Board may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, create one or more standing or ad hoc committees, each consisting of at least one (1) member of the Board, to serve at the pleasure of the Board.

ARTICLE 6
OTHER PROVISIONS

Section 6.1: Validity of Instrument. Subject to the provision of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the Chair or any Vice Chair and the Financial Coordinator of the corporation, unless the other person has actual knowledge that the signing officer has no authority to execute the same. Any such instruments may also be signed by the Board or a designated member of the Board.

Section 6.2: Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Nonprofit Corporation Law of the state of Utah shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both the corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

Section 6.3: Fiscal Year. The fiscal year of the corporation shall be set by the Board.

Section 6.4: Conflict of Interest. Any Director, officer, key employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the corporation's interest.

Section 6.5: Interpretation of Charter. In any instance in which the provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of the Charter shall control.

ARTICLE 7
INDEMNIFICATION

Section 7.1: Indemnification of Directors and Corporation Agents. The corporation hereby declares that any person who serves at its request as a Director, officer, employee, Chair, or member of any committee, or on behalf of the organization as a trustee, Director, or officer of another organization, whether for profit or not for profit, shall be deemed the corporation's agent for the purposes of this Article and to the extent allowed by law, shall be indemnified by the corporation against expenses (including attorney's fees), judgment, fines, excise taxes, and amounts paid in settlement actually and reasonably incurred by such person who was or is a party or threatened to be made a party to any

threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of such service, provided such person acted in good faith and in a manner he reasonably believed to be in the best interest of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. Except as provided in Section 7.3 below, termination of such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create either a presumption that such person did not act in good faith and in a manner which he reasonably believed to be in the best interest of the corporation or, with respect to any criminal action or proceeding, a presumption that such person had reasonable cause to believe that his conduct was unlawful.

Section 7.2: Indemnification Against Liability to the Corporation. No indemnification shall be made with respect to any claim, issue, or matter as to which a person covered by Section 7.1. shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the corporation unless and only to the extent that the court in which such action, suit, or proceeding was brought shall determine upon application that, despite the adjudication of the liability, but in view of all the circumstances of a case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

Section 7.3: Indemnification of Criminal Actions. No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered in Section 7.1. shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt, but in view of all the circumstances of the case, such person is entitled to indemnification for such expenses, or fines which such court shall deem proper.

Section 7.4: Period of Indemnification. Any indemnification pursuant to this Article shall: (a) be applicable to acts or omissions which occurred prior to the adoption of this Article, and (b) continue as to any indemnified party who has ceased to be a Director, officer, employee, or agent of the corporation and shall inure to the benefit of the heirs and personal representatives of such indemnified party. The repeal or amendment of all or any portion of these Bylaws which would have the effect of limiting, qualifying, restricting any of the powers or rights of indemnification provided or permitted in this Article shall not solely by reason of such repeal or amendment, eliminate, restrict, or otherwise affect the right or power of the corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions which occurred prior to such repeal or amendment

Section 7.5: Advances of Costs and Expenses. The corporation may pay costs and expenses incurred by a Director, officer, employee or agent in defending a civil or criminal action, suit or proceeding, in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the person that he or she shall repay the amount advanced if it is ultimately determined that he or she is not entitled to be indemnified by the corporation as authorized by these Bylaws.

Section 7.6: Personal Liabilities of Directors and Officers. No Director or officer of the corporation shall be personally liable to the corporation for civil claims arising from acts or omissions made in the performance of his or her duties as a Director or officer, unless the acts or omissions are the result of his or her fraud, or malicious or willful misconduct, or the illegal use of alcohol or a controlled substance.

ARTICLE 8
AMENDMENTS

Section 8.1: These Bylaws may be amended or repealed by the vote of a majority of the Board.

SAA Fourth Amended & Restated Bylaws
Board Approval Date: 6-19-20

Back to TOC

Syracuse Arts Academy
Capitalization & Expense Policy

The purpose of this policy is to allow for accounting to depreciate rather than expense qualified inventory items.

Items and purchases which total over $5,000.00, and which have a life of more than 3 years, shall be depreciated rather than expensed. The period of time items will be depreciated will be based on GAAP (Generally Accepted Accounting Practices). All items with a purchase value less than $5,000.00 will be expensed. The following list is not meant to be exhaustive, but rather to show examples of depreciated and non-depreciated purchases.

Items that may be depreciated:

- Office equipment
- Office furniture
- Copy machines
- Computers & printers
- Kitchen Equipment

Items that may NOT be depreciated:

- Consumables
- Textbooks
- Work books and instructional aids
- Office supplies
- Replacement or repair parts
- Etc.

SAA Capitalization & Expense Policy
REVISION B
Board Approval Date: 9-09-21

Administrative
Carbon Monoxide Response Plan

Syracuse Arts Academy (the "School") has had carbon monoxide (CO) detectors installed in and around the areas of the School where fuel burning appliances are located. Common fuel burning appliances include heating systems (HVAC), gas water heaters, and gas ovens. CO detectors are strategically placed in areas of the School where CO gas may make its way into the building structure or air handling system and adversely affect occupants of the School.

Upon receipt of a CO alarm, the School's administration will evacuate the area(s) of the building in which the CO alarm was initiated. Occupants will be moved either within the building to an area where CO alarms have not initiated or to a location outside the building, at the discretion of the administration. The rest of the building will not be evacuated at such time, but will operate as normal. School administration will immediately contact the local fire department.

When the fire department arrives at the School, they will be directed to the location(s) where CO detector sounded an alarm and will be asked to begin measuring for high CO levels in that area and surrounding areas using a handheld meter that determines CO levels. If CO levels greater than 50 ppm are detected in the evacuated area but not in any other area of the School, the evacuated area will remain vacant until any faulty or defective equipment causing the release of CO can be identified and repaired or replaced and the area is re-tested and shows CO levels less than 50 ppm.

If the local fire department detects CO levels greater than 50 ppm in areas other than the evacuated area, the entire building will be evacuated immediately and the following entities and persons will be notified by School administration:

- Natural gas utility/Dominion Energy;
- Academica West;
- School maintenance crews, as needed (e.g., crews maintaining School's HVAC, plumbing, and kitchen equipment).

Under these circumstances, the building will not be occupied again until all faulty or defective equipment can be identified and repaired or replaced and the entire building is re-tested and shows CO levels less than 50 ppm.

If the fire department does not detect any CO levels above 50 ppm with the handheld meter, the affected CO detector will be replaced, the system will be restored to normal operation, and the evacuated area of the building will be re-occupied.

Back to TOC

Syracuse Arts Academy
Cash Handling Policy

Syracuse Arts Academy (the "School") adopts this policy to ensure that the School utilizes sound internal controls and properly handles cash received by School personnel.

The Campus Principal will designate at least two (2) School employees for their respective buildings who are authorized to handle cash paid to the School, and only those employees may handle cash for the School. The Campus Principal will ensure that all employees who they have authorized to handle cash receive appropriate annual training.

Receipts must be issued for all cash received by the School.

All cash received must be deposited no later than once every three (3) banking days. Two individuals should prepare each deposit using tamper resistant deposit bags.

The Campus Principal may establish additional procedures associated with the handling of cash that are not inconsistent with this policy or applicable laws and regulations.

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

SAA Cash Handling Policy
REVISION A
Board Approval Date: 10-05-17

Syracuse Arts Academy
Catastrophic Sick Leave Bank Policy

1. Catastrophic is defined as a severe illness, severe physical condition, or severe injury producing a life threatening or severely incapacitating condition for which extensive medical treatment or prolonged absence from work is necessary. Only catastrophic medical problems will be considered for leave withdrawals from the Catastrophic Sick Leave Bank (CSLB). Illness, injury, or medical problems of a short-term nature shall not be considered.

2. Access to the CSLB is not a right and will be authorized at the discretion of the Catastrophic Sick Leave Bank Committee (the "Committee"), which considers multiple factors regarding the employee and the medical needs surrounding the catastrophic leave request.

3. The Committee is comprised of five (5) members who are employees of Syracuse Arts Academy ("SAA"). Committee members will be appointed and may be removed by the Lead Director. Members serve for a 4-year term and may not serve for more than two (2) consecutive terms. If a committee member resigns, is removed or leaves the school, the Lead Director will appoint a replacement. The Committee will have a facilitator who is not a voting member of the Committee and who is appointed by and may be removed by the Lead Director.

4. Any employee who receives Personal Time Off (PTO) days is eligible to contribute to the CSLB. In order to obtain membership in the CSLB, employees must complete the sign-up form, which both the employee and their campus principal will sign.

5. Full-time employees must donate one (1) PTO day per school year to the CSLB before September 1 of each school year. **Part-time employees must donate a proportionate number of PTO days based on their hours (Ex: A 0.5 FTE part-time employee must donate ½ PTO day per year to the CSLB.). Additionally, part-time employees are eligible to receive a proportionate number of sick leave days from the CSLB (Ex: A 0.5 FTE part-time employee is eligible to receive (10) days for family members and (20) days for personal sick leave.).**

6. Once an employee has signed up for membership in the CSLB, they will remain members until they withdraw their membership or fail to donate the required PTO day.

7. A request to withdraw membership from the CSLB must be in writing and submitted to the campus principal. If a member withdraws, any PTO days that have been contributed will remain in the CSLB.

8. Only employees who have contributed to the CSLB and who have or will have depleted their PTO balance shall be eligible to receive sick leave days from the CSLB.

9. Sick leave days can only be received from the CSLB for the catastrophic illness of the employee or for necessary care for a catastrophically ill spouse, parent, or child. A maximum of (20) days can be received to care for a family member.

10. All requests for sick leave from the CSLB must be in writing. Employees should not contact members of the Committee but should submit all requests through the campus principal.

11. All requests must include the reasons for the request and written verification from the employee's health care professional indicating the specific nature and severity of the illness or health care problems including the projected recovery date.

12. In order to determine eligibility, SAA reserves the right to request a second medical opinion at the school's expense. The Committee will review all information in making the final decision.

13. Withdrawals from the CSLB shall not exceed (40) days per employee during their employment with SAA. The Committee may award a portion of the (40) days retroactively.

14. An employee is limited to one life-time benefit. If there are mitigating circumstances, a member may appeal once to the Committee, but no employee may receive sick leave from the CSLB more than twice for the duration of their employment with SAA.

15. If the employee and their health care professional determine that the recovery time will exceed the maximum allowable sick leave that the employee is eligible for under this policy, the employee should apply for long term disability, if eligible, or consider medical leave or separation from the School.

16. If the applicant is eligible for Family Medical Leave (FMLA), the administration and the Human Resources Department of Academica West will work with the applicant to apply for and obtain FMLA leave.

17. Employees who receive leave from the CSLB will continue to receive their employee stipend while on leave.

18. The Committee will meet as needed, with a minimum of five (5) business day notice, to consider requests for leave. A minimum of four (4) committee members is required for a quorum. Requests for leave are only granted on an affirmative vote of 75% of the members present.

19. Employees receiving sick leave from the CSLB can only use leave for the reason for which it was granted, as indicated by their health care professional. Employees should follow instructions from their health care professional and should not work elsewhere or vacation while using sick leave from the CSLB.

20. Working or vacationing while using this leave is cause for corrective action including termination. SAA has the right to investigate abuse of leave received from the CSLB. If there is abuse, the employee may be required to pay back to the school the sick leave days used.

21. Employees are required to be available during regular working hours and are expected to attend meetings, professional development, etc. as required by the campus principal unless excused in writing by their health care professional.

22. All appeals regarding Committee denials of CSLB leave shall be in writing to the Lead Director. PTO days contributed to the CSLB and not used during a school year will be carried over to the next year. If at the beginning of any year (July 1st), at least four (4) members of the committee believe that the CSLB is adequately funded for the coming year, they may vote to not require the donation of an additional PTO days from existing members for that year. However, anyone not previously a member who desires to become a member must still donate a PTO day to the CSLB.

Catastrophic Sick Leave Bank Policy
Board Approval Date: 6-09-18

Syracuse Arts Academy
Child Abuse & Neglect Reporting Policy

POLICY

Syracuse Arts Academy (the "School") takes seriously the legal responsibility of its personnel to protect the physical and psychological well-being of its students. We believe that the School's personnel have an important role to play in the elimination of child abuse because they are in a unique position to observe children over extended periods of time on a daily basis.

Utah law requires that whenever any person, including any school employee, contracted or temporary employee, or volunteer who has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in sexual abuse, physical abuse, or neglect, he/she shall immediately notify the nearest peace officer, law enforcement agency, or the Division of Child Family Service. The law provides serious penalties for failure to fulfill one's duty to report.

This policy is intended to comply with the provisions of Utah Code Ann. §§53E-6-701; 62A-4a-402, et seq. and Utah Administrative Rules R277-401 and to help the School's personnel to understand and fulfill their legal responsibilities concerning child abuse.

23. If a School employee ***has reason to believe*** that a child may have been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in such, the employee shall immediately make an oral report to the nearest peace officer, law enforcement agency or Division of Child Family Service ("DCFS"). The employee shall also make a report and to the School's Principal, but the requirement to notify the Principal does not satisfy the employee's personal duty to report to law enforcement or DCFS.

    a. The oral report to law enforcement or DCFS may be made with the Principal present, but must be made by the person making the report.

    b. The reporting employee must record the name of the individual and the agency contacted to make the required report.

    c. The reporting employee must complete and provide a copy of the Child Abuse and Neglect Reporting Form to the Principal within twenty-four (24) hours. The Principal will keep the form in a separate file, and it shall not be placed in the student's permanent file. The form should also be sent to the agency to which the oral report was given.

    d. The Principal will preserve the anonymity of the person making the report and any others involved in any investigation.

24. To determine whether or not there is ***reason to believe*** that abuse or neglect has occurred, school employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.

    a. Investigations by staff prior to submitting a report shall not go beyond what is minimally necessary to support a reasonable belief that a reportable problem exists.

    b. It is not the responsibility of the Principal or any other school employees to prove who the abuser is or that the child has been abused or neglected, or to determine whether the child is in need of protection.

    c. School employees shall not contact the parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.

    d. School employees shall not conduct interviews with the child or contact the suspected abuser.

    e. Notes of voluntary or spontaneous statements by the child shall be given to the investigational agency.

25. Investigations of reports of abuse for children seventeen (17) years of age and younger are the responsibility of DCFS.

    a. School employees shall not contact the child's parents, relatives, friends, neighbors, etc. for the purpose of determining the cause of the injury and/or apparent neglect.

    b. School personnel shall cooperate with DCFS and share all information with the division that is relevant to the division's investigation of an allegation of abuse or neglect. Additionally, School employees shall cooperate with DCFS and law enforcement employees authorized to investigate reports of alleged child abuse and neglect, including:

        i. allowing appropriate access to students;
        ii. allowing authorized agency employees to interview children consistent with DCFS and local law enforcement protocols;
        iii. making no contact with the parents or legal guardians of children being questioned by DCFS or law enforcement authorities; and
        iv. maintaining appropriate confidentiality.

    c. If school officials are contacted by parents about child abuse reports, school personnel shall not confirm or deny that a contact or investigation is taking place. A school employee should refer the caller to law enforcement or DCFS.

26. If the suspected perpetrator of child abuse or neglect is a School employee, the Principal shall immediately report the allegation to the Utah State Board of Education. Steps shall be taken to assure that further abuse or neglect is prevented by the suspected perpetrator.

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

28. The Principal shall annually (a) provide each School employee with the written Child Abuse and Neglect Reporting Policy including a copy of the Child Abuse and Neglect Reporting Form and (b) notify each School employee of the mandatory reporting requirements of this Policy and Procedure and Utah Code Sections 53E-6-701 and 62A-4a-403. Newly hired staff will be provided with the same training and/or written policy at the beginning of their employment. The training and/or distribution of materials will be documented.

29. The Principal will provide School personnel every other year with training and instruction on child sexual abuse and human trafficking prevention and awareness, including (a) responding to a disclosure of child sexual abuse in a supportive, appropriate, manner; (b) identifying children who are victims or may be at risk of becoming victims of human trafficking or commercial sexual exploitation; and (c) the mandatory reporting requirements of this Policy, Utah Code 53E-6-701 and 62A-4a-403. Newly hired staff will be provided with the same training and the written policy at the beginning of their employment.

30. The Principal will provide the parents or guardians of elementary school students with training and instruction every other year on child sexual abuse and human trafficking prevention and awareness, including (a) recognizing warning signs of a child who is being sexually abused or who is a victim or may be at risk of becoming a victim of human trafficking or commercial sexual exploitation and (b) effective, age-appropriate methods for discussing the topic of child sexual exploitation.

31. The training and distribution of materials will be documented.

32. Educational neglect means that, after receiving a notice of compulsory education violation under Utah Code Section 53G-6-202, the parent or guardian fails to make a good faith effort to ensure that the child receives an appropriate education.

    a. When School personnel have reason to believe that a child may be subject to educational neglect, school personnel shall submit the report described in Utah Code Subsection 53G-6-202(8) to DCFS.

When School personnel have a reason to believe that a child is subject to both educational neglect and another form of neglect or abuse, School personnel may not wait to report the other form of neglect or abuse pending preparation of a report regarding educational neglect.

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CONFIDENTIAL

Child Abuse & Neglect Reporting Form

ORAL REPORT MADE TO PRINCIPAL:	
Date:	**Time:**

CHILD'S INFORMATION:			
Name:	**Age:**	**Sex:**	**Birth Date:**
Address:			

PARENT/GUARDIAN INFORMATION:	
Father Name:	**Mother Name:**
Father Address:	**Mother Address:**
Father Phone:	**Mother Phone:**
Guardian #1 Name:	**Guardian #2 Name:**
Guardian #1 Address:	**Guardian #2 Address:**
Guardian #1 Phone:	**Guardian #2 Phone:**

DATE AND TIME OF OBSERVATIONS	
Date:	**Time:**

CIRCUMSTANCES LEADING TO THE SUSPICION THAT THE CHILD IS A VICTIM OF ABUSE OR NEGLECT:

ADDITIONAL INFORMATION:

Oral Report Made To:	Written Report Made To:
Agency:	**Agency:**
Individual's Name:	**Individual's Name:**
Date:	**Date:**
Time:	**Time:**

Reporting Individual:		Principal:	
Name:		Name:	
Date:		Date:	
Signature		Signature:	

<u>*DO NOT PLACE THIS FORM IN THE STUDENT'S CUM FILE***</u>**

Syracuse Arts Academy
Civil Rights Policy

Policy Against Discrimination, Harassment and Sexual Harassment

It is policy of Syracuse Arts Academy (the "School") not to discriminate on the basis of sex, race, color, national origin, creed, religion, age, marital status, or disability in its educational programs, activities, or employment policies as required by Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The policy against non-discrimination applies in all aspects of the School's programs and activities, including but not limited to admissions and the administration of discipline.

It shall be a violation of this policy for any student or employee of the School to harass a student or an employee through conduct or communication in any form as defined by this policy or to retaliate against any individual for filing, receiving, investigating, or providing information concerning any complaint alleging violation of a federal civil rights law under this policy.

This policy will be posted on the School's website and distributed as part of the annual online registration process.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Acts of 1964 is a federal law that prohibits discrimination on the basis of race, color, or national origin. In compliance with Title VI, the School prohibits all discriminatory practices, including but not limited to the following:

1. Preventing a person from enrolling in a school, class, or extracurricular school activity based on race, color, or national origin.

2. Arbitrarily placing a student in a school or class with the intent of separating the student from the general population of students because of the student's race, color, or national origin.

3. Setting higher standards or requirements as a prerequisite before allowing minorities to enroll in a school, class, or activity.

4. Unequally applying disciplinary action based on a student's race, color, or national origin.

5. Failing to provide the necessary language assistance to allow limited English proficient students the same opportunity to learn as English proficient students.

6. Administering tests or other evaluative measures, which by design or by grading do not allow minority students the same opportunity to present a true measure of their abilities.

7. Providing advice or guidance to minority with the intent to direct minority students away from schools, classes, or educational activities based on their race, color, or national origin.

8. Providing instructional and related services to minority students that are inferior to those provided to non-minority students.

Title IX of the Education Amendments of 1972

Title IX of the Education Amendments of 1972 is a federal law that prohibits discrimination on the basis of sex in providing educational programs and services.

It is policy of the School not to discriminate against any student, employee, or applicant on the basis of sex. The School will ensure that no student will be excluded from participating in or having access to any course offerings, student athletics, or other school resources based on unlawful discrimination. The School will take all necessary steps to ensure that each employee's work environment is free of unlawful discrimination based on sex. No employee of the School, including any person representing the School, shall intimidate, threaten, harass, coerce, discriminate against, or commit or seek reprisal against anyone who participates in any aspect of the discrimination complaint process associated with this policy.

The Lead Director will designate a Title IX Coordinator and provide notice of the name and contact information on the School's website and otherwise as appropriate.

Response to Sexual Harassment

The School will respond promptly in a manner that is not deliberately indifferent to any actual knowledge of sexual harassment in its educational program.

Therefore, in the event of any actual knowledge of sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

The School will thereafter treat complainants and respondents equitably by offering supportive measures to a complainant and by following the grievance process defined below for formal complaints of sexual harassment.

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or any official of the School who has authority to institute corrective measures on behalf of the School, or to any employee of the School. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an

individual as one who has authority to institute corrective measures on behalf of the School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

(a) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;

(b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Schools education program; or

(c) "Sexual assault" as defined by 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Supportive measures" are individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment. The School will make supportive measures available to complainants and respondents, as appropriate, which may include measures such as:

- No-contact orders
- Leaves of absence
- Class schedule changes, teacher reassignment, or other academic adjustments
- Increased monitoring of certain areas

Personnel; Training Requirements

No individual designated by the School as a Title IX Coordinator, investigator, decision-maker, or the facilitator of an informal resolution process will have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

The School will ensure that any individual designated by the School as a Title IX Coordinator, investigator, decision-maker, or the facilitator of an informal resolution process will receive training on the applicable definition of sexual harassment; the scope of the School's educational program and activities; how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

The School will ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Any materials used to train a Title IX Coordinator, investigator, decision-maker, or the facilitator of an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Grievance Process Time Frames

The School will promptly carry out the grievance process for formal complaints of sexual harassment. Unless reasonable cause exists, the School will conclude the grievance process of a formal complaint of sexual harassment within forty-five (45) calendar days of receipt of a formal complaint. Informal resolution processes will be concluded within forty-five (45) calendar days of when the School obtains the parties' voluntary, written consent to the informal resolution process.

The grievance process for formal complaints of sexual harassment may be temporarily delayed, and time frames may be extended by the School for good cause with written notice to the complainant and the respondent that describes the reasons for the delay or extension. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Notice of Formal Complaints of Sexual Harassment

Upon receipt of a formal complaint of sexual harassment, the School will provide the following written notice to the parties who are known:

(a) Notice of the School's grievance process for formal complaints, including any informal resolution process;

(b) Notice of allegations of sexual harassment potentially constituting sexual harassment as defined in 34 C.F.R. § 106.30, including sufficient details known at the time and with sufficient time for the respondent to prepare a response before any initial review. Sufficient details include the identities of the parties involved in the incident, if known; the conduct allegedly constituting sexual harassment under 34 C.F.R. § 106.30; and the date and location of the alleged incident, if known.

The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.

The written notice will inform the parties that they are prohibited from knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of an investigation, the School decides to investigate allegations about the complainant or respondent that are not included in the notice provided above, the School will provide notice of the additional allegations to the parties whose identities are known.

Grievance Process for Formal Complaints of Sexual Harassment

A "formal complaint" means a document, including an electronic submission, filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the recipient investigate the allegation of sexual harassment. Formal complaints should be filed with the Title IX Coordinator.

In response to a formal complaint of sexual harassment, the School will follow the grievance process set forth below and in accordance with 34 C.F.R. § 106.45. The grievance process for formal complaints will treat complainants and respondents equitably. Before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent in connection with a formal complaint, the School will follow this policy and applicable legal requirements.

The grievance process for formal complaints will provide remedies to a complainant where a determination of responsibility has been made against the respondent. Such remedies may include the same individualized services included in the supportive measures. However, such remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

The grievance process for formal complaints will involve an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

The grievance process for formal complaints will be conducted with a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Following a determination of responsibility for sexual harassment, the School will take prompt remedial action, including appropriate disciplinary actions. These actions may include, for a respondent who is a student, disciplinary actions in accordance with the School's Student Conduct and Discipline Policy, which may include suspension or expulsion. These actions may include, for a respondent who is an employee, discipline up to and including termination.

The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard. This standard will be applied to all formal complaints of sexual harassment, including formal complaints against both students and employees.

The grievance process for formal complaints will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

The School will investigate the allegations in a formal complaint of sexual harassment. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in 34 C.F.R. § 106.30 even if proved, did not occur in the School's educational program, or did not occur against a person in the United States, then the School must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX. Such a dismissal does not preclude action under another provision of the School's policies.

The School may also dismiss a formal complaint of sexual harassment, or any allegations in the complaint, if at any time during the investigation (a) a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; (b) the respondent is no longer enrolled or employed by the School; or (c) specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint of sexual harassment as provided above, the School will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties.

The School may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

When investigating a formal complaint of sexual harassment and throughout the grievance process, the School will do the following:

(a) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties provided that the School cannot access, consider, disclose, or otherwise use medical and psychological records of the party without the party's consent, as provided in 34 C.F.R. § 106.45(b)(5)(i);

(b) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

(c) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

(d) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

(e) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

(f) Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) days to submit a written response, which the investigator will consider prior to completion of the investigative report. The School will make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and

(g) Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

The School will not conduct a hearing on formal complaints of sexual harassment. After the School has sent the investigative report as provided above and before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers provided, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility. To reach this determination, the School must apply the standard of evidence described above. The written determination must include the following:

(a) Identification of the allegations potentially constituting sexual harassment as defined in 34 C.F.R. § 106.30;

(b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with

parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

(c) Findings of fact supporting the determination;

(d) Conclusions regarding the application of the School's policies to the facts;

(e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School imposes on the respondent, and whether remedies designed to restore or preserve equal access to the School's education program will be provided by the School to the complainant; and

(f) The School's procedures and permissible bases for the complainant and respondent to appeal.

The School will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the School provides the parties with the written determination of the result of an appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator (and the Lead Director, if the Title IX Coordinator is not the Lead Director) is responsible for effective implementation of any remedies.

Nothing in this Policy precludes the School from removing a respondent from the School's education program or activity on an emergency basis, provided that the School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Nothing in this this Policy precludes the School from placing a non-student employee respondent on administrative leave during the pendency of a grievance process under this Policy. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

Appeals

The School will offer both parties an appeal from a determination regarding responsibility, and from the School's dismissal of a formal complaint of any allegations therein, on the following bases: (a) Procedural irregularity that affected the outcome of the matter; (b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and (c) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants

or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Appeals must be submitted to the Title IX Coordinator in writing within ten (10) business days of receipt of the written determination regarding responsibility.

As to all appeals, the School will (a) Notify the other party in writing within five (5) business days when an appeal is filed and implement appeal procedures equally for both parties; (b) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator; (c) Ensure that the decision-maker(s) for the appeal complies with the standards for decision-makers set forth above and in in 34 C.F.R. § 106.45(b)(1)(iii); (d) Give both parties a reasonable, equal opportunity to submit, within ten (10) business days, a written statement in support of, or challenging, the outcome; (e) Issue, within ten (10) business days of receipt of both parties' written statements, a written decision describing the result of the appeal and the rationale for the result; and (f) Provide the written decision simultaneously to both parties.

Informal Resolution

The School will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment as provided above. Similarly, the School will not require parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

However, at any time prior to reaching a determination regarding responsibility the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School:

(i) Provides to the parties a written notice disclosing: the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

(ii) Obtains the parties' voluntary, written consent to the informal resolution process; and

(iii) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Recordkeeping

The School will maintain for a period of seven years records of:

(a) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the School's education program;

(b) Any appeal and the result therefrom;

(c) Any informal resolution and the result therefrom; and

(d) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The School will make these training materials publicly available on its website.

For each response to sexual harassment required above and under 34 C.F.R. § 106.44, the School will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the School will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the School's education program. If the School does not provide a complainant with supportive measures, then the School will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the School in the future from providing additional explanations or detailing additional measures taken.

Retaliation

The School and its personnel will not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for policy violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, constitutes retaliation. The School will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to the School's grievance procedures for sex discrimination.

The exercise of rights protected under the First Amendment does not constitute prohibited retaliation.

Charging an individual with a policy violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute prohibited retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973

Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 are federal laws that prohibit discrimination on the basis of disability. The School does not discriminate on the basis of disability in admission or access to, or treatment or employment in, its programs and activities. Because of the affirmative obligation under Section 504 to provide a free appropriate public education as well as to avoid harassment and discrimination based on disability, the Lead Director may establish additional procedures regarding issues related to compliance with Section 504.

Other Complaint Procedures

Any person who believes he or she has been the victim of discrimination or harassment by another student or an employee of the School, or any third person with knowledge of conduct that may constitute discrimination or harassment should immediately report the alleged acts to the Lead Director. Notice of sexual harassment should be given to the Title IX Coordinator designated by the Lead Director.

If the complaint is against the Lead Director, the complaint should be submitted to the president of the School's Board of Directors.

The School is committed to investigating all complaints of discrimination or harassment under federal civil rights laws and will take action to stop any harassment or discrimination that is discovered.

The Lead Director will establish a process for handling complaints alleging harassment or discrimination under federal civil rights laws that complies with applicable legal requirements.

Any complaints related to the School's lunch program will be reported to the Utah State Office of Education, Child Nutrition Programs.

Compliance Officer

The Lead Director is designated the compliance officer for all federal civil rights matters under any of the foregoing federal laws and shall coordinate the School's efforts to comply with federal civil rights laws. Any questions concerning this policy should be directed to the School's Lead Director.

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Syracuse Arts Academy
Concussion & Head Injury Policy

POLICY

The purpose of this policy is to protect the safety and health of Syracuse Arts Academy (the "School") students. The School recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and other recreational activities. The School acknowledges that the risk of serious injuries is significant when a concussion or head injury is not properly evaluated and managed, especially when the individual continues to participate in physical activities after the injury.

Accordingly, the School will comply with the provisions of Utah Code § 26-53-101 through -301 and R277-614 regarding the protection of athletes with head injuries. In order to protect the health and safety of its students, the School directs the Principal to establish administrative procedures consistent with this policy and applicable law.

SAA Concussion & Head Injury Policy
Board Approval Date: 9-01-11
Ratified Date: 2-13-14

Concussion & Head Injury
Administrative Procedures

These procedures are established pursuant to the Concussion and Head Injury Policy established by the School's Board of Directors.

A concussion is a type of traumatic brain injury that interferes with normal function of the brain. It occurs when the brain is rocked back and forth or twisted inside the skull as a result of a blow to the head or body. What may appear to be only a mild jolt or blow to the head or body can result in a concussion. A concussion can occur even if a player or student in an activity is not knocked out or loses consciousness.

The School will ensure that each agent of the School is familiar with, and has a copy of, the Concussion and Head Injury Policy and these Procedures. Before permitting a child to participate in a sporting event of the School, the School will:

(a) provide a written copy of the Concussion and Head Injury Policy and these Procedures to a parent or legal guardian of a child; and

(b) obtain the signature of a parent or legal guardian of the child, acknowledging that the parent or legal guardian has read, understands, and agrees to abide by, the Concussion and Head Injury Policy and these Procedures.

The following definitions apply to these Procedures:

(1) "Agent" means a coach, teacher, employee, representative, or volunteer.

(2) "Qualified health care provider" means a health care provider who:

(a) is licensed under Title 58, Occupations and Professions; and

(b) may evaluate and manage a concussion within the health care provider's scope of practice.

(3) "Sporting event" means any of the following athletic activities that is organized, operated, managed, or sponsored by the School:

(a) a game;

(b) a practice;

(c) a sports camp;

(d) a physical education class;

(e) a competition; or

(f) a tryout.

(4) "Traumatic head injury" means an injury to the head arising from blunt trauma, an acceleration force, or a deceleration force, with one of the following observed or self-reported conditions attributable to the injury:

(a) transient confusion, disorientation, or impaired consciousness;

(b) dysfunction of memory;

(c) loss of consciousness; or

(d) signs of other neurological or neuropsychological dysfunction, including:
(i) seizures;
(ii) irritability;
(iii) lethargy;
(iv) vomiting;
(v) headache;
(vi) dizziness; or
(vii) fatigue.

The following signs and symptoms following a witnessed or suspected blow to the head or body are indicative of probable concussion:

Signs (observed by others):

- Student appears dazed or stunned
- Confusion
- Forgets plays
- Unsure about game, score, opponent
- Moves clumsily (altered coordination)
- Balance problems
- Personality change
- Responds slowly to questions
- Forgets events prior to hit
- Forgets events after the hit
- Loss of consciousness (any duration)

Symptoms (reported by student):

- Headache
- Fatigue
- Nausea or vomiting
- Double vision, blurry vision
- Sensitive to light or noise
- Feels sluggish
- Feels "foggy"
- Problems concentrating
- Problems remembering

The School will (a) immediately remove a child from participating in a sporting event of the School if the child exhibits signs, symptoms, or behaviors consistent with a concussion or is otherwise suspected of sustaining a concussion or a traumatic head injury; and (b) prohibit the child from participating in a sporting event of the School until the child:

(i) is evaluated by a qualified health care provider who is trained in the evaluation and management of a concussion; and

(ii) provides the School with a written statement from the qualified health care provider described in Subsection (1)(b)(i) stating that:

(A) the qualified health care provider has, within three years before the day on which the written statement is made, successfully completed a continuing education course in the evaluation and management of a concussion; and

(B) the child is cleared to resume participation in the sporting event of the School.

The school will follow any return-to-play guidelines established by the student's qualified health care provider.

Emergency Procedures

The following situations constitute a medical emergency and require notification of emergency medical personnel:

(1) Any student with a witnessed loss of consciousness (LOC) of any duration should be spine boarded and transported immediately to nearest emergency department via emergency vehicle.
(2) Any student who has symptoms of a concussion, and who is not stable (i.e., condition is worsening), should be transported immediately to the nearest emergency department via emergency vehicle.
(3) A student who exhibits any of the following symptoms should be transported immediately to the nearest emergency department, via emergency vehicle:
    a. Deterioration of neurological function
    b. Decreasing level of consciousness
    c. Decrease or irregularity in respirations
    d. Any signs or symptoms of associated injuries, spine or skull fracture, or bleeding
    e. Mental status changes: lethargy, difficulty maintaining arousal, confusion or agitation
    f. Seizure activity

A student who is symptomatic but stable may be transported by his or her parents. The parents should be advised to contact the student's primary care provider or seek care at the nearest emergency department on the day of the injury.

Guidelines and Procedures for Coaches and Teachers Supervising Contests and Games

Recognize concussion

1. All agents of the school should become familiar with the signs and symptoms of concussion that are described above.
2. Agents of the school shall have appropriate training about recognizing and responding to traumatic head injuries, consistent with the employees' responsibilities for supervising students and athletes.

Remove from activity

Any student who exhibits signs, symptoms, or behaviors consistent with a concussion (such as loss of consciousness, headache, dizziness, confusion, or balance problems) shall be immediately removed from the sporting event and shall not return to play until cleared by an appropriate health care professional.

Refer the athlete/student for medical evaluation

1. The school's agent is responsible for notifying the student's parent(s) of the injury.
    a. Contact the parent(s) to inform a parent of the injury. Depending on the injury, either an emergency vehicle will transport or parent(s) will pick the student up at the event for transport.
    b. A medical evaluation is required before returning to play.
2. In the event that a student's parent(s) cannot be reached, and the student is able to be sent home (rather than directly to a doctor):
    a. The school's agent should ensure that the student will be with a responsible individual who is capable of monitoring the student and understanding the home care instructions before allowing the student to go home.
    b. The school's agent should continue efforts to reach a parent.
    c. If there is any question about the status of the student, or if the student cannot be monitored appropriately, the student should be referred to an Emergency Department for evaluation. An school's agent should accompany the student and remain with the student until a parent arrives.
    c. The school's agent shall provide for supervision of other students for whom he or she is responsible when accompanying the injured student.

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Syracuse Arts Academy
Concussion & Head Injury Policy
Parent Acknowledgement Form

I acknowledge that I have read, understand, and agree to abide by, the Concussion and Head Injury Policy and Procedures.

Name of Student: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Date: _____

Syracuse Arts Academy
Conflict of Interest Policy

PURPOSE

Syracuse Arts Academy (the "School") understands the importance of fairness and openness in the School's business and employment transactions. The purpose of this policy is to protect the School and ensure fair and open dealings in connection with any transaction or arrangement that could benefit the private interest of an officer or director of the School and when a family member of a Board member is considered for employment at the School.

POLICY

Board Member Conflict of Interest

Board Member Compensation

A Board member shall not furnish to the School directly and for compensation any labor, equipment, or supplies. Compensation includes direct or indirect remuneration as well as gifts or favors that are not insubstantial.

A Board member shall not have any direct or indirect financial interest in a contract or other arrangement with the School. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (i) an ownership or investment interest in any entity with which the School has a transaction or arrangement; (ii) a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or; (iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Duty to Disclose and Determination

In connection with any actual or potential conflict of interest, an interested person must disclose to the Board of Directors the existence of a compensation arrangement or financial interest in any contract or other arrangement with the School. An "interested person" is any director who has a direct or indirect financial interest in a contract or other arrangement with the School.

After disclosure of the financial interest to the Board of Directors and discussion of all material facts, the interested person shall leave the meeting while the Board of Directors discusses the situation and determines whether a conflict of interest exists. The interested person must abstain from voting on the issue.

The meeting minutes shall contain the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or potential conflict of interest, the nature of the financial interest, the names of all directors present at the meeting, and a record of any action taken by the Board.

Employment of Relatives

Neither Board members nor any relative of a Board member may be an employee of the School.

A relative of a current Board member may not serve on the Board.

Volunteer activities of a Board member or a Board member's relative are not prohibited by this policy but may be prescribed by policies developed and approved by the Board.

For purposes of this policy, a "relative" is defined as:

- Spouse
- Parent or grandparent or spouse or anyone who took the place of a parent or grandparent, including step-parents and step-grandparents
- Child or child's spouse, including step-children and current foster children
- Grandchild or grandchild's spouse, including step grandchildren
- Sibling or sibling's spouse, including step and half-siblings
- Aunt or uncle or their spouse
- Niece or nephew or their spouse
- First cousin or their spouse
- Brother-in-law, sister-in-law, son-in-law, or daughter-in-law or their spouse

SAA Conflict of Interest Policy
REVISION A
Board Approval Date: 6-21-13

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Syracuse Arts Academy
Course Substitution Policy

POLICY

Syracuse Arts Academy (the "School") offers classes satisfying the Grade 7-8 General Core Requirements specified in R277-700-5(3). In accordance with R277-700-5(7), the School may, upon request and with parental consent, substitute a course requirement with a course, extracurricular activity, or experience that is either (a) similar to the course requirement or (b) consistent with the student's plan for college and career readiness.

Course substitution requests and parental consent must be provided to the Campus Principal in writing and must (a) identify the course requirement seeking to be substituted; (b) identify and describe the desired course, extracurricular activity, or experience to be substituted for the course requirement; (c) explain how the desired course, activity or experience is similar to the course requirement and/or consistent with the student's plan for college and career readiness; and (d) explain why it is in the student's best interest to substitute the desired course, activity, or experience for the course requirement.

The Campus Principal will decide whether to grant course substitution requests based on the Campus Principal's determination of what is in the student's best interest and other relevant factors related to the specific request.

Appeal Process

A parent who is dissatisfied with the Campus Principal's decision regarding a course substitution request may appeal that decision to the Board President in writing within ten (10) days of the decision. The written appeal should provide all relevant information regarding the request and the Campus Principal's decision.

The Board President or another Board member designated by the Board President will review the appeal and the Campus Principal's response and determine whether the course substitution request should be granted. The Board President or their designee will notify the parent of the decision on the appeal in writing within ten (10) days of receiving the appeal. This decision will be final.

SAA Course Substitution Policy
Board Approval Date: 10-04-18

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Syracuse Arts Academy
Credit Card Policy

PURPOSE

The purpose of this policy is to authorize the Lead Director to obtain credit cards for employees of Syracuse Arts Academy (the "School") and to establish procedures for use of credit cards to make purchases for the School.

POLICY

Credit Card Account

Academica West has established a corporate credit card account under which the School can have individual credit cards issued for authorized School employees.

The School will be billed monthly for charges associated with purchases made with cards issued to School employees. The School will be responsible for full payment of all such charges each month and will reimburse Academica West for any costs associated with unpaid charges from purchases by School employees.

The total credit limit for all cards issued to School employees will be $75,000. However, in the event a purchase needs to be made that exceeds this amount, the credit limit may be temporarily increased to $100,000 with the approval of the Lead Director.

Procedures for Issuing Cards

The Lead Director and Campus Principals will be issued a credit card and may authorize other School employees to receive credit cards. The Lead Director will coordinate the issuance of credit cards to School employees with Academica West.

The Lead Director will ensure that all employees to whom cards are issued are aware of and receive appropriate training regarding the policies and procedures applicable to their use of the card.

Procedures for Making Purchases

School credit cards issued to School employees under this policy may only be used for legitimate business purposes. School credit cards may not be used for cash advances or ATM transactions for any reason. School credit cards may not be used for the purchase of alcohol. School credit cards are intended for purchases that cannot otherwise be paid for by check using standard payment methods, including purchases from vendors that do not accept checks, purchases during travel, or emergency purchases.

The person to whom a School credit card is issued and whose name is on the card (the "cardholder") is solely responsible for all purchases on the card and for ensuring that the credit

card number is not used by unauthorized personnel. As such, the cardholder shall not share their card number with anyone. In addition, the credit card should not be stored in an online account that anyone other than the cardholder has access to.

All purchases with a School credit card must be authorized in accordance with the School's Purchasing and Disbursement Policy and must comply with all applicable procurement requirements. Documentation of purchase approvals will be retained.

The cardholder is responsible for receiving, printing and retaining all receipts related to purchases made with the School credit card. The cardholder shall label all receipts with a description of what it is for to ensure proper coding. All receipts must be submitted to Academica West within one week of the closing date of the account statement.

Upon the termination of a cardholder's employment for any reason, their School credit card must be cancelled immediately and returned to the Lead Director.

All purchases made with School credit cards will be reconciled by Academica West monthly in order to ensure that all receipts are present and that all purchases have been made in accordance with School policies.

Violation of policies and procedures regarding use of School credit cards, including not retaining documentation of purchases or making personal purchases, may result in card cancellation, disciplinary action, or criminal prosecution. If the School disputes a purchase made with the School credit card, the School may dispute the charge and may hold the cardholder responsible for the charge.

The Lead Director and Academica West will develop an internal review plan to periodically select School credit card statements to verify that School policies and procedures are being followed and that purchases are appropriate, documented, and coded to the proper funding sources.

If a School credit card is lost or stolen, the cardholder must immediately contact the Lead Director, and the Lead Director will notify Academica West to have the card cancelled.

SAA Credit Card Policy
REVISION A
Board Approval Date: 2-01-18

Back to TOC

Syracuse Arts Academy
Credit Evaluation Policy

PURPOSE

The purpose of this policy is to ensure equity and fairness to all students when evaluating credit earned at institutions other than Syracuse Arts Academy (the "School") and to be in compliance with Utah State Rule R277-705-3.

POLICY

1. Pursuant with Utah Code § 53A-13-108.5, the School shall accept student credit and grades at face value from public and non-public schools accredited by Northwest Accreditation Council (NWAC) and by regional or third party accrediting associations recognized by NWAC.

2. Requests for acceptance of credit from a school that is not accredited will be referred to the Credit Evaluation Committee for credit determination. The School's Credit Evaluation Committee findings will be based on the following forms of evidence:

    a. Course title and description
    b. List of instructional materials used
    c. Student achievement (progress)
        i. Formative evaluations (sample)
        ii. Summative evaluations (sample)
    d. Correlation of course objectives with the Utah State Core Curriculum standards and objectives
    e. Course length and student attendance
        i. Number of days the class met
        ii. Normal class length
        iii. Number of classes attended by the student
    f. Grading criteria used
    g. Teacher name, qualifications, certifications, endorsements, etc.
    h. Course requirements for credit (representative sample of student work)
    i. Copy of student records
    j. In addition to the forms of evidence listed above, students seeking credit may be required to demonstrate competency through end-of-level testing approved by the School in areas where competency tests are available.

3. The School will have the final decision-making authority for the awarding of credit and grades from non-accredited sources consistent with state law and due process.

4. Costs associated with the determination of credit, including competency level testing, will be borne by the parent/guardian of the student requesting credit consideration.

5. Students released for home instruction do not earn School credits. If students re-enter the School, requests for credit for home instruction studies will be evaluated under the provisions of this policy.

SAA Credit Evaluation Policy
Board Approval Date: 9-16-10
Ratified Date: 1-09-14

DATA CONFIDENTIALITY ADDENDUM

This Data Confidentiality Addendum (the "**Addendum**") is entered into this ___ day of _____, 2017, between **SYRACUSE ARTS ACADEMY**, a Utah nonprofit corporation ("**School**"), and _____ ("**Contractor**").

Recitals

A. School and Contractor are parties to a contract (the "**Contract**") regarding products and/or services to be provided and/or licensed by Contractor to School (the "**Contractor Services**").

B. Utah Code § 53A-1-1410 establishes requirements for contracts between educational entities such as School and third party contractors such as Contractor.

C. The parties are entering into this Addendum, in order to ensure that the agreement between the parties complies with Section 53A-1-1410.

Agreement

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

1. Except as provided in Utah Code § 53A-1-1410(4), Contractor will not use any personally identifiable student data received from School for any purpose other than to provide the Contractor Services to School.

   a. "Personally identifiable student data" means student data that identifies or is used by the holder to identify a student and includes:

      i. a student's first and last name;

      ii. the first and last name of a student's family member;

      iii. a student's or a student's family's home or physical address;

      iv. a student's email address or other online contact information;

      v. a student's telephone number;

      vi. a student's social security number;

      vii. a student's biometric identifier;

viii. a student's health or disability data;

ix. a student's education entity student identification number;

x. a student's social media user name and password or alias;

xi. if associated with personally identifiable student data, the student's persistent identifier, including:

1. a customer number held in a cookie; or

2. a processor serial number;

xii. a combination of a student's last name or photograph with other information that together permits a person to contact the student online;

xiii. information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and

xiv. other information that is linked to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the student, to identify the student with reasonable certainty.

2. Contractor will collect, use, store, and share personally identifiable student data only in accordance with the Contract, this Addendum, Utah Code § 53A-1-1410, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53A-1-1410, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53A-1-1410 govern the relationship between the parties.

3. Contractor may only share personally identifiable student data with employees and independent contractors of Contractor who have a legitimate need to such data in order to enable Contractor to provide the Contractor Services to School. School may request that Contractor notify School of independent contractors with whom Contractor shares such data and the purpose for which such data is shared and to verify to School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.

4. At the request of School, Contractor will allow School or its designee to audit Contractor in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Contractor's confidentiality obligations to other customers and third parties.

5. During the term of the Contract, Contractor will delete personally identifiable student data at the request and direction of School.

6. At the completion of the parties' agreement, if the Contract has not been renewed, Contractor shall return or delete upon the School's request all personally identifiable student data of the School in Contractor's possession and provide to the School written verification of the return or deletion of such data, including deletion from Contractor's back-up system.

7. The Contractor covenants and agrees that it shall defend School from and against any and all third party claims related to the unauthorized disclosure of Personally Identifiable Student Data by Contractor or its employees, agents, officers and directors, and indemnify School against any final judgements entered by a court of competent jurisdiction, and associated legal fees.

8. In the event of any conflict between the Addendum and the Contract, the terms of this Addendum shall govern.

The parties have executed this Addendum as of the date first set forth above.

SYRACUSE ARTS ACADEMY, a Utah non-profit corporation

_____

Lex Puffer
Lead Director

Contractor:

_____

_____

Name: _____

Title: _____

SAA Data Confidentiality Addendum
Board Approval Date: 06-24-17

Administrative
Data Governance Plan

Syracuse Arts Academy (the "School") takes seriously its moral and legal responsibility to protect student data privacy and ensure student data security. The School is required by Utah's Student Data Protection Act and the School's Student Data Privacy and Security Policy to establish a Data Governance Plan. This administrative Data Governance Plan encompasses the full life cycle of the School's student data, from acquisition, to use, to disposal.

2. SCOPE AND APPLICABILITY

This Plan is applicable to all employees, volunteers, and third-party contractors of the School. The School will use this Plan, along with all policies and procedures of the School concerning student data privacy and security, to manage and address student data issues, assess agreements that permit disclosure of student data to third parties, assess the risk of conducting business with such third parties, and help ensure that the School makes only authorized disclosures of personally identifiable student data to third parties.

This Plan contains the School's data governance procedures and processes related to the following:

1. Roles and Responsibilities;
2. Data Collection;
3. Data Use;
4. Data Storage;
5. Data Sharing;
6. Record Retention and Expungement;
7. Data Breach;
8. Data Transparency;
9. Data Privacy and Security Auditing; and
10. Data Privacy and Security Training.

This Plan refers to and works in conjunction with the School's Student Data Privacy and Security Policy, Family Educational Rights and Privacy Policy and Administrative Procedures ("FERPA Policy" and "FERPA Administrative Procedures"), Metadata Dictionary, and Student Data Disclosure Statement.

In addition, this Plan works in conjunction with the School's Information Technology Security Policy and accompanying Information Technology Systems Security Plan. The Information Technology Systems Security Plan contains procedures and processes related to the following:

1. System Administration;
2. Network Security;

3. Application Security;
4. Endpoint, Server, and Device Security;
5. Identity, Authentication, and Access Management;
6. Data Protection and Cryptography;
7. Monitoring, Vulnerability, and Patch Management;
8. High Availability, Disaster Recovery, and Physical Protection;
9. Incident Responses;
10. Acquisition and Asset Management; and
11. Policy, Audit, and E-Discovery Training.

3. ROLES AND RESPONSIBILITIES

All student data utilized by the School is protected pursuant to the federal Family Educational Rights and Privacy Act ("FERPA"), the Utah Family Educational Rights and Privacy Act ("Utah FERPA"), and the Utah Student Data Protection Act. The School designates managers to fulfill certain responsibilities regarding student data privacy and security. The School also imposes responsibilities on School employees and volunteers. The roles and responsibilities listed below outline some of the ways School managers, employees, volunteers, and third-party contractors are to utilize and protect personally identifiable student data.

3.1 Student Data Manager

The School's Lead Director serves as the School's Student Data Manager and is responsible for student data privacy and security, including the following:

1. Acting as the primary local point of contact for the state student data officer described in Utah Code Ann. § 53A-1-1403;
2. Authorizing and managing the sharing, outside of the School, of personally identifiable student data from a cumulative record for the School, including
    a. Ensuring that no personally identifiable student data is shared outside of the School without a data authorization unless such sharing is:
        i. To the student or student's parent or guardian; or
        ii. To other outside parties only as authorized by FERPA, Utah FERPA, and the Student Data Protection Act, including Utah Code Ann. § 53A-1-1409.
    b. Ensuring that no personally identifiable student data is shared outside of the School for the purpose of external research or evaluation, unless required to do so by law.
3. Ensuring that all aggregate data shared outside of the School without a data authorization is shared in accordance with Utah Code Ann. § 53-1-1409(8)-(9) and the School's review process set forth in Section 7 of this Plan;
4. Creating and maintaining a list of all School employees who have access to personally identifiable student data and provide the list to the School's Board of Directors, in accordance with Utah Code Ann. § 53A-13-303;
5. Ensuring all School employees and volunteers who are authorized by the School to have access to education records (1) receive annual student data privacy training

and (2) sign a statement certifying that they have completed the training and understand student data privacy requirements. Document names of all those who are trained, as well as the training dates, times, locations, and agendas.

6. Ensuring that the School's student data disclosure statement is created, annually updated, published, and distributed to parents and students as required by law.
7. Ensuring that the School's metadata dictionary is created, maintained, published, and provided to the Utah State Board of Education ("USBE") as required by law; and
8. Ensuring that this Plan is maintained, published, and provided to the USBE as required by law.

3.2 IT Security Manager

The School's contracted IT provider will function as the School's IT Security Manager. The IT Security Manager's responsibilities include the following:

1. Overseeing IT security at the School;
2. Helping the School to comply with IT security laws applicable to the School;
3. Providing training and support to School employees on IT security matters;
4. Investigating complaints of alleged violations of the School's IT security policies, procedures, or plans;
5. Investigating alleged security breaches of the School's IT systems; and
6. Reporting periodically to the School's Board of Directors on the security of the School's IT systems.

3.3 Employees and Volunteers with Access to Education Records

Employees and volunteers of the School who have access to education records have responsibilities with respect to student data privacy and security, including:

1. Participating in student data privacy training each year as required by the School;
2. Sign a statement each year certifying completion of student data privacy training and understanding of student data privacy requirements as required by the School (not required of volunteers);
3. NOT sharing personally identifiable student data outside of the School unless authorized to do so by law and the Student Data Manager;
4. Using password-protected School-authorized computers when accessing the School's data systems or viewing or downloading any student-level records;
5. NOT sharing or exchanging individual passwords for School-authorized computers or School data systems with anyone;
6. Logging out of any School data system or portal and closing the browser after each use or extended absence;
7. Storing personally identifiable student data on appropriate, secured locations. Unsecured access and flash drives, DVD, CD-ROM or other removable media, or personally owned computers or devices, are not deemed appropriate for storage of personally identifiable student data unless authorized by the Student Data Manager;

8. Keeping printed documents with personally identifiable student data in a locked, secured location and using School-approved document destruction methods when disposing of such records;
9. NOT sharing personally identifiable student data during public presentations;
10. Using secure methods when sharing or transmitting personally identifiable student data with authorized individuals. Secure electronic methods include, but are not limited to, telephone calls, ownCloud, MoveIt (when sending data to the State), and encrypted email. Also, sharing within secured server folders is appropriate for School internal file transfer;
11. Taking steps to avoid disclosure of personally identifiable student data in authorized reports or materials available to the public, such as aggregating, data suppression, rounding, blurring, etc.;
12. Only accessing and using student data as authorized by the School to fulfil job or volunteer duties, and not for any other purpose;
13. Immediately reporting to the Student Data Manager any data breaches, suspected data breaches, or any other suspicious activity related to data access;
14. Consulting with the Student Data Manager regarding any questions about personally identifiable student data and related privacy laws, requirements, or concerns; and
15. Abiding by the requirements, processes, and procedures of this Plan.

3.4 Educators

In addition to abiding by the employee responsibilities listed above, educators at the School are also responsible for the following:

1. NOT sharing personally identifiable student data through educational apps (or any other apps used for classroom instruction) unless and until the app has been approved as required by the Student Data Manager; and
2. Completing the student data security and privacy training for educators developed by the State Superintendent when required for the educator's re-licensure pursuant to R277-487-13.

3.5 Third-Party Contractors

Third-party contractors who have access to or receive personally identifiable student data pursuant to a contract with the School shall only use the data for the purpose of providing the contracted product or service within the negotiated contract terms. Each third-party contractor is responsible for complying with the contract and entering into and complying with the Data Confidentiality Addendum approved by the School's Board of Directors.

3.6 Consequences for Non-Compliance

The responsibilities listed above are intended to minimize the risk of human error and the misuse of School students' personally identifiable student data. A person or entity's non-compliance with the roles and responsibilities listed above shall result in consequences for the person or entity up

to and including removal of access to the School's network. If this access is required for employment or contracted services, employees and third-party contractors may be subject to dismissal.

4. DATA COLLECTION

The School collects student data for two main purposes: to comply with state or federal law and to improve students' educational experience. Student data enables the School to participate in state and federal education programs and to qualify for state and federal education funds. Student data also helps the School to better plan and personalize classroom instruction, increase student and teacher performance, and make informed decisions. The School collects student data primarily through parents or guardians completing a secure online registration packet, but it may also collect additional student data during the school year.

4.1 Data Elements Collected by the School

1.1.1 Necessary Student Data. The School collects student data defined as "necessary student data" in Utah Code Ann. § 53A-1-1402(17), including:

1. Name (first, middle, and last);
2. Date of birth;
3. Gender;
4. Parent contact information (including full name, relationship to student, home address, phone number(s), and email address);
5. Custodial parent information (including contact information, whether living with student, and existence of any legal documents regarding custody of student);
6. Contact information (including phone number and home/mailing address);
7. A student identification number;
8. Local, state, and national assessment results or an exception from taking a local, state, or national assessment;
9. Courses taken and completed, credits earned, and other transcript information;
10. Course grades and grade point average;
11. Grade level and expected graduation date or graduation cohort;
12. Degree, diploma, credential attainment, and other school exit information;
13. Attendance and mobility;
14. Drop-out data;
15. Immunization record or an exception from an immunization record;
16. Race;
17. Ethnicity;
18. Tribal affiliation;
19. Remediation efforts;
20. An exception from a vision screening required under Utah Code Ann. § 53A-11-203 or information collected from a vision screening required under Utah Code Ann. § 53A-11-203;
21. Student injury information;

22. A cumulative disciplinary record created and maintained as described in Utah Code Ann. § 53A-1-1407;
23. English language learner status (including whether child speaks a language other than English);
24. Child find and special education evaluation data related to initiation of an IEP; and
25. Information related to School's Fee Waiver Application, including household income verification, whether student receives SSI benefits, whether family receives TANF, and whether student is in foster care or in state custody.

4.1.2 Optional Student Data. The School collects the following student data defined as "optional student data" in Utah Code Ann. § 53A-1-1402(18):

1. Information that is not "necessary student data" described above but is related to a student's IEP or required for a student to participate in a federal or other program;
2. A student's preferred first, middle, and last name (but only if different than student's legal names);
3. A student's homelessness status;
4. Whether a student was born outside of the United States;
5. A student's disciplinary history, including whether a student has ever been suspended or expelled from school and if the student has any disciplinary action pending from the student's previous school of enrollment;
6. A student's emergency contact information (including name, relationship to student, and phone number(s));
7. Information need for School to facilitate transfer of a student's student records from previous school, including:
    a. Whether student currently resides in Utah;
    b. District boundaries in which student lives;
    c. School boundaries in which student lives;
    d. Whether student has pre-registered with a school other than the school located in the school boundaries in which student lives;
    e. Name and contact information (address and phone number) of the school in which the student has pre-registered;
8. Information requested in Household Application for Free and Reduced-Price School Meals, including data related to household members, whether any household members participate in assistance programs (such as SNAP, TANF, or FDPIR), and household income; and
9. Information related to fees owed to the School.

4.1.3 Personally Identifiable Student Data. The School collects student data defined as "personally identifiable student data" in Utah Code Ann. § 53A-1-1402(20), including:

1. A student's first and last name;
2. The first and last name of a student's family member (parent or guardian);
3. A student's or a student's family's (parent or guardian's) home or physical address;
4. A student's email address or other online contact information;
5. A student's telephone number;

6. A student's health or disability data (health data collected includes vision and hearing impairment, medical conditions, medications taken during school hours, allergies, special dietary needs, and other); and
7. A student's education entity student identification number.

4.2 Records Collected by the School

In addition to the records collected by the School as explained above, the School collects the following records as required or allowed by Utah law:

1. A copy of a student's birth certificate;
2. A copy of a student's immunization card from the state, other proof of immunizations, or an Immunization Exemption Waiver;
3. If applicable, a copy of a student's IEP, IHCP, or Section 504 Plan;
4. Proof of a vision exam for students under 8 years of age entering school for the first time in Utah;
5. If applicable, copy of legal documents such as a divorce decree, custody order, restraining order, protective order, power of attorney, or guardianship letters or orders;
6. A copy of a transfer student's record from the student's previous school;
7. Fee Waiver Application, as applicable; and
8. Household Application for Free and Reduced-Price School Meals, as applicable.

4.3 Data Not Collected by the School

The School does not collect a student's social security number or, except as required in Utah Code Ann. § 78A-6-112, criminal record.

4.4 Data Not Collected by the School Without Prior Written Consent

The School follows Utah Code Ann. § 53A-13-302 in Utah FERPA by not collecting certain information from a student by way of a psychological or psychiatric examination, test, treatment, survey, analysis, or evaluation unless the School has received the prior written consent of the student's parent or legal guardian or an exception to the prior written consent rule applies. Please refer to the School's FERPA Administrative Procedures (particularly the "Activities Prohibited Without Prior Written Consent" Section) to see the types of information governed by Utah Code Ann. § 53A-13-302, the accompanying notice and consent requirements, and exceptions. These administrative procedures explain how the School complies with the statute.

5. DATA USE

The School uses the student data it collects to conduct the regular activities of the School. School employees and volunteers shall only have access to student data for which they have a legitimate educational interest and shall not use student data for any improper or non-educational purpose. School employees and volunteers shall use student data only as authorized by the School to fulfill their respective job or volunteer duties. Please see the School's FERPA Administrative Procedures

(particularly the "Access to Information" Section) for a summary of School personnel who, generally, have a legitimate educational interest in having access to student data and the particular data to which they have access. To help protect the privacy and security of student data, School employees and volunteers who have access to student data will participate in student data privacy training each year as required by the School and employees will sign a statement certifying that they have completed the training and understand student data privacy requirements.

Student data use by outside parties shall be limited to those to whom the School has shared the data in accordance with the law and who have a legitimate need to use the data. For example, outside parties with whom the School has contracted to provide services or functions that the School's employees would typically perform may use student data for the purpose of providing the contracted product or service. Third-party contractors' use of student data shall be in accordance with their contract and Data Confidentiality Addendum with the School, and in compliance with applicable law, including Utah Code Ann. § 53A-1-1410 and administrative rules adopted by the USBE.

6. DATA STORAGE

Please see the "Physical Protection" and "Technological Protection" Sections of the School's FERPA Administrative Procedures to review the ways in which the School stores student data and protects stored data.

6.1 Electronic Storage. As explained in the School's FERPA Administrative Procedures, most of the student data collected by the School (including the data collected through the School's online registration system) is stored electronically by the School in Aspire, which is the student information system provided to Utah schools by the USBE. Aspire provides a secure location for the storage, maintenance, and transmission of student data. If the School chooses to use any additional student information systems, it will ensure that the system has adequate security protections. School employees and volunteers shall not store personally identifiable student data on their personal computers or devices, flash drives, or any other removable data storage media unless authorized by the Student Data Manager.

6.2 Physical Storage. Any printed documents containing personally identifiable student data is to be stored by the School in a secured, locked location, and access to such locations shall be determined by the Student Data Manager. School employees and volunteers shall not store documents with personally identifiable student data in physical locations away from the School, such as in their homes or vehicles, unless authorized by the Student Data Manager.

6.3 Third-Party Contractors. Third-party contractors shall store personally identifiable student data received from the School only in accordance with their contract and Data Confidentiality Addendum with the School and applicable law.

7. DATA SHARING

The School shall not share a student's personally identifiable student data outside of the School unless the data is shared in accordance with FERPA, Utah FERPA, the Utah Student Data

Protection Act, and any other applicable law. The School's Student Data Manager authorizes and manages such data sharing and ensures compliance with applicable law.

7.1 Prior Written Consent

Except as provided by law, the School shall not share a student's personally identifiable data with anyone other than the student or the student's parent or legal guardian unless the School first obtains prior consent from the student's parent or guardian (or the student if the student is 18 years old or older). In order to be valid, the prior consent must:

1. Be in writing;
2. Be signed by the student's parent or guardian, or the student if he or she is 18 or older (electronic signatures are sufficient);
3. Specify the records or data to be disclosed;
4. State the purpose of the disclosure; and
5. Identify the party to whom the disclosure may be made.

As provided in the "Student Education Records Management" Section of the School's FERPA Administrative Procedures, a student's parent or guardian (or the student if the student is 18 years old or older) has the right to inspect and review all of the student's education records maintained by the School and the School must grant such requests within a reasonable period of time, not to exceed 45 days. The School may impose requirements related to such requests, such that the request be in writing, signed, dated, and contain certain information. The School may also require proof of identity and relationship (parent or guardian) to the student before granting access to the student's records.

7.2. Exceptions to the Prior Consent Rule

The School shall not share, outside of the School, a student's personally identifiable student data without obtaining prior written consent unless such sharing is:

1. To the student or student's parent or guardian;
2. Authorized by federal and Utah law, including FERPA, Utah FERPA, and the Utah Student Data Protection Act. Such authorized sharing includes:
    a. To a school official who has a legitimate educational interest (a school official could be an employee or agent of the School that the School has authorized to request or receive student data on behalf of the School);
    b. To a person or entity to whom the School has outsourced a service or function (1) to research the effectiveness of a program's implementation or (2) that the School's employees would typically perform;
    c. To an authorized caseworker or other representative of the Department of Human Services, but only as described in Utah Code Ann. § 53A-1-1409(6);
    d. To other schools that have requested the data and in which the student seeks or intends to enroll, or where the student is already enrolled, so long as the disclosure is for purposes related to the student's enrollment or transfer;

e. To individuals who need to know in cases of health and safety emergencies;
f. To officials in the juvenile justice system when the disclosure concerns the system's ability to effectively serve, prior to adjudication, the student whose data is to be released;
g. In connection with an audit or evaluation of federally or state supported education programs, or for the enforcement of, or compliance with, federal legal requirements relating to those programs;
h. To the Immigration and Naturalization Service (INS) for foreign students attending the School under a visa;
i. To the Attorney General of the United States in response to an *ex parte* order in connection with the investigation or prosecution of terrorism crimes;
j. In response to a valid subpoena; or
k. The sharing of personally identifiable student data that is directory information, but only if the School (1) has given the student's parent annual notice of the types of data it has designated as directory information and the parent's right to request that any or all of student's directory information not be released by the School and (2) the parent has not notified the School that he or she does not want the personally identifiable student data to be designated as directory information.

7.3 Directory Information

The School designates the following student data as directory information:

1. Student's name;
2. Photograph;
3. Grade Level;
4. Participation in officially recognized activities and sports;
5. Degrees, honors, and awards; and
6. Parent names and contact information.

The student data designated as directory information may change from time to time. Parents will be given notice of such changes as required by law.

7.4 Third-Party Contractor Addendum

The School may share personally identifiable student data with third-party contractors pursuant to subsections (a) and (b) immediately above if the contractors have entered into a contract and Data Confidentiality Addendum with the School. Third-party contractors must comply with the contract, Addendum, and the Utah Student Data Protection Act, including Utah Code Ann. § 53A-1-1410 and related administrative rules adopted by the USBE.

7.5 Aggregate Data

7.5.1 Definition. "Aggregate data" has the same meaning as set forth in Utah Code Ann. § 53-1-1402(2). Aggregate data does not reveal any personally identifiable student data and contains data of at least 10 individuals.

7.5.2 Sharing Aggregate Data. The School may share aggregate data outside of the School without obtaining prior written consent so long as it is shared in accordance with Utah Code Ann. § 53-1-1409(8)-(9) and this paragraph. If the School receives a request for aggregate data, including for the purpose of external research or evaluation, the School shall follow the review process set forth below:

1. All requests shall be submitted in writing to the Student Data Manager;
2. The written request to the Student Data Manager shall describe the purpose of the request, the desired student data, how the student data will be used, and details about how the student data will be disclosed or published by the requestor;
3. The Student Data Manager shall review the written request and consult with the School's management company about any potential data privacy issues relevant to the request;
4. If the Student Data Manager approves of the request, an MOU shall be prepared and presented (along with the requestor's written request) to the School's Board of Directors for review and approval; if the Student Data Manager disapproves of the request, the requestor shall be so notified;
5. If the Board approves of the request and MOU, the MOU shall be signed by the Board's president or designee and the requestor; if the Board disapproves of the request, the requestor shall be so notified;
6. After approval by the Board and execution of the MOU, the Student Data Manager or a responsible person designated by the Student Data Manager, shall, as applicable, de-identify the requested student data through disclosure avoidance techniques (such as data suppression, rounding, recoding, blurring, perturbation, etc) and/or other pertinent techniques;
7. After all requested student data has been de-identified and reviewed by the Student Data Manager, the requested student data shall be saved, physically or electronically, in a secure location managed by the Student Data Manager and then sent to the requestor through a secure method approved by the Student Data Manager.

The School may not share personally identifiable student data with external persons or organizations to conduct research or evaluations unless such research or evaluations are directly related to a state or federal program audit or evaluation.

8. RECORD RETENTION AND EXPUNGEMENT

Record retention and expungement procedures promote efficient management of records, preservation of records of enduring value, quality access to public information, and data privacy.

8.1 Retention. The School shall retain and dispose of student records in accordance with Utah Code Ann. § 63G-2-604, Utah Code Ann. § 53E-9-306, and rules adopted by the USBE,

including R277-487-4. Unless the School adopts its own approved retention schedule, the School shall comply with the model retention schedules for student records published by the Utah Division of Archives and Records Service.

8.2 Expungement. The School shall comply with Utah Code Ann. § 53E-9-306 and R277-487-4 in terms of what student data it may and may not expunge. Accordingly, the School may not expunge a student's grades, transcripts, record of enrollment, or assessment information. The School may, on its own volition or at the request of a student's parent or an adult student, expunge other student data, including a student's medical records and behavioral assessments, so long as the administrative need for the student data has passed. A request to expunge such student data shall be made in writing to the School's Lead Director and describe in detail the data requested to be expunged.

In addition, a student's parent or an adult student may also request that the School expunge any student data or record not subject to a retention schedule under Utah Code Ann. § 63G-2-604, and believed to be:

1. Inaccurate;
2. Misleading; or
3. In violation of the privacy rights of the student.

Such a request to expunge a student's student data or records shall be made in writing to the School's Lead Director and describe in detail the data or records requested to be expunged. The School will process such requests following the same procedures outlined for a request to amend a student record in 34 CFR Part 99, Subpart C. These procedures are outlined below:

1. If a parent or adult student believes that a record is misleading, inaccurate, or in violation of the student's privacy, they may request that the record be expunged.
2. The School shall decide whether to expunge the data within a reasonable time after the request.
3. If the School decides not to expunge the record, the School will inform the parent or adult student of its decision as well as the right to an appeal hearing.
4. The School shall hold a hearing within a reasonable time after receiving the request for a hearing.
5. The School shall provide the parent or adult student notice of the date, time, and place in advance of the hearing.
6. The hearing shall be conducted by any individual that does not have a direct interest in the outcome of the hearing.
7. The School shall give the parent or adult student a full and fair opportunity to present relevant evidence. At the parents' expense and choice, they may be represented by an individual of their choice, including an attorney.
8. The School shall make its decision in writing within a reasonable time following the hearing.
9. The decision must be based exclusively on evidence presented at the hearing and include a summary of the evidence and reasons for the decision.
10. If the decision is to expunge the record, the School will seal it or make it otherwise unavailable to other School staff and educators.

The School may consult with the Utah Division of Archives and Records Service and/or USBE when issues or questions arise with respect to record retention and expungement.

8.3 Disciplinary Record. The School may create and maintain a disciplinary record for a student in accordance with rules adopted by the USBE.

9. DATA BREACH

9.1 Definition of Data Breach. A data breach for purposes of this Plan is any instance in which there is an unauthorized release or access of personally identifiable student data. This definition applies regardless of whether the School stores and manages the data directly or through a third-party contractor.

9.2 Types of Data Breaches. Data breaches can take many forms, including:

1. Hackers gaining access to personally identifiable student data through a malicious attack (such as phishing, virus, bait and switch, keylogger, denial of service, etc.);
2. A School employee losing School equipment on which personally identifiable student data is stored (such as a laptop, thumb drive, cell phone, etc.) or having such equipment stolen;
3. An unauthorized third party retrieving personally identifiable student data from a School's physical files;
4. A School employee accidentally emailing personally identifiable student data to an unauthorized third party; or
5. A School employee or third-party contractor saving files containing personally identifiable student data in a web folder that is publicly accessible online.

9.3 Industry Best Practices. The School takes a variety of measures to protect personally identifiable student data, including imposing disclosure prevention responsibilities on School employees, educators, volunteers, and third-party contractors. The School also follows industry best practices to maintain and protect personally identifiable student data and to prevent data breaches, some of which are outlined in the School's Information Technology Systems Security Plan.

9.4 Responding to a Data Breach.

9.4.1 Reporting a data breach. School employees, volunteers, and third-party contractors shall immediately report a data breach or a suspected data breach to the Student Data Manager. Students and parents of students who become aware of a data breach or that suspect a data breach shall also immediately notify the Student Data Manager.

9.4.2 Data Breach Protocol. The Student Data Manager shall collaborate with the IT Security Manager and others, as appropriate, to determine whether a data breach has occurred. If it is determined that a data breach has occurred, the School shall, under the direction of the Student Data Manager and IT Security Manager, follow the protocol described below:

1. Lock down systems and data that have been breached or suspected to have been breached, including changing applicable passwords, encryption keys, locks, etc;
2. Assemble a Data Breach Response Team, which could include the Student Data Manager, IT Security Manager, School employees, Board members, members of the School's management company, the School's IT provider, etc;
3. Record as many details about the data breach as possible, including:
    a. Date and time data breach was discovered;
    b. Data elements involved (for example, students' first and last name, SSIDs, DOBs, passwords, account information, employee social security numbers, etc);
    c. Data systems involved (for example, Aspire, online registration system, or other School data system); and
    d. Type of data breach (physical, such as stolen/lost paperwork or computer equipment; or electronic, such as hacking or unauthorized email transmission).
4. Assign an incident manager that has the appropriate qualifications and skills to be responsible for the investigation of the data breach;
    a. Investigate scope of data breach to determine types of information compromised and number of affected individuals; and
    b. Investigate the data breach in a way that will ensure that the investigative evidence is appropriately handled and preserved;
5. Attempt to retrieve lost, stolen, or otherwise compromised data;
6. Determine whether notification of affected individuals is appropriate and, if so, when and how to provide such notification; notification timeframes and requirements should be identified as soon as possible and notices developed and delivered to affected individuals and agencies in accordance with regulatory mandates and timeframes;
7. If the data breach involved the release of a student's personally identifiable student data, notify the student (if the student is an adult student) or the student's parent or legal guardian if the student is not an adult student in a manner reasonable under the circumstances;
8. If the data breach involved the release of a student's personally identifiable student data by a third-party contractor of the School, notify the State Superintendent as required in R277-487-3;
9. Determine whether to notify the authorities/law enforcement (situation dependent); involve legal counsel to analyze legal obligations;
10. If the School has cyber liability and/or data breach insurance coverage, determine whether to notify the insurance provider and make a claim on such coverage; and
11. Consult with appropriate security professionals, as necessary, to identify the possible reason(s) for the data breach and how to prevent similar data breaches in the future.

Following the steps above and clearly defining the roles and responsibilities of all those involved in the steps will promote better response coordination and help the School shorten its incident response time. Prompt response is essential for minimizing the risk of any further data loss and,

therefore, plays an important role in mitigating any negative consequences of the breach, including potential harm to affected individuals. All work and activities performed under each of the steps above should be well documented and all documentation should be retained as required.

9.4.3 Coordination with Management Company and/or Legal Counsel

The School shall coordinate with its management company and/or separate legal counsel on the preparation and method of delivery of written materials, including notifications, related to a data breach.

9.5 Cooperation

The School shall cooperate with regulatory and governmental agencies that make inquiries regarding a data breach.

10. DATA TRANSPARENCY

The School's policies concerning data privacy and security are published on the School's website. In addition, each year the School shall publish its current version of the following on its website:

1. Metadata Dictionary;
2. Student Data Disclosure Statement;
3. Information Technology Systems Security Plan; and
4. Data Governance Plan.

11. DATA PRIVACY AND SECURITY AUDITING

The School shall periodically conduct audits to determine compliance with this Plan and to assess the quality and effectiveness of the data privacy and security processes and procedures set forth in this Plan. The School shall use the results of such audits to determine ways in which this Plan and the School's student data governance and management can be improved. The School may use third-party experts to assist with and/or conduct such audits.

The School or its designee may audit its third-party contractors to verify compliance with the terms of the School's Data Confidentiality Addendum that relate to the confidentiality and protection of personally identifiable student data.

12. DATA PRIVACY AND SECURITY TRAINING

On an annual basis, the School shall provide appropriate student data privacy training to its employees, aides, and volunteers who are authorized by the School to have access to education records as defined in FERPA.

The School shall also provide its employees with appropriate training on IT security matters.

Where required by R277-487-13, educators at the School shall complete the student data security and privacy training for educators developed by the State Superintendent as a condition of re-licensure.

Syracuse Arts Academy
Disclosure Policy and Procedures

PURPOSE

These Disclosure Procedures are designed to (a) ensure the completeness and accuracy of the federal securities disclosure made by Syracuse Arts Academy (the "School") and the School's Board of Directors (the "Board") (including the Board's officers, and School's staff and business manager in the exercise of their official duties) as well as their compliance with all applicable federal and state securities laws in connection with issuance and disclosure undertakings relating to outstanding bonds issued on its behalf and annual financial information filings, and (b) promote best practices regarding disclosures disseminated to investors and the municipal securities markets by the School.

DISCLOSURE

The controls and procedures set forth herein shall apply to all Disclosure disseminated or communicated by the School. "Disclosure" includes any information or communications reasonably likely to reach investors or the securities markets, such as preliminary and final official statements relating to bonds issued for the benefit of the School, filings made by the School with the Municipal Securities Rulemaking Board or the national repositories (whether required by contract or made voluntarily), press releases which could reasonably be construed as intended for the financial markets, investor calls, rating agency presentations and other communications, and certain postings on the School's website.

Disclosure – Issuance of Bonds

a. *Responsibilities of the Board Financial Coordinator*. The School's Board Financial Coordinator or his or her designee (the "Oversight Officer") shall be responsible for overseeing the compilation of both the preliminary official statement ("POS") and the final Official Statement (individually referred to herein as an "Official Statement" and collectively, the "Official Statements") to be used in connection with the offering and issuance of the associated bonds issued for the School's benefit (the "Bonds") and annual financial information filings and for review of other disclosure obligations of the School undertaken in connection with such bond issuance. In the carrying out of these responsibilities, the Oversight Officer shall coordinate with, and be provided with assistance from, among other professionals, Disclosure Counsel, the School's Counsel and the financial advisor to the School. This oversight responsibility shall include the following:

- Develop a separate checklist or similar outline for the School's Official Statements for each bond issuance benefitting the School. Each of these checklists shall list the categories of information in the applicable Official Statement and identify the person or persons (whether internal to the School or a third-party consultant to the School) who should be responsible for reviewing or contributing the information in each portion of such applicable Official Statement (a "Contributor").

- Ensure that each Contributor receives a copy of each draft of the applicable Official Statement and the checklist indicating his or her responsibilities with sufficient time to permit such Contributor to perform a thoughtful and thorough review or preparation of information for the applicable portion of the Official Statement. Gather such applicable information and comments from each Contributor.

- Provide information and comments submitted by Contributors to Disclosure Counsel and coordinate with Disclosure Counsel to develop a draft POS for the Bond issue.

- Distribute applicable sections of such applicable Official Statement or annual financial information filing as revised to the respective Contributors for further review and comment. Document confirmation by each Contributor that the information provided by such Contributor has been properly incorporated in such applicable Official Statement draft and is accurate and complete as so incorporated. Contributor confirmation may be provided by means of indications on checklist.

- Schedule and conduct periodic internal and external meetings of Contributors, either in groups or individually, and Disclosure Counsel for the purpose of discussing the School's financial status generally and its annual audited financial statements, its related programs, the related industries, and other issues affecting the School and the Bonds that may be material to investors.

- Review all continuing disclosure obligations in connection with the Bonds.

b. *Responsibilities of Contributors.* All Contributors to the School's Official Statements shall be responsible for the following:

- Delivery and review of comments and information as requested (by means of a checklist or otherwise) for purposes of inclusion in the applicable Official Statement.

- Review of applicable portions of the revised applicable Official Statement and provide confirmation (which may be provided by means of indications on a checklist) that the information provided by such Contributor has been incorporated correctly and, as so incorporated, such portions of the applicable Official Statement present accurate and complete information to investors about the items so covered by such portions.

- Attend periodic meetings (as applicable) to discuss broad issues concerning the School and its Official Statements.

- In the case of third party or expert Contributors, provide certifications and opinions relating to their contributions to Official Statements as appropriate.

c. *Responsibilities of Disclosure Counsel*. Disclosure Counsel shall have the following responsibilities with respect to Disclosure by the School:

- Provide an initial draft POS to the School's Board Financial Coordinator for distribution to Contributors and, at the request of the School's Board Financial Coordinator, distribute drafts or sections to Contributors and draft timelines for review by the School's Board Financial Coordinator.

- Confirm that all steps required by the Disclosure Procedures have been followed in connection with preparation of a particular Official Statement. No Official Statement relating to the Bonds shall be submitted to the Board Financial Coordinator for approval or to the School's Board Financial Coordinator for certification until and unless Disclosure Counsel has completed this confirmation.

- Provide School packages to participants for review and confirm with participants that no issues have been raised regarding the draft Official Statement based on such review.

- Perform review and evaluation of the Disclosure Procedures as requested and confirm to the School whether changes to such Disclosure Procedures are recommended.

- Review and approve any continuing disclosure obligations or statements in connection with any Bond issuance.

- Cause an opinion to be provided regarding the necessity of filing a material event notice, where such an opinion is requested.

Disclosure in Connection with Outstanding Bonds.

a. *Continuing Disclosure Obligations*. The Oversight Officer shall be responsible for overseeing compliance by the School with its continuing disclosure obligations, including but not limited to the compilation and filing of all annual financial reports and filing of all annual financial statements of the School on EMMA, as applicable. The Oversight Officer shall also consult with its dissemination agent appointed in connection with the applicable Bond issue (the "Dissemination Agent"), Disclosure Counsel and the School's Counsel to determine the materiality of any events and whether an event notice is required to be filed under the circumstances. If a determination is made that an event is material and a notice is required, the Oversight Officer shall work with the Dissemination Agent and Disclosure Counsel to prepare a draft of such notice in a timely manner and shall provide such draft notice to the School's Counsel for review and comment. The Dissemination Agent shall be directed to file such notice in the required repositories once the notice has been approved by the School's Board Financial Coordinator and the School's Counsel.

b. *Voluntary Filings.* The Oversight Officer, in consultation with Disclosure Counsel and the School's Counsel, shall evaluate whether an event is appropriate for disclosure by the School on a voluntary basis, based on investor demand or otherwise. Upon a determination that a voluntary notice should be filed, the Oversight Officer shall work with the Dissemination Agent, Disclosure Counsel and the School's Counsel to prepare a draft of such notice. The Dissemination Agent shall be directed to file such voluntary notice in the appropriate repositories once such notice has been approved by the School's Board Financial Coordinator and the School's Counsel.

c. *Press Releases*. Press releases for the School are prepared in coordination with the Oversight Officer, who shall consult with Disclosure Counsel prior to approving such press release.

d. *Investor Communications*. The Oversight Officer shall be responsible for overseeing the responses to all telephone, email and other inquiries from existing and potential investors in the Bonds. All School staff shall transfer such inquiries to the Oversight Officer (or delegated staff under his/her supervision). Investors shall be directed to information provided on the School's website or shall be given a written response to any inquiry whenever practicable.

e. *Rating Agency Communications*. All information provided by the School or for the School at its direction to any rating agency providing a rating for the Bonds shall be reviewed for accuracy and completeness and approved by the Oversight Officer.

Training.

The Oversight Officer, in consultation with Disclosure Counsel or the School's Counsel, shall be responsible for coordinating training sessions for School staff and Board members about their obligations under the Federal securities laws and regulations and other Federal and state laws affecting the issuance of Bonds. Training shall be provided for general background and overview purposes and, as applicable, to update School staff and Board members concerning recent changes in applicable laws or regulations.

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Syracuse Arts Academy
Donation of Personal Time Off Policy

PURPOSE

The purpose of this policy is to provide a mechanism by which employees of Syracuse Arts Academy (the "School") can voluntarily donate personal time off ("PTO") days to other staff members under extraordinary circumstances.

POLICY

1. An employee, or an employee's immediate family member, must be experiencing a catastrophic illness in order to be eligible to receive donated leave. Catastrophic illness includes but is not limited to a life threatening illness that requires the employee to be absent from work for an intermittent and/or extended period of time or a medical emergency that results in absence from work for at least one week for personal illness or to attend to an immediate family member.

2. Employees must use all of their available personal leave balance before they can access donated days.

3. Qualifying employees may receive a maximum of twenty (20) donated days during a school year.

4. Employees may only donate time from their current PTO balance.

5. An employee may donate a maximum of five (5) days of leave to a particular employee in any one school year.

6. All donations must be made in full day increments.

7. Once donated time has been transferred to the recipient's PTO balance, the donor has no rights to that time for any reason. Approved donations will be immediately deducted from the donor's leave balance and credited to the recipient's balance.

8. The decision to donate PTO should be an individual and personal decision and is completely voluntary.

9. All PTO donations must be approved by the Principal. Employees desiring to donate PTO to an employee must submit a written request to the Principal indicating the number of days donated, the date of donation, and an acknowledgement of remaining days after the donation. Both the Principal and employee will sign the letter of acknowledgement. Requests that do not meet the conditions of this policy will be denied. Denials may be appealed to the Board of Directors for consideration.

10. All donated PTO days must be used for their intended purpose.

11. The Principal will coordinate with the School's Management Company to assure proper documentation of these transactions. The Principal will notify the donor and the recipient after the transaction has occurred.

SAA Donation of Paid Time Off Policy
Board Approval Date: 1-17-13
Ratified Date: 2-13-14

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Syracuse Arts Academy
Employee Donation of Paid Time Off Form

Name of Donating Employee: _____

I am requesting that _____ days of my Paid Time Off balance be transferred to:

_____
(Name of Receiving Employee)

I am aware of the rules regarding the donation of Paid Time Off and of the use of donated Paid Time Off. I have read and understand the criteria on the back of this form which will be used in determining my eligibility to participate and how it will affect my Paid Time Off balance.

_____ _____
Signature of Donating Employee Date

Acknowledgement:

___ Request Granted
___ Request Denied

Comments: _____
_____

Beginning Balance: _____ PTO days
Donated Days: _____ PTO days
Ending Balance: _____ PTO days

_____ _____
Signature of Principal Date

****ORIGINAL SENT TO ACADEMICA WEST TO BE PLACED IN EMPLOYEE FILE****

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Employees who are interested in donating Paid Time Off days must meet the following qualifications and understand the following guidelines:

1. Employees may only donate PTO days from their current PTO balance.

2. An employee may donate a maximum of five (5) PTO days to a particular employee in any one school year.

3. All donations must be made in full day increments.

4. Once donated PTO days have been transferred to the recipient's PTO balance, the donor has no rights to those PTO days for any reason. Approved donations will be immediately deducted from the donor's PTO balance and credited to the recipient's balance.

5. The decision to donate PTO should be an individual and personal decision and is completely voluntary.

6. All PTO donations must be approved by the Principal.

SAA Donation of Paid Time Off Form
Last Updated: **1-23-14**

Syracuse Arts Academy
Donations and Fundraising Policy

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

Donations and Gifts

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

The receiving Principal must approve voluntary donations from private individual or organization in excess of $1,000 and any donation involving donor restrictions prior to accepting the donation. The Board of Directors must approve any voluntary donations from private individual or organization in excess of $10,000. The School may not accept donations with the condition that the donation provides direct benefit to specific School employees, students, vendors, or name brand goods or services.

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

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

Fundraising

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

For the purposes of this policy, "school sponsored" means activities that are expressly authorized by a Principal or the Board of Directors that support the School or authorized curricular clubs, activities, sports, classes, or programs that are themselves school sponsored. School-sponsored activities must be managed or supervised by School employees. Activities sponsored by the

School's parent organization are not school-sponsored activities, but the parent organization may be involved in and provided assistance in connection with school-sponsored activities.

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

1. The fundraising activity must be undertaken with the intent of obtaining a benefit consistent with the School's mission.
2. The fundraising activity must not violate the School's charter, Board policies, or applicable law.
3. Proposals for fundraising activities must be submitted to the appropriate Principal for approval.
4. The approving Principal may restrict the time, place, and manner of any approved fundraising activity.
5. Fundraising activities should be planned and scheduled in a manner that does not create conflict, confusion, or excessive fundraising pressures on students, families or potential donors.
6. Fundraising activities that may expose the School to risk of financial loss or liability if the activity is not successful should not be approved.
7. The participation of School employees, students and parents in any fundraising activity must be voluntary. However, School employees may be assigned to supervise students in connection with School-sponsored fundraising activities in connection with their employment. Such employees may be compensated for such work as appropriate as determined by their Principal.
8. Students may not be required to participate in a fundraising activity as a condition for belonging to a team, club or group, and a student's fundraising efforts may not affect his or her participation time or standing in any team, club or group.
9. Competitive enticements for student participation in fundraising efforts are generally discouraged, and any such rewards or prizes must be approved by the appropriate Principal.
10. Each Principal will ensure that the School's Fee Waiver Policy is complied with in connection with all School-sponsored fundraising activities that involve fees. Any fee waivers must be granted in accordance with the Fee Waiver Policy.
11. All funds raised through school-sponsored fundraising activities are considered public funds and will be handled accordingly. Each Principal will ensure that all other applicable fiscal policies are complied with in connection with fundraising activities.
12. Any fundraising activities that are related to the School but not school sponsored, such as fundraising activities of the parent organization, should clearly inform School patrons that the activity is not school sponsored. School employees may participate in such activities as volunteers but must not represent that they are acting as employees or representatives of the School.
13. The receiving Principal will ensure that charitable donation receipts are provided as necessary.
14. The School's employer identification number and sales tax exemption number may only be used by School personnel in connection with school-sponsored activities. No other entity, including the School's parent organization, may use these numbers.

15. Any School employee involved in managing or overseeing non-School-sponsored fundraising must disclose to their Principal any financial or controlling interest in or access to bank accounts of the fundraising organization or company.
16. The School may cooperate with outside entities such as the parent organization in connection with non-school-sponsored fundraising activities. The School may allow these groups to use School facilities at little or no charge. At the appropriate Principal's discretion, the School may provide some level of support or pay for portions of these activities. The details of the arrangements for non-school-sponsored fundraising activities shall be understood and agreed to by the appropriate Principal and the representatives of the outside entity. This must take into consideration the School's fiduciary responsibility for the management and use of public funds and assets.
17. The School is committed to principles of gender equity and compliance with Title IX guidance. The School commits to use all facilities, unrestricted gifts and other available funds in harmony with these principles. The School reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in gender inequity or a violation of Title IX. Fundraising opportunities should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.

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

The Board will review this policy at least bi-annually.

SAA Donations & Fundraising Policy
Board Approval Date: 9-05-13

Syracuse Arts Academy
Dress Code Policy

Syracuse Arts Academy believes that a mandatory school dress code policy will provide a more secure school environment, promote an atmosphere for greater discipline, and increase learning opportunities for students by removing many of the distractions and connotations associated with various types of clothing.

All students are required to follow the dress code policy. Parents are responsible for ensuring that their children wear the designated school clothing as outlined below. School administration and professional staff will enforce the Dress Code and assist students who are out of compliance to correct any dress code issues. Dress Code violations may be considered a student discipline issue and may result in disciplinary action up to and including parent contact, in-school suspension, Saturday School or out-of-school suspension.

Colors

White **Red** **Dark Green** **Navy Blue** **Black**

Tan **Navy Blue** **Black** **Green Plaid**

Tops

- ★ Shirts must be of a collared style and of a solid color, either white, red, dark green, navy blue, black, or light or dark gray (see above) with standard buttons.
- ★ Appropriate collared styles are blouse, polo, oxford, turtleneck, or dress shirt.

- No screen printing or logo shirts should be visible unless they are on school shirts or logos.
- Collared style shirts with the school name or logo are acceptable and available for purchase.
- Sweaters or vests may be worn in solid white, red, dark green, navy blue, black, or light or dark gray.
- *Hoodies:* Hoodies must be solid white, red, dark green, navy blue, black, or light or dark gray sweatshirts with hoods (hereafter referred to as "hoodies"). Both pullover and zip-up styles may be worn in class for physical comfort. No logos may be on the hoodies unless they are the official school name/logo.
- School shirts must be worn under hoodies at all times.
- Hoods may not be worn on the head while in the school building.

Acceptable Bottoms

- Dresses, skirts (may be approved green plaid), jumpers, skorts, shorts, capris or pants that are solid white, red, dark green, navy blue, tan, black, or light or dark gray.
- Skirts, shorts or skorts are to be no shorter than two inches above the kneecap.
- No denim or athletic wear.

Accessories

- Socks or tights should be worn at all times for health and safety reasons and should not be distracting in nature.
- Smooth opaque and/or light weight tights in school colors may also be worn.
- Inconspicuous shorts may be worn under skirts and jumpers.
- If leggings are worn, they must be worn under a skirt, skort or top of the appropriate length (the skirt, skort or top must be no more than two inches above the knee). Leggings will not be allowed to replace pants.
- Plain white, red, dark green, navy blue, black, or light or dark gray undershirts may be worn under school shirts to provide for additional modesty and for warmth.
- Belts are recommended and should not be distracting in nature.
- Ties/scarves are optional and must be in a school approved color.
- Shoes must not be open-toed, backless, lighted, rolling or otherwise designed to make a sound.

Dress & Grooming

Dress and grooming standards are part of the SAA dress code policy and are mandatory.

- Students must follow the dress code during school hours, except under specially designated circumstances which will be communicated to parents and students.
- Students must also follow the dress code for all before and after school programs, except where activities permit alternate attire (i.e. sports, dances, special events, etc.).
- Students must present a modest, clean, and neat appearance at all times. All clothing must be clean, appropriately sized, and worn correctly. Shirts must be buttoned. Bottoms must be worn at the waist. Shoes must be tied or fastened. Clothing must be worn right-side-out.
- Clothing shall not be excessively worn or have holes.
- Jewelry or hair accessories that are appropriate for wear at school and are not a distraction may be worn.

- Hair must be kept neat and have a combed appearance and be appropriate for school. No extreme hair color or styles. Hair color should be a color that naturally occurs on people.
- Any makeup worn should be appropriate for school.
- No hats or head coverings may be worn in the building.
- Outer wear that is worn for warmth to and from school and at outside recess is not considered a dress code item. Any sweaters or hoodies worn inside the classroom must be consistent with school dress code colors, and requirements.
- Distracting drawings on the skin, tattoos, or visible piercing, other than the ear, will not be allowed.
- Sunglasses should not be worn in the building.
- Costume Wear is not permitted.

Dress items not specifically listed above but considered inappropriate or contrary to the purpose statement in the School Dress Code Policy are subject to review, interpretation, and final disposition by the school administration

Spirit Wear

- Students may be allowed to wear a designated school spirit shirt or hoodie on select days determined by the school administration.
- Spirit shirts may be worn for Jr. High P.E but not under uniform shirts as part of the daily dress code.

P.E. & Sports Practice Dress Code

7-9 grade students must change for their P.E. class.

- **Shirt:** *Plain w*hite t-shirt without logo or screen print. Students may wear the Spirit Shirt. (No sleeveless shirts, open sides, or spaghetti straps. Must not be skin tight.)
- **Shorts:** Need to be appropriate for P.E. activities.
- **Shoes*:*** Non-marking gym shoes must be worn with socks.

Field Trip Attire

This specific school uniform should be worn for all field trips and other specifically designated occasions.

- K-6 grade students wear a solid red top (with or without the school logo) and solid navy blue uniform bottoms.
- 7-9 grade students wear a solid red top (with or without the school logo) and solid tan uniform bottoms.

Dress Your Way Day

On Dress Your Way Days and other specified occasions this dress code will be used. Students are still expected to dress in a manner that positively impacts the learning environment. Clothing must be modest, tasteful, and must not compromise safety standards for our students. Students may wear clothing of their choice as long as they are within the guidelines below.

The following clothing will **not** be permitted:

- **Tight clothing**.
- **Baggy or sagging** pants or shorts.

- **Excessively oversized** jackets or coats, including trench coats.
- **Slippers or bare or stocking feet**.
- **Open toe or heeled shoes.**
- **Clothing that is torn, ripped or frayed**.
- **Short shorts/skirts.** The length must be no shorter than 2 inches above the knee.
- **Tank tops**.
- **Shirts without sleeves**.
- **Sheer material**. Must have modest clothing underneath.
- **Clothing with exposed midriffs, buttocks, or cleavage**.
- **Clothing which displays obscene, vulgar, lewd or sexually explicit** or implicit words, messages or pictures.
- **Clothing that advertises a substance a student cannot legally possess** or use.
- **Clothing that advertises or may represent gang affiliation**, including colors, numbers, or brand names.
- **Pajamas**.
- **Costume Wear**.

Best Dress Code for Teams, Clubs, Groups, Performances, Dances, Etc.

Coaches, teachers, advisors, or administration may choose to allow teams, groups, clubs, etc. or the general student body to attend school in "Best Dress." Students are expected to dress up in professional attire such as pants or slacks, dress shirt and tie, a dress, skirt, or dress pants and a blouse.

Inappropriate dress under this policy includes, but is not limited to:

- **Denim**
- **Bare shoulders or backs.**
- **Revealing clothing**.

Administrative Discretion

This policy is intended to create a framework to meet the purpose as stated at the beginning of this policy. As styles change, or if questions arise, the school administration, as the Board of Directors' designee, has the authority to determine if a student's dress in keeping with this policy.

SAA Dress Code Policy
REVISION F
Board Approval Date: 6-17-22

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Syracuse Arts Academy
Dual Enrollment Policy

PURPOSE

The purpose of this policy is to articulate Syracuse Arts Academy's (the "School") position on the dual enrollment of private school and home schooled students in the School.

POLICY

Pursuant to Utah Code Ann. § 53A-11-102.5, students may be dually enrolled in both the School and in a private school or home school under the conditions set forth herein.

A parent seeking to dually enroll a student must certify that the student will receive instruction (a) in the subjects the State Board of Education requires to be taught in public schools and (b) for the same length of time as minors are required to receive instruction in public schools, as provided by rules of the State Board of Education.

All students of the School must be enrolled in the School for at least ¾ of each school day. Therefore, no student of the School will be allowed to dually enroll if they do not plan to attend at least ¾ of each school day.

Requests for dual enrollment should be provided to the School's Principal using the Application for Home School Dual Enrollment.

Students who are dually enrolled in the School and in a private school or home school will only take the state Criterion Referenced Tests ("CRTs") and other assessments for the subjects for which they receive instruction at the School.

SAA Dual Enrollment Policy
REVISION A
Board Approval Date: 9-16-10
Ratified Date: 1-09-14

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Syracuse Arts Academy
Electronic Meetings Policy

PURPOSE

The purpose of this policy is to establish the means and procedures by which the Board of Directors (the "Board") may conduct electronic meetings in accordance with the provisions of the Utah Open and Public Meetings Act (the "Act"), including Utah Code Ann. § 52-4-207.

POLICY

Definitions

The Board adopts for application in this policy the definitions in the Act at § 52-4-103.

Electronic Meetings

The Board may, from time to time as needed, convene and conduct electronic board meetings. For the purpose of this policy, an "electronic board meeting" is defined as a meeting convened and conducted in accordance with the Act by means of a conference using electronic communications by which all participants participate by audible oral communication.

The Board will establish one or more anchor locations for the electronic board meeting, at least one of which is the building where the Board would normally meet if they were not holding an electronic meeting.

The Board will provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting. If public comments will be accepted during the electronic meeting, the Board will provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

Board members who are able to both hear and verbally participate in the meeting electronically are considered present for purposes of determining the presence of a quorum at an electronic meeting.

The Board shall take all votes by roll call during an electronic meeting, with the exception of a unanimous vote.

Notice

Prior to conducting an electronic meeting, the Board shall provide advance notice of the meeting in accordance with the Act.

Notice shall be provided to all Board members, as well as to members of the public in accordance with the provisions of the Act.

Each notice shall describe the means of communication by which members will be connected to the electronic meeting and the anchor location.

SAA Electronic Meetings Policy
REVISION B
Board Approval Date: 10-06-22

Syracuse Arts Academy
Electronic Resources Policy

PURPOSE

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

Electronic Devices

The School recognizes that various forms of electronic devices are widely used by both students and employees and are important tools in today's society. The School seeks to ensure that the use of electronic devices, both privately-owned devices and devices owned by the School, does not cause harm or otherwise interfere with the learning, safety, or security of students or employees.

Definitions

"**Electronic Device**" means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including: a smart phone, a smart or electronic watch, a tablet, or a virtual reality device.

"**Instructional time**" means the hours during the School day designated by the School for class instruction.

"**Privately-owned electronic device**" means an electronic device that is not owned or issued by the School to a student or employee.

"**School day**" means the hours that make up the School day according to the School's schedule.

"**School-owned electronic device**" means an electronic device that is owned, provided, issued, or lent by the School to a student or employee.

"**School-sponsored activities**" means field trips, curricular and extracurricular activities, and extended School-sponsored trips or activities, including School-provided transportation to and from such activities.

Student Use of Electronic Devices

Students may possess privately-owned electronic devices at School under the conditions provided below. Such devices include but are not limited to cell phones, smart watches, headphones, and other wearables that connect to a mobile network or the internet.

- The electronic device must be kept out of sight in a backpack or locker and turned off from the time the student enters the School building until the dismissal bell. Students may use their cell phone after school in the School building to contact parents to arrange pick-up.
- Students may not use their electronic device to respond to other privately-owned electronic devices in the School building and/or at School-sponsored activities unless specific permission is given by a teacher or the Campus Principal.
- Students may not use their electronic device while on the playground, during breakfast or lunch, in the hallways or classrooms, or in any private area of the School like restrooms, locker rooms, etc.
- Use of privately-owned electronic devices on a field trip or during a sporting event or extracurricular activity is up to the School official responsible for students participating in the activity.
- Inappropriate use of electronic devices includes but is not limited to the following:
  - ✓ Electronic devices may not be used to view, access, download, store, or transmit pornography or other obscene or inappropriate material.
  - ✓ Electronic devices may not be used to bully, threaten, humiliate, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees.
  - ✓ Electronic devices may not be used in ways that violate local, state, or federal laws.
  - ✓ Electronic devices may not be used during quizzes or tests unless specifically authorized by the teacher.
  - ✓ Access to privately-owned electronic devices is prohibited during state end of year testing.
- Electronic toys are not allowed in the School.
- Students violating the rules governing electronic devices may have the following consequences:
  - ✓ Parent contact.
  - ✓ Confiscation of their device.
  - ✓ Parents required to pick up device.
  - ✓ Disciplinary consequences depending on the number of previous infractions.
  - ✓ Law enforcement involvement if violation is potentially illegal.

Exceptions

The Campus Principal may give permission for a student to possess an electronic device for good cause, including medical reasons, if the device does not distract from the instructional or educational process and is not otherwise used inappropriately.

Parents may request that the Campus Principal allow a student to possess an electronic device on active mode at all times during the School day, with the exception of during tests and standardized assessments, for good cause, including medical needs or unusual family situations.

A student may possess an electronic device on active mode at all times during the regular School day, including during assessments, if such an accommodation is specified in a written Section 504 plan, an Individualized Education Plan, or in connection with other legitimate circumstances determined by the Campus Principal.

As directed by a School employee, electronic devices may be used in the event of an emergency during the limited period of the emergency in order to protect the safety of a student or School employee, visitor or volunteer.

Parents may make other individualized requests for exceptions to this policy to the Campus Principal.

Consequences for Violation

A student will receive one warning prior to discipline for violating this policy unless the violation involves cheating or constitutes a violation of the School's Student Conduct and Discipline Policy or Bullying and Hazing Policy or at the discretion of the Campus Principal. On the second violation of this policy, a privately-owned electronic device will be confiscated, labeled, and held in a secure location. The Campus Principal, teachers, and other individuals designated by the Campus Principal may confiscate privately-owned electronic devices under this policy.

An individual other than a student that finds or confiscates a privately-owned electronic device may search the device for the purpose of determining the device's owner. Students may not search electronic devices. Electronic devices that are used inappropriately may be subject to search by the Campus Principal if there is a reasonable suspicion that the device contains obscene or pornographic material or has been used to cheat or to threaten, embarrass, harass, or intimidate other students, teachers, volunteers, School guests, or School employees.

The School is not responsible for loss, damage or theft of any privately-owned electronic devices. The School will make reasonable efforts to notify parents/guardians that the School has a student's electronic device in its possession. Parents/guardians who show identification may retrieve confiscated electronic devices during School hours or by appointment. *The School will retain un-retrieved electronic devices until the end of the School year, at which the devices will be disposed of in a manner that ensures that no data stored on the device may be retrieved.*

The Campus Principal may impose additional disciplinary consequences for a student's violation of this policy, considering the nature of the violation and other disciplinary actions in which the student has been involved. Such disciplinary actions may include:

- Loss of the privilege to possess or use electronic devices
- Disciplinary letter to the student's parent/guardian that is placed in the student's file
- Detention
- In-School suspension
- Suspension
- Expulsion
- Loss of the privilege of participating in School-sponsored activities or of receiving honor recognition

The School may contact law enforcement if School employees believe that a student has used an electronic device in connection with a violation of criminal law, and criminal penalties may arise from inappropriate use of electronic devices.

Notice of the Policy

The School will make the Electronic Resources Policy and these procedures accessible on the School's website, including in the same location as the School's Data Governance Plan required in R277-487.

Creative and Innovative Uses for Electronic Devices

Teachers and other School employees are encouraged to use electronic devices creatively in order to effectively communicate with students and parents/guardians and to enhance instruction. Creative uses might include notifying absent students of assignments, communicating with parents when students excel or if they are behind or absent, notifying students and parents of news articles or events that would enhance the learning experience, providing feedback to students on tests and assignments, parents notifying the School when students are absent or tardy.

Other Provisions

Picture taking or sound or video recording by students using privately-owned electronic devices is prohibited in School. Picture taking or sound or video recording by students is prohibited in private areas of the School such as locker rooms, counseling sessions, washrooms, and dressing areas. Violation may subject students to discipline, and any suspected illegal activity may be reported to law enforcement.

Students bring privately-owned electronic devices on School property at their own risk. The School is not responsible for lost, stolen or damaged privately-owned electronic devices.

Students are responsible for their privately-owned electronic devices and may be subject to discipline if their device is misused by another.

Parents, guests and visitors to the School may use privately-owned electronic devices at School and at School-sponsored activities only in accordance with rules established by the Campus Principal. Such individuals who use the School's electronic resources, including the School's equipment, services, or connectivity, whether on or off School property, may not use such resources to access inappropriate material or information.

Students' privately-owned electronic devices may not be connected to the School's wireless network. School visitors may connect privately-owned devices to the School's guest wireless network.

Internet Safety

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

Definitions

Key terms are as defined in the Children's Internet Protection Act.

"Technology Protection Measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1- Obscene, as that term is defined in section 1460 of title 18, United States Code.
2- Child Pornography, as that term is defined in section 2256 of title 18, United States Code; or
3- Harmful to minors.

"Harmful to Minors" means any picture, image, graphic image file, or other visual depiction that:

1- Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2- Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3- Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

"Sexual Act" and **"Sexual Contact"** have the meanings given such terms in section 2246 of title 18, United States Code.

Access to Inappropriate Material

To the extent practical, the School will employ technology protection measures (or "Internet filters") to block or filter Internet access to—or other forms of electronic communications containing—inappropriate information over the School's network or by School-owned electronic devices.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes. Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of the Campus Principal or designated representatives.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the School online computer network when using electronic mail, chat rooms, instant messaging, social media, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking" and other unlawful activities and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all School employees to educate, supervise and monitor appropriate usage of the School's online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. This includes educating students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as cyberbullying awareness and response. The School will also provide information regarding these matters to parents/guardians.

Student Acceptable Use of School Electronic Resources

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

Electronic resources can provide access to a multitude of information and allow communication with people all over the world. Along with this access comes the availability of materials that may be considered inappropriate, unacceptable, of no educational value, or even illegal. The School has initiated safeguards to restrict access to inappropriate materials, and use of the Internet and other electronic resources is monitored as well.

In order to use the School's electronic resources, students must be willing to abide by the rules of acceptable use. Use of the School's electronic resources is a privilege, and students have no expectation of privacy in connection with their use of the School's electronic resources.

Students who abuse this privilege by actions such as damaging the School's electronic resources; violating copyrights; bullying, hazing, intimidation, humiliation, harassment and threats; accessing pornography or other obscene or inappropriate material; inappropriate language; gambling; unauthorized games; hacking; invasion of the reasonable expectations of privacy of students or employees; or other unauthorized or inappropriate use, will be subject to discipline. Violation of policies and rules regarding use of the School's electronic resources may also result in confiscation of School-issued devices and denial of access to the School's electronic resources. This may result

in missed assignments, inability to participate in required assignments and assessments, and possible loss of credit or academic grade consequences.

The School may contact law enforcement if School employees believe that a student has used School electronic resources in connection with a violation of criminal law, and criminal penalties may arise from inappropriate use of electronic resources. This applies to use of the School's electronic resources at any time and place, whether on or off School grounds.

Students are personally responsible for School electronic resources provided to them and the students and their parents/guardians may be held responsible for loss or damage to such electronic resources.

Parents play an important role in helping students understand what does and does not constitute acceptable use.

The Campus Principal shall ensure that additional rules and procedures regarding students' use of the School's electronic resources are established and clearly communicated to students and their parents/guardians. The Campus Principal shall ensure that students receive appropriate training regarding these rules and procedures.

Staff Acceptable Use of School Electronic Resources

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

At-Will Employment

Nothing in this policy is intended to create additional rights for any employee or to otherwise alter or amend the at-will nature of the employment relationship between the School and any employee.

The School's Rights

It is the School's policy to maintain an environment that promotes safe, ethical and responsible conduct in all activities involving the use of the School's electronic resources. The School recognizes its legal and moral obligation to protect the well-being of students and to preserve the integrity of its electronic resources. The School's rights in connection with its electronic resources include but are not limited to the following:

1. All data, files, programs, and materials downloaded with or used, sent, received, or stored upon the School's electronic resources are the School's property, and the School may deal with such items as it deems appropriate.
2. The School's Lead Director may log network use and monitor server space utilization by users and assumes no responsibility or liability for files deleted due to violation of server space allotments.

3. The School's Lead Director may remove a user account on the network with or without notice.
4. The School's Lead Director may monitor all user activities on the School's electronic resources, including but not limited to real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
5. The School's Lead Director may provide internal and external controls of network usage as appropriate and feasible, including but not limited to restricting online destinations through software or other means.
6. The School's Lead Director may limit or restrict, with or without notice, access to the School's electronic resources for those who do not abide by this policy or other direction governing the use of the School's electronic resources.
7. The School's Lead Director may determine, in its sole discretion, what materials, files, information, software, communications, and other content or activity are permitted or prohibited.
8. The School's Lead Director may delete or remove, with or without notice, any files, programs, data or other materials from any of the School's electronic resources.
9. The School's Lead Director may provide additional policies or guidelines regarding acceptable use of electronic resources.

Employees' Responsibilities Regarding Students' Use of Electronic Resources

Employees who supervise students, control electronic resources, or otherwise have the ability to observe student use of School electronic resources are responsible for educating students on appropriate use of the School's electronic resources. Such employees shall make reasonable efforts to monitor such use to ensure that it is consistent with applicable rules. Employees should make reasonable efforts to become familiar with the Internet and the use of the School's electronic resources to help ensure effective monitoring, instruction, and assistance.

User Responsibilities

Use of the School's electronic resources is a privilege intended to help employees fulfill their responsibilities and promote the School's mission. In order to maintain this privilege, users must agree to comply with this policy. Users who are aware of any violation of this policy by any employee must report the violation to the Campus Principal. Employees are responsible for any School electronic resources issued to them at all times and may be held responsible for any inappropriate use, regardless of the user.

Employees may use privately-owned electronic devices at School or at School-sponsored activities in accordance with rules and procedures established by the Campus Principal. Employees may not use privately-owned electronic devices at School or at School-sponsored activities to access inappropriate matter.

Violation of this policy is grounds for discipline, up to and including termination. The School may also notify law enforcement as appropriate, and such actions may subject an employee to criminal penalties.

Acceptable Use

Standards for acceptable use of the School's electronic resources include but are not limited to the following:

1. All use of the School's electronic resources, including but not limited to use of computers and other electronic devices, use of e-mail, and network and Internet access must be consistent with the School's mission.
2. Network accounts are to be used only by the authorized user of the account for the authorized purpose.
3. Users must take reasonable steps to protect the privacy of students, School employees and other members of the School community and must strictly maintain the confidentiality of information regarding such individuals.
4. Use of the School's electronic resources, whether inside or outside the School, must comply with the School's employee handbook, as established from time to time.
5. Employees must comply with applicable copyright laws, ethical rules, and other applicable laws and regulations.
6. Users must exercise appropriate professional judgment and common sense when transporting files to and from school, keeping in mind copyright and other legal issues, as well as ensuring that the non-School to or from which files are being transferred are employing appropriate virus-control technologies.
7. Users must exhibit professionally appropriate behavior when using the School's electronic resources in order to professionally represent and preserve the image the School.
8. Users must take reasonable precautions to protect the School's electronic resources in order to reduce repair costs, maintain the integrity of the network, and protect the School's assets. Employees who damage School electronic resources may be financially responsible for the cost of repair or replacement.
9. From time to time, the School will make determinations on whether specific uses of the School's electronic resources are consistent with the intent of this policy.

Unacceptable Use

The following uses of the School's electronic resources are prohibited:

1. Excessive use of the School's electronic resources for personal matters. "Excessive use" includes but is not limited to use of electronic resources in a manner that interferes with an employee's performance of work-related responsibilities or with the functioning of the School's electronic resources.
2. Use of the School's electronic resources in connection with social networking sites for non-academic purposes is prohibited.
3. Use of the School's electronic resources for commercial or for-profit purposes.
4. Use of the School's electronic resources for product advertisement or political lobbying.
5. Personal electronic devices may only be connected to the School's network with appropriate authorization.

6. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users, or impersonating or misrepresenting other users of the School's network.
7. Unauthorized use or disclosure of personal student information in violation of R277-487 and the Family Educational Rights and Privacy Act, 34 CFR, Part 99.
8. Use of the School's electronic resources in a manner that disrupts the use of the network by others.
9. Destroying, modifying, or abusing the School's electronic resources in any way.
10. Use of the School's electronic resources in a manner that threatens or impairs the integrity or security of the network.
11. Use of the School's electronic resources for hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors.
12. Downloading or installation of any software, including shareware and freeware, for use on the School's electronic resources without the approval of the Campus Principal or designee.
13. Use of any software on the School's electronic resources in violation of the applicable license or use agreement.
14. Use of the School's electronic resources to access, process, store, send or receive pornographic, sexually explicit or otherwise inappropriate material (as determined by the Campus Principal).
15. Use of the School's electronic resources for downloading entertainment software, files or other material not related to the mission of the School. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the School.
16. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of federal copyright law.
17. Use of the School's electronic resources for any unlawful purpose.
18. Use of the School's electronic resources to intentionally access, process, store, send or receive materials containing profanity, obscenity, racist terms, or other harassing, abusive, intimidating, threatening, discriminatory or otherwise offensive language or images.
19. Use of the School's electronic resources for playing games unless it is for instructional purposes or otherwise approved by the Campus Principal or designee.
20. Participating in activities, including but not limited to the preparation or dissemination of content, which could damage the School's professional image, reputation and/or financial stability.
21. Permitting or granting access to the School's electronic resources, including but not limited to granting use of an e-mail or network account or password, to another individual, including but not limited to someone whose access has been denied or terminated.
22. Portable data storage devices may only be used to backup or transport files and data between computers and use of such devices for the operation of unauthorized portable applications is prohibited.
23. Establishing connections to live communications, including text, voice, or video, may only be done in a manner approved by the Campus Principal or designee.

24. Malicious use of the School's electronic resources to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system.

Disclaimer

1. The School cannot be held responsible for information that is retrieved via the network.
2. Pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C. § 2510, et seq.), notice is hereby given that there are no facilities provided by the School's system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
3. The School is not responsible for any damage users may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by the School's negligence or your errors or omissions.
4. Use of any information obtained is at the user's own risk.
5. The School makes no warranties (expressed or implied) with respect to:
    - The content of any advice or information received by a user, or any costs or charges incurred as a result of seeing or accepting any information;
    - Any costs, liability, or damages caused by the way the user chooses to use his or her access to the network.
6. The School reserves the right to change its policies and rules at any time.

Privacy

Use of and access to the School's electronic resources is provided to employees as a tool for the School's business. The School reserves the right to monitor, inspect, copy, review, store or remove, at any time, without prior notice, any and all usage of the School's electronic resources such as the network and the Internet, including but not limited to e-mail, as well as any and all materials, files, information, software, electronic communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of the School. Employees should have no expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this policy.

Training

The School will provide, within the first 45 days of each school year, a school-wide or in-classroom training to employees and students that covers:

- The contents of these procedures;
- The importance of digital citizenship;
- The School's conduct and discipline related consequences as related to a violation of these rules;
- The School's general conduct and discipline policies;

- The benefits of connecting to the Internet and utilizing the School's Internet filters while on School property; and
- Any specific rules governing the permissible and restricted uses of privately-owned electronic devices while in a classroom.

Each educator who allows the use of a privately-owned electronic device in the classroom must clearly communicate to parents and students the conditions under which the use of such a device is allowed.

The School will provide an annual notice to all parents of the location of information for in-home network filtering options (https://consumerprotection.utah.gov/edu/filtering.html) as provided for in Utah Code 76-10-1231.

Policy Review

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

SAA Electronic Resources Policy
REVISION C
Board Approval Date: 6-17-22

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Syracuse Arts Academy
Staff Acceptable Use of School Electronic Resources
Acknowledgement of Receipt and Understanding

I hereby certify that I have read and fully understand the contents of the School's policies regarding use of the School's electronic resources. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I understand that my employment and continued employment is based in part upon my willingness to abide by and the School's policies, rules, regulations and procedures. I acknowledge that the School reserves the right to modify or amend its policies at any time, without prior notice. I acknowledge that these policies do not create any promises or contractual obligations between the School and its employees and that my employment with the School continues to be at will. My signature below certifies my knowledge, acceptance and adherence to the School's policies, rules, regulations and procedures regarding the use of its electronic resources. I acknowledge that violation of any of these policies may be grounds for discipline, up to and including termination.

_____
Employee Signature

_____
Employee Name

_____
Date

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Syracuse Art Academy
Employee Compensation During School Closure & Other Extraordinary Circumstances Policy

POLICY

Syracuse Arts Academy's (the "School") Board of Directors (the "Board") adopts this policy in order to authorize compensation to employees during school closure and other temporary extraordinary circumstances when employees are not able to perform all of the duties that they would normally be assigned to do and/or work all of the hours they would normally be scheduled to work in exchange for their agreed-upon compensation.

The Board delegates to the Lead Director the authority to assess all relevant factors, including but not limited to the anticipated availability and security of state and federal funding over the short and long term, and implement this policy when the situation warrants.

This policy may be applied retroactively.

Continued Employment and Compensation

The Board recognizes that closures and other temporary extraordinary circumstances impact normal school operations in many different ways, some of which are not foreseeable. The School nonetheless intends to keep employees employed and engaged in serving the School's students to the maximum extent possible during such circumstances. The School also desires to pay employees in full, as provided for in their employment agreements, to the maximum extent possible during such circumstances, including by providing paid time off when necessary.

Paid Time Off

Criteria for Paid Time Off

All of the following criteria must be met before paid time off may be given to an employee under this policy for any portion of an employee's compensation:

- The employee and the Lead Director or the Lead Director's designee have explored all reasonable alternatives for the employee to provide services in connection with their current position(s) and have determined that there are none;
- The employee and the Lead Director or the Lead Director's designee have determined that the employee has completed all possible training and professional development opportunities that can be conducted online or through self-directed opportunities; and
- The employee and the Lead Director or the Lead Director's designee have determined that there are no other reasonable work opportunities available for the employee—including work opportunities in other programs and work from home.

Substitute teachers are not eligible for paid time off under this policy. However, the school will explore opportunities for substitute teachers to provide services for their regular rate of pay during a closure or other extraordinary circumstances.

Documentation

For each employee receiving paid time off under this policy, the Lead Director and the employee will identify the expectations for what duties the employee will perform, the hours the employee will work, and the amount of paid time off the employee will receive.

Other Paid Time Off and Leave

This policy does not apply to or affect other paid time off or leave an employee may receive or be eligible for under other School policies or applicable law.

Compensation Expenditures Charged to Federal & State Grants & Programs

Compensation-related expenditures for employees who qualify for paid time off under this policy will be charged to the employee's regular position and program. This includes compensation-related expenditures for Federal and State grants and programs.

Only the portion of the employee's compensation that would normally be associated with a program will be charged to such program. Compensation charged to a program during extraordinary circumstances, including paid time off under this policy, will be calculated based upon the employee's employment agreement and normal average hours per day/week the employee worked before the extraordinary circumstances occurred.

If an employee is not able to complete all of his or her normal average hours by working in the employee's regular position and program but is able to make up the difference by working in a different program, the School will charge the employee's compensation to both programs in accordance with the hours the employee worked in each program. However, the employee will not be compensated beyond the normal average hours that the employee worked before the extraordinary circumstances began.

Notwithstanding the foregoing, if an employee receives paid time off under this policy and that paid time off is charged to the employee's regular position and program, the employee may not be compensated for additional time worked in another program.

Maximum Compensation

The School will pay employees in full, as provided in employment agreements, for all work performed under extraordinary circumstances, including any overtime as required by law.

However, paid time off under this policy is intended to make employees whole and reduce the financial burden caused by the extraordinary circumstances. This policy is not intended to provide an employee with a windfall.

Therefore, an employee's total compensation that includes paid time off under this policy may not exceed the amount provided for in the employee's employment agreement and may not exceed what the employee typically earned prior to when the extraordinary circumstances began.

The School will treat all employees the same under this policy, regardless of whether they are compensated through Federal or State grants or programs.

SAA Employee Compensation During School Closure Policy
Board Approval Date: 6-19-20

Syracuse Arts Academy
Enrollment & Lottery Policy

PURPOSE

The purpose of this policy is to provide guidelines on appropriate procedures on enrollment and lottery processes for Syracuse Arts Academy (the "School").

POLICY

In regard to applications, enrollment, and lottery procedures, the School will follow all state and federal laws.

General Information

Notice of the opportunity to submit an application and procedures for enrollment at the School shall be published on the School's website beginning no later than sixty (60) days before the School's initial open enrollment period. The School's website shall also include, but not be limited to, the following enrollment information: (i) a description of the procedures for applying for admission to the School; (ii) the School's calendar; and (iii) a description of how a student may transfer from the School to another charter school or district school.

For each enrollment period during which the School accepts applications from students, the School shall publicize that it is accepting applications on the School website.

The School shall follow the provisions of Utah Code § 53G-6-503, Utah Administrative Code Rule R277-551-5, and Utah Administrative Code Rule R277-472-5, each of which include requirements related to admissions, enrollment, withdrawals, and transfers.

Lottery

For each enrollment period, if there are more applications for admission in any grade than there are available openings in that grade, the School shall conduct a lottery to determine which students will be admitted to the School. The School shall conduct its lottery electronically and notify accepted students via e-mail or telephone.

In accordance with Utah Code § 53G-6-502, the following students shall receive preference in the School's lottery in the following order: a child or grandchild of an individual who has actively participated in the development of the School; a child or grandchild of a member of the School's Board of Directors; a sibling of an individual who is presently enrolled in the School; a child of a teacher or administrator of the School; a student articulating between the School's campuses; a student who resides within a one-mile radius of either of the School's campuses; and a child of a military servicemember as defined in Utah Code § 53B-8-102. Such students shall not, however, be given priority notice or guaranteed admission to the School.

The School shall not give preference to any student and shall not make any enrollment decision on any basis prohibited by state or federal law, including federal civil rights laws and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"). Specifically, the School shall not request any student data of applicants other than their name, grade level, and parent contact information prior to the lottery.

The School's lottery shall be held in January or February of each year with additional lotteries held periodically as needed until the desired enrollment numbers are reached. The School may, at the discretion of the School's Lead Director, continue to enroll students from the lottery throughout the school year to fill spots left open when students withdraw.

Past Disciplinary Issues

Any student seeking enrollment in the School who was suspended for ten (10) days or more from another school for disciplinary reasons within the previous twelve (12) months shall not be admitted to the School until a thorough review of the student's prior conduct is evaluated by the School's administration. In accordance with Utah Code § 53G-8-205(3), the School may deny admission to the School to students who were expelled from the School or any other school during the preceding twelve (12) months. In addition, consistent with Utah Administrative Code Rule R277-472-6, the School may deny admission to the School to students who have disciplinary procedures pending at their previous school until previous allegations have been resolved.

Parents of students seeking admission to the School must disclose to the School information about their student's past serious disciplinary actions and criminal convictions. If this information is not disclosed in connection with a student's application for enrollment in the School and is discovered after the student is enrolled in the School, the student may be immediately suspended until the School's administration investigates the matter and reaches a final disciplinary decision in accordance with School policy. Situations involving students receiving special education and related services under the IDEA shall be handled in a manner consistent with applicable laws and School policy.

SAA Enrollment & Lottery Policy
REVISION B
Board Approval Date: 10-07-21

Equipment Acquired with Federal Funds
Administrative Procedures

Syracuse Arts Academy (the "School") will use, manage, and dispose of equipment acquired with federal funds in accordance with applicable federal law, including 2 CFR 200.313(c)-(e).

Management Requirements

With respect to managing equipment acquired in whole or in part with federal funds, the School will:

a. Maintain property records that include:
   i. A description of the equipment;
   ii. A serial number or other identification number for the equipment;
   iii. The source of funding for the equipment;
   iv. Who holds title to the equipment;
   v. The date the equipment was acquired by the School;
   vi. The cost of the equipment;
   vii. The percentage of participation in the project costs for the federal award under which the equipment was acquired;
   viii. The location of the equipment;
   ix. The use and condition of the equipment; and
   x. Any ultimate disposition data with respect to the equipment, including the date of disposal and sale price of the equipment.
b. Take physical inventory of the equipment and update/reconcile the property records accordingly at least once every two years.
c. Develop and implement a control system that will provide adequate safeguards to prevent loss, damage, or theft of the equipment.
d. Investigate any loss or damage to or theft of the equipment.
e. Regularly maintain and/or service the equipment to help ensure the equipment remains in good condition.
f. If authorized or required to sell the equipment, engage in a sales process that will help ensure the School receives the highest possible return on the sale of the equipment.

Use and Disposition Requirements

Regarding the use and disposition of equipment acquired with federal funds, the School will follow the requirements in 2 CFR 200.313(c) and (e).

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Syracuse Arts Academy
E-Rate Gift Policy

It is the policy of Syracuse Arts Academy (the "School") to comply with the gift rules outlined in the FCC's 6th Report and Order. Specifically, as an E-Rate applicant, the School and its employees and agents will not solicit or accept any gift or other thing of value from a service provider participating in or seeking to participate in the E-Rate program. This policy is applicable at all times and is not in effect or triggered only during the time period when the competitive bidding process is taking place. Notwithstanding the foregoing, this policy is not intended to discourage charitable giving.

SAA E-Rate Gift Policy
Board Approval Date: 9-05-13

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Syracuse Arts Academy
E-Rate Procurement Policy

In selecting service providers for all eligible goods and/or services for which Universal Service Fund ("E-Rate") support will be requested, Syracuse Arts Academy (the "School") shall:

Make a request for competitive bids for all eligible goods and/or services for which E-Rate support will be requested and comply with all applicable state procurement processes.

Wait at least twenty-eight (28) days after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers.

Consider all bids submitted and select the most cost-effective service offering, with price being the primary factor considered.

Maintain control over the competitive bidding process; shall not surrender control of the process to a service provider who is participating in the bidding process; and shall not include service provider contact information on the FCC Forms 470.

If a situation is not addressed by this policy, the School will follow 47 C.F.R., section 54.503.

SAA E-Rate Procurement Policy
Board Approval Date: 9-05-13

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Syracuse Arts Academy
E-Rate Record Retention Policy

It is the policy of Syracuse Arts Academy (the "School") to retain all e-Rate records for a period of five (5) years after the last date of service in accordance with FCC Fifth Report and Order (Para. 47, FCC 04-190, Adopted August 4, 2004).

SAA E-Rate Record Retention Policy
Board Approval Date: 9-05-13

Syracuse Arts Academy
Ethics Policy

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

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

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

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

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

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

(c) using or attempting to use his/her official position to:
(i) further substantially his/her personal economic interest; or
(ii) secure special privileges or exemptions for himself/herself or others;

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

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

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

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

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

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

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

SAA Ethics Policy
Board Approval Date: 9-05-13

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Syracuse Arts Academy
Extended-Curricular Student Travel Policy

The Syracuse Arts Academy Board of Directors (the "Board") acknowledges the benefits derived from participation in extended school activities and/or functions whose sponsorship legitimately recognizes and enhances special achievement and performance:

1. The scope of extended-curricular travel would be to enhance and enrich the achievement and/or performance of the individual student participants or a designated group of participants. Such extended-curricular travel is limited to students in grades 8-9.

2. Extended-curricular travel is construed to mean overnight travel, out-of-state travel, or travel beyond 350 miles from the school under the auspices of local school management and within the confines of established, chartered school clubs and regular curricular programs.

3. Any proposed extended-curricular travel request should be given long-term consideration, complement the total school master plan, and provide a wholesome experience for the participants.

4. Extended-curricular travel requests must be for educational purposes. Groups who have been "invited" to participate in a function of no direct educational value will be denied. Invitational activities that have direct educational value, be they initiated by the local school group requesting participation, or be they initiated through outside solicitors, are subject to the most stringent scrutiny and are the least desirable for school support and student participation. Such invitational activities within 350 miles (one way) of the school will be limited to one such travel experience every other year per participating group.

5. Extended-curricular travel is restricted to the continental United States. The extended-curricular travel experience must articulate with curriculum programs and should not create unnecessary disruptions of regular school studies. These extended-curricular travel experiences are limited to performing arts groups, including cheerleading and student government officers, as well as other groups authorized by the principal and approved by the Lead Director. Such extended-curricular travel will be limited to one such travel experience every two years per participating group. A sufficient number of chaperones will be designated and approved by school administration for each travel experience.

6. The Board has withdrawn sponsorship of all foreign travel programs involving students of Syracuse Arts Academy and is not liable for any statements referring to such programs. Any solicitation that connects Syracuse Arts Academy with a foreign travel tour is in violation of this policy. Teachers and other school employees are not allowed to act as agents for a travel agency, to sell that company's products or to present that company's activities to students of their class or school.

7. The Board does not authorize its teachers or other employees to use school names for travel connected with a private company. Any solicitation that connects Syracuse Arts Academy with a private domestic tour is in violation of this policy. Teachers are not allowed to act as agents for a travel agency for domestic travel, to sell that company's products or to represent that company's activities to students of their class or school.

8. All extended-curricular travel requests must be scrutinized by the school administration prior to being submitted to the School Travel Committee for decision as described in paragraph 10. All extended-curricular travel requests must be in writing and follow the format of the "Extended-Curricular Travel Request" form. All extended-curricular travel requests must bear the principal's signature and his/her recommendations.

9. Local school promotions/advertising activities for school travel can only occur after authorization has been granted at the appropriate level set forth below.

10. The Syracuse Arts Academy principal with approval of the Lead Director is authorized to render final disposition(s) on local school travel requests where travel would lie within 350 miles of the school and would not constitute extended-curricular travel.

11. The Syracuse Arts Academy Travel Committee is authorized to render final disposition(s) on extended-curricular travel requests and will scrutinize all such requests. The School Travel Committee is comprised of the Jr. High Principal, Jr. High Assistant Principal, Lead Director, one Parent, and one member of the Board.

12. The School Travel Committee will submit a summary report of approved extended-curricular travel to the Board prior to the extended-curricular travel taking place. Approval of any travel-related costs that would incurred by the school must be handled in accordance with the school's Purchasing & Disbursement Policy.

13. Licensed public carriers will be used to transport students.

14. Out-of-school time should not exceed three days; however, if such experiences are school directed, an outgrowth of the curriculum and the experience is education and productive, this time may be extended.

15. Advisor(s) will be required to accompany authorized chartered groups --- to provide leadership, safe conduct and chaperonage.

16. Fundraising projects to promote and assist school/group expenses should not be placed in a pressure position to support these activities and should adhere to the school's Donations and Fundraising Policy.

17. Notwithstanding the foregoing, either the Board or the School Travel Committee may authorize the following exceptions to this policy:

a. Allowing students other than those in grades 8-9 to participate in extended-curricular travel; and
b. Allowing an increase to the number and/or frequency of travel experiences per participating group.

Family Educational Rights and Privacy Act
Notice of Directory Information

Directory Information

The Family Educational Rights and Privacy Act ("FERPA"), a federal law, requires that Syracuse Arts Academy (the "School"), with certain exceptions, obtain a parent or eligible student's (eligible students are students 18 years of age or older) written consent prior to the disclosure of personally identifiable information ("PII") from a student's education records. However, the School may disclose appropriately designated "directory information" without written consent, unless a parent or eligible student has advised the School to the contrary in accordance with School procedures.

Purpose of Directory Information

The primary purpose of directory information is to allow the School to include information from a student's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual School yearbook;
- Honor roll or other recognition lists;
- Graduation/promotion programs; and
- Sports programs or activity sheets showing the weight and/or height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent or eligible student's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks.

Military Recruiters and Institutions of Higher Education

In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (the "ESEA"), to provide military recruiters and institutions of higher education, upon request, with secondary student names, addresses and telephone listings unless parents or eligible students have advised the LEA that they do not want such information disclosed without their prior written consent. *See* Section 9528 of the ESEA (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).

Opting Out

If a parent or eligible student does not want the School to disclose any or all of the types of information designated below as directory information from the student's education records without prior written consent, the parent or eligible student must so notify the School in the "Notice for Directory Information" Section in the student's Registration Packet **prior to** submitting the Registration Packet to the School.

What Information is Designated as Directory Information?
The School has designated the following student information as directory information:

- Name;
- Photograph;
- Grade level;
- Participation in officially recognized activities and sports;
- Degrees, honors, and awards; and
- Parent names and contact information.

SAA FERPA Notice of Directory Information
Last Updated: 9-29-21

Family Educational Rights and Privacy Act
Notification of Rights

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students 18 years of age or older ("eligible students") certain rights with respect to their education records. These rights include:

1. The right to inspect and review the student's education records within 45 days after the day Syracuse Arts Academy (the "School") receives a request for access. A parent or eligible student should submit to the Campus Principal/Director a written request that identifies the record(s) the parent or eligible student wishes to inspect. The School will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request an amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

   Parents or eligible students who wish to ask the School to amend a record should write the Campus Principal/Director, clearly identify the part of the record they want changed, and specify why it should be changed.

   If the School decides not to amend the record as requested, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official typically includes a person employed by the School in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health staff); a person serving on the School's board of directors; contractors, consultants, volunteers, and other outside parties to whom the School has outsourced institutional services or functions that the School would otherwise use its own employees to perform and who is under the direct control of the School and subject to the same conditions governing the use and redisclosure of education records that apply to other school officials, such as an attorney, auditor, therapist, medical consultant, or education service provider; or a parent, student, or other School volunteer assisting another school official in performing his or her tasks. A school

official typically has a legitimate educational interest if the school official needs to review an education record in order to fulfill his or her professional responsibilities for the School.

Upon request, the School may also disclose education records without a parent or eligible student's prior written consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Please refer to the list on the following page for a summary of disclosures schools may make without receiving prior written consent from a parent or eligible student.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Disclosures Schools May Make Without Prior Written Consent

FERPA permits the disclosure of PII from students' education records without consent of the parent or eligible student if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. A school may disclose PII from the education records of a student without obtaining prior written consent from a parent or eligible student as follows:

- To other school officials, including teachers, within the school whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(*1*)-(a)(1)(i)(B)(*3*) are met. (§ 99.31(a)(1))

- To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled, if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State Education Agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))

- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6))

- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))

- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))

- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))

- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))

- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))

- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

SAA FERPA Notification of Rights
Last Updated: 10-05-18

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Syracuse Arts Academy
Family Education Rights and Privacy Policy

POLICY

The purpose of this policy is to encourage positive parental involvement in the education of children attending Syracuse Arts Academy (the "School"). The School will comply with State and federal laws concerning family educational rights and privacy, including but not limited to the federal Family Educational Rights and Privacy Act and the Utah Educational Rights and Privacy Act.

The School's Lead Director will establish administrative procedures that provide standards for the protection of private information within the curriculum and other school activities and in the administration of psychological or psychiatric examinations, tests, or treatments, or any survey, analysis or evaluation of students. The procedures will also address the management of student educational records.

SAA FERPA Policy
REVISION A
Board Approval Date: 10-08-15

Family Education Rights & Privacy
Administrative Procedures

These procedures are established pursuant to the Board's Family Educational Rights and Privacy Policy

Activities Prohibited without Prior Written Consent

Prior Written Consent Requirement

Any School employee or agent who plans to administer to a student in any grade any psychological or psychiatric examination, test, or treatment, or any survey, analysis or evaluation that has the purpose or evident intended effect of causing the student to reveal information, whether the information is personally identifiable or not, concerning the student's or any family member's:

a) political affiliations or, except as provided under Utah Code § 53A-13-101.1 or rules of the Utah State Board of Education, political philosophies;
b) mental or psychological problems;
c) sexual behavior, orientation, or attitudes;
d) illegal, anti-social, self-incriminating, or demeaning behavior;
e) critical appraisals of individuals with whom the student or family member has close family relationships;
f) religious affiliations or beliefs;
g) legally recognized privileged and analogous relationships, such as those with lawyers, medical personnel, or ministers; or
h) income, except as required by law;

shall obtain prior written consent from the student's parent or guardian at least two (2) weeks before the test/treatment/survey/analysis/evaluation is administered or the information listed above is sought, unless the employee or agent must seek this type of private information due to an emergency, or unless a student spontaneously discloses the information.

The prohibitions also apply within the curriculum and other School activities.

Parental Notice and Consent Checklist

In order to be valid, written parental notice and consent shall include the following:

a) parent signature; and
b) written notice that the parent may obtain written information concerning:
    i. why the test, treatment, survey, analysis, or evaluation is being administered;

ii. when the test, treatment, survey, analysis, or evaluation will be administered (the date of administration must be at least two (2) weeks from the date of parent notice);
iii. where the test, treatment, survey, analysis, or evaluation will be administered;
iv. who will administer the test, treatment, survey, analysis, or evaluation and who will have access to the information gathered;
v. what information is being sought and how it will be collected (i.e., parents must be notified of their right to examine test questions and materials, research proposals and methodologies, etc.);
vi. address and phone number of a School employee to whom parents may direct inquiries or concerns (campus principal, teacher, lead director, etc.).

A general consent used to approve admission to school or involvement in special education, remedial education, or a school activity does not constitute written consent for these purposes.

Duration of Parental Authorization

Unless otherwise agreed to by a student's parent or guardian and the person requesting written consent, the authorization is valid only for the activity for which it was granted; or until the parent withdraws consent, during the course of the activity, by submitting a written withdrawal of authorization to the Campus Principal.

Waiver of Parental Notice Period

A parent may waive the 2-week notice period by signing and returning a written waiver to the School.

Well-Being of a Student

If a School employee or agent believes that a situation exists that presents a serious threat to the well-being of a student, that employee or agent shall notify the student's parent or guardian without delay. If, however, the matter has been reported to the Division of Child and Family Services (DCFS), it is the responsibility of DCFS to notify the student's parent or guardian.

Risk of Suicide

If a school employee or agent believes a student is at risk of attempting suicide, physical self-harm, or harming others, the school employee or agent may intervene and ask a student questions regarding the student's suicidal thoughts, physically self-harming behavior, or thoughts of harming others for the purposes of: (i) referring the student to appropriate prevention services; and (ii) informing the student's parent or legal guardian.

Student Education Records Management

Parents/guardians have the right to inspect and review all of their student's education records maintained by the School. If the education records of a student contain information on more than one student, the parent/guardian may inspect and review or be informed of only the specific information about their student.

- The School will grant a request by a parent/guardian for access to the education records of their child within a reasonable period of time, but in no case more than forty-five (45) days after the request has been made.

Parents/guardians may challenge and request the School to amend any portion of their student's education record that is inaccurate, misleading or in violation of the privacy rights of the student.

- The School shall consider the request and decide whether to amend the records within a reasonable amount of time. If the Lead Director decides not to amend the record as requested, the Lead Director shall inform the parent/guardian of the decision and of their right to a hearing.

- Upon request of a parent or guardian, the School shall provide an opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading, or in violation of the privacy rights of the student.

- Such hearing shall be informal and shall be conducted by an individual who does not have a direct interest in the outcome of the hearing.

- If, as result of the hearing, the School decides that the challenged information is inaccurate or misleading, the record should be amended accordingly and the parent/guardian informed in writing.

- If, as result of the hearing, the School decides that the challenged information is not inaccurate or misleading, it shall inform the parent/guardian of their right to place a statement in the record, commenting on the challenged information in the record, or stating why they disagree with the decision. Any such document must remain with the contested part of the record for as long as the record is maintained, and shall be disclosed whenever the portion of the record to which the statement relates is disclosed.

The School may not disclose information related to education records without prior parental consent, except as provided by law. Such exceptions include, but are not limited to disclosures:

- To school officials who have a legitimate educational interest;
- To a person or company with whom the School has contracted to perform a special task;
- To other schools that have requested the records and in which the student seeks or intends to enroll, or where the student is already enrolled, so long as the disclosure is for purposes related to the student's enrollment or transfer;
- To individuals who have obtained court orders or subpoenas;
- To individuals who need to know in cases of health and safety emergencies;

- To officials in the juvenile justice system;
- In connection with audit and evaluation of federally or state supported education programs;
- To the Immigration and Naturalization Service (INS) for foreign students attending school under a visa; or
- To the Attorney General of the United States in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes.

The School may disclose directory information for appropriate reasons if it has given parents annual notice of their right to request that their student's directory information not be released by the School.

- The following information relating to students may be declared directory information from time to time:
    a. name, address, e-mail address, and telephone number;
    b. date and place of birth;
    c. major field of study;
    d. participation in officially recognized activities and sports;
    e. weight and height of members of athletic teams;
    f. dates of attendance;
    g. degrees and awards received;
    h. most recent previous education agency or institution attended; and
    i. photograph

- The School shall not release directory information to any individual or organization for commercial use.

The School shall give full rights to student education records to either parent (or guardian), unless the School has been provided with evidence that there is a court order or other legally binding instrument relating to matters such as divorce, separation, or custody that specifically revokes these rights.

Confidentiality of Student Information

The School and all employees, volunteers, third party contractors, or other agents of the School shall protect the privacy of the student and the student's family through compliance with the protections established under state and federal law.

The School will provide appropriate training to employees regarding the confidentiality of student performance data and personally identifiable student information.

Data Collection and Storage Procedures

The School will ensure that school enrollment verification data, student performance data, and personally identifiable student information are collected, maintained and transmitted in a secure manner and consistent with sound data collection and storage procedures.

Access to Information

Access to confidential student information will be limited to individuals with a legitimate educational interest in the data. The Lead Director or Campus Principal will determine which individuals have a legitimate educational interest in having access to particular data. In general, this will include the Lead Director, Campus Principal, other administrative personnel such as an assistant administrator or counselor, members of the School's front office staff, members of the School's special education staff (in accordance with special education regulations regarding school records), teachers (for students in their classes), and third parties with which the School has contracted to perform special tasks for the School. The School will ensure that all individuals who have access to student information will understand how, where and when they can access this data and will commit to fulfill their obligations to protect the confidentiality of the information.

Physical Protection

Any physical documents containing confidential student information will be stored in a secured, locked location. Access to the storage location will be determined by the Lead Director or Campus Principal.

Technological Protection

The School will ensure that appropriate technological protections are in place, as described below, whenever the School gathers, transmits, or stores confidential information electronically.

The School currently uses Aspire as its Student Information System. This is the primary location in which the School will store electronic data. This program provides a secure location for the maintenance and transmission of confidential student information. In the event the School decides to use a Student Information System other than Aspire, the School will ensure that the system is approved by USOE and is adequately secure.

The School uses an online registration system for the registration and enrollment of all new students entering the school and for the declaration of current students for re-enrollment. This system is used to run lotteries when applications to the School exceed available openings. The School uses the system to gather student information to enter into the School's Student Information System. This system has been designed with security features that satisfy industry standards. The School will ensure that the system is updated over time to maintain adequate security.

All confidential student information that is stored electronically will be in a location that is password protected. Such data will not be stored on local device drives or on removable data storage media.

The School will ensure that its network, including servers and wireless access components, employs industry standard security measures.

School personnel will not share log in information for any system in which confidential student information is stored unless authorized by the Lead Director or Campus Principal.

Confidential student information will only be transmitted through secure means such as Movelt and will not be transmitted via e-mail in an unencrypted format.

Personnel Responsibilities
School personnel are responsible for entering student data into the School's Student Information System. This includes information obtained through the School's online registration system and other data gathered throughout the course of the school year. School personnel also manage the maintenance and reporting of records and data required by governmental entities.

The Lead Director will ensure that School personnel will periodically obtain professional training to ensure that they perform their responsibilities properly and that they comply with all requirements associated with protecting and maintaining the confidentiality of student records and data. This training may include topics such as appropriate and inappropriate access and use of data; who may access data and for what purposes; asking questions when access decisions need to be made; handling problems when misunderstandings arise; data collection procedures and expectations; protecting data during collection, use and storage; key aspects of data security.

Third Party Access to Confidential Information

The School's Educational Services Provider, Academica West, will have access to the personally identifiable student data and school enrollment verification data collected and maintained by the School in connection with legitimate educational purposes of the School.

Data Breach

The School will notify the parent or guardian of a student if there is a release of the student's personally identifiable student data due to a security breach.

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Syracuse Arts Academy
Fee Waiver Policy

PURPOSE

Syracuse Arts Academy (the "School") must abide by the Utah State Board of Education rules which direct the School's Board of Directors (the "Board") to implement a policy regarding student fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in school-sponsored activities.

POLICY

Under the direction of the Board, the School's Lead Director is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

Definitions

"Co-curricular activity" means an activity, course, or program that:

(a) is an extension of a curricular activity;
(b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;
(c) is conducted outside of regular School hours;
(d) is provided, sponsored, or supported by the School;
(e) includes a required regular School day activity, course, or program.

"Curricular activity" means an activity, course, or program that is:

(a) intended to deliver instruction;
(b) provided, sponsored, or supported by the School; and
(c) conducted only during School hours.

"Extracurricular activity"

(a) means an activity, a course, or a program that is:
  (i) not directly related to delivering instruction;
  (ii) not a curricular activity or co-curricular activity; and
  (iii) provided, sponsored, or supported by the School.
(b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means something of monetary value requested or required by the School as a condition to a student's participation in an activity, class, or program provided, sponsored, or supported by the School. This includes money or something of monetary value raised by a student or the student's family through fundraising.

“Instructional equipment”

(a) means an activity-related, course-related, or program-related tool or instrument that:
  (i) is required for a student to use as part of an activity, course, or program in a secondary school;
  (ii) typically becomes the property of the student upon exiting the activity, course, or program, and
  (iii) is subject to a fee waiver;
(b) includes:
  (i) shears or styling tools;
  (ii) a band instrument;
  (iii) a camera;
  (iv) a stethoscope; or
  (v) sports equipment, including a bat, mitt, or tennis raquet.
(c) does not include school equipment.

“Instructional supply” means a consumable or non-reusable supply that is necessary for a student to use as part of an activity, course, or program in a secondary school and includes:

(a) prescriptive footwear;
(b) brushes or other art supplies, including clay, pain, or art canvas;
(c) wood for wood shop;
(d) Legos for Lego robotics;
(e) film; or
(f) filament used for 3D printing.

"Non-waivable charge" means a cost, payment, or expenditure that:

(a) is a personal discretionary charge or purchase, including:
  (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program;
  (ii) a charge for college credit related to the successful completion of:
    (A) a concurrent enrollment class; or
    (B) an advanced placement examination; or
  (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;
(b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or
(c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:
  (i) a school uniform as provided in Utah Code § 53G-7-801;
  (ii) a school lunch; or
  (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

(a) means an activity, class, program, fundraiser, club, camp, clinic, or other event that:
  (i) is authorized by the School; or
  (ii) satisfies at least one of the following conditions:

(A) the activity, class, program, fundraiser, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
(B) the activity, class, program, fundraiser, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
(C) the activity, class, program, fundraising event, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.

(b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

“Provision in lieu of fee waiver”

(a) means an alternative to fee payment or waiver of fee payment; and
(b) does not include a plan under which fees are paid in installments or under some other delayed payment arrangement.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

(a) fully participate in school or in a School activity, class, or program;
(b) successfully complete a School class for the highest grade; or
(c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:
(i) peer pressure, shaming, stigmatizing, bullying, or the like; or
(ii) withholding or curtailing any privilege that is otherwise provided to any other student.

“School equipment” means a durable school-owned machine, equipment, or tool used by a student as part of an activity, course, or program in a secondary school and includes a saw or 3D printer. “School equipment” includes a saw or 3D printer.

"Something of monetary value"

(a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and
(b) includes:
(i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
(ii) payments made to a third party that provide a part of a School activity, class, or program;
(iii) classroom textbooks, supplies or materials;
(iv) charges or expenditures for school activity clothing; and
(v) a fine, except for a student fine specifically approved the School for:
(A) failing to return School property;

(B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or
(C) improper use of School property, including a parking violation.

"Textbook"
(a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;
(b) includes:
  (i) a hardcopy book or printed pages of instructional material, including a consumable workbook; or
  (ii) computer hardware, software, or digital content.
(c) does not include instructional equipment or instructional supplies.

"Waiver" means a full release from the requirement of payment of a fee and from any provision in lieu of fee payment.

General School Fees Provisions

The School may only collect a fee for an activity, class, or program provided, sponsored, or supported by the School consistent with School policies and state law.

Beginning with the 2021-2022 school year:
(a) if the School imposes a fee, the fee shall be equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; and
(b) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee.

Beginning with the 2022-23 school year, the School may not sell textbooks or otherwise charge a fee for textbooks or the maintenance costs of School equipment as provided in Section 53G-7-602, except for a textbook used for a concurrent enrollment or advanced placement course.

All fees are subject to the fee waiver provisions of this policy.

Fees for Classes & Activities During the Regular School Day

Fees for Students in Kindergarten through Sixth Grade

No fee may be charged in kindergarten through sixth grade for materials, textbooks, supplies (except as provided below), or for any class or regular school day activity, including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student's parent or a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish on a voluntary basis student

supplies for student use. The list provided to a student's parent or guardian must include and be preceded by the following language:

> "NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

The School may charge a fee to a student in grade six if all of the following are true:

(a) the School has students in any of the grades seven through twelve;
(b) the School follows a secondary model of delivering instruction to the School's grade six students; and
(c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.

Fees for Students in Seventh through Ninth Grade

Fees may be charged in grades 7-9 in connection with an activity, class, or program provided, sponsored, or supported by the School that takes place during the regular school day if the fee is approved as provided in this policy and state law. All such fees are subject to waiver. In addition, if an established or approved class requires payment of fees or purchase of items (i.e., tickets to events, etc.) in order for students to fully participate and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades, the fees or costs for the class are subject to waiver.

In project related courses, projects required for course completion will be included in the course fee.

Secondary students may be required to provide their own student supplies, subject to the fee waiver provisions of this policy.

Fees for Optional Projects

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

Fees for Activities Outside of the Regular School Day

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to a co-curricular or extracurricular activity may not exceed the maximum fee amounts for the co-curricular or extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (i.e., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.

In the event the School provides supplemental kindergarten, the School may charge a fee related to a student's enrollment in the supplemental kindergarten. A fee for supplemental kindergarten is subject to waiver.

Fee Schedule

The Board will approve a Fee Schedule at least once each year on or before April 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may be charged or assessed in connection with an activity, class, or program provided, sponsored, or supported by the School, including for a curricular, co-curricular or extracurricular activity, unless the fee has been set and approved by the Board, is equal to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

Maximum Fee Amounts

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

The amount of revenue raised by a student through an individual fundraiser for an activity, as well as the total per student amount expected to be received through required group fundraising for an activity, will be included as part of the maximum fee amount per student for the activity and maximum total aggregate fee amount per student.

Notice to Parents

The Lead Director will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year. The procedures for obtaining fee waivers and for appealing a denial of a waiver will also be included with the School's registration materials.

The School will post the applicable Fee Schedule and Fee Waiver Policy, including maximum fee amounts, on the School's website each school year.

Donations

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student.

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but all such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

Fee Collection

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a course grade; or withhold official student records, including written or electronic grade reports, diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

Fee Refunds

Student fees are non-refundable unless the School's Fee Schedule states otherwise.

Budgeting and Spending Revenue Collected Through Fees

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

Beginning with the 2020-2021 school year, the School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

The School will share revenue lost due to fee waivers across the LEA's campuses. Financial inequities or disproportional impact of fee waivers will not fall inequitably on any one campus. The School will establish a procedure to identify and address potential inequities due to the impact of the number of students who receive fee waivers at each campus.

School Fee Collections & Accounting Procedures

It is the responsibility of the Lead Director to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Lead Director. Students may not collect fees.

Beginning in the 2020-21 school year, the School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

The School will distribute the impact of fee waivers across the School's campuses so that no individual campus carries a disproportionate share of the School's total fee waiver burden.

Fee Waiver Provisions

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of fee waivers. Fee waivers or other provisions in lieu of fee waivers will be available to any student whose parent is unable to pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

Fee Waiver Administration

The Lead Director will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 123g (FERPA).The School may not identify a student on fee waiver to students, staff members, or other

persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

Fee Waiver Eligibility

A student is eligible for a fee waiver if the School receives verification that:

(a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;
(b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
(c) The family receives TANF funding. If a student's family receives TANF, the School may require a letter of decision covering the period for which the fee waiver is sought from the Utah Department of Workforce Services; or
(d) The student is in foster care through the Division of Child and Family Services or is in state custody. If a student is in state custody or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department.

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case by case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

Fee Waiver Approval Process

The Lead Director will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website and in registration materials each year.

The Lead Director will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

The School will maintain documentation of fee waiver applications and decisions that is adequate to report the required information to the Utah State Board of Education.

Appeal Process

Denial of eligibility for a waiver may be appealed in writing to the Principal or Lead Director within ten (10) school days of receiving notice of denial. The School shall contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Principal or Lead Director to discuss the parent's concerns. If, after meeting with the Principal or Lead Director, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

Alternatives to Fees and Fee Waivers

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Principal or Lead Director will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers. However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour or service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

Annual Review, Approval, and Training

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

SAA Fee Waiver Policy
REVISION F
Board Approval Date: 8-06-20
Board Re-Approval Date: 2-03-22

Syracuse Arts Academy
Financial, Debt and Risk Management Plan

In general, the Board of Directors and administration of Syracuse Arts Academy (the "School") shall manage the financial affairs of the School based on the following principles: (1) comply with all applicable laws and bond covenants; (2) provide the best educational services to the students of the School consistent with the School's charter; and (3) get the most effective and cost efficient services possible in all areas at the School.

Financial

General Financial Management

The Board understands that the School is a steward over the financial resources and assets entrusted to it by the state of Utah. The Board recognizes the need to abide by all applicable laws and regulations, including Utah Code 53A-1a-508, including the following acknowledgements: (i) fiscal procedures will be consistent with generally accepted financial management standards; and (ii) neither the chartering entity nor the state, including an agency of the state, is liable for the debts or financial obligations of the School or persons or entities who operate the School, unless agreed to in writing with the School.

The School adheres to Generally Accepted Accounting Principles as constituted by the Financial Accounting Standards Board. The School also complies with all applicable areas of the Utah Money Management Act. Cash collected at the School is handled properly, as set forth in the School's Cash Handling Policy.

In accordance with state law, the School, prior to June 30th of the each fiscal year, prepares an annual operating budget for the next fiscal year. The budget is designed so that the School priorities, as established by the Board, are met. All budgets and budget amendments are approved by the Board through a vote in a public meeting in accordance with the Utah Open and Public Meetings Act.

Subject to appropriation limits with object codes and other restrictions, the School reserves the right to reallocate funds from one line item in the budget to another if purchasing practices or conservation result in an expenditure different from the budgeted amount. The Board may choose to add undistributed reserves from the School operational budget to the following year and/or may reallocate them to the current fiscal year's budget, at its discretion. The budget and cash flow projections utilized by the School provide sufficient detail to enable reasonably accurate projections of revenues and expenses, separation of capital and operational items, cash flow, and subsequent audit trail documentation.

In addition, the School understands and complies with all applicable fiscal rules and regulations, including completion and submission of an annual financial audit of the current fiscal year

conducted by an independent certified public accounting firm by November 30th of the following fiscal year, submission of October and December student counts in accordance with state-mandated deadlines, Utah Money Management reports, wages and benefits negotiation reports, Utah Transparency Act reports and updates, October 1st AFR and APR submissions, and any other regular enrollment and financial reports as required by the State Board of Education now or in the future.

Purchases are authorized and carried out in accordance with the Purchasing and Disbursement Policy and the Procurement Policy adopted by the Board and the Utah Procurement Code.

The School tracks fixed assets in accordance with the Capitalization and Expense Policy and other applicable requirements.

All fiscal policies and procedures comply with the School's Conflict of Interest Policy.

The School assigns a representative to attend school finance and statistics training and all required finance training. The School will continue to take the measures necessary so that its representatives attend future trainings as announced or provided to ensure accounting and management of the School resources are in compliance with any revisions to applicable rules and statutes.

Minimum Reserve and Coverage Levels

The School will maintain minimum reserve and coverage levels that the Board determines are consistent with long-term financial health. The Board Financial Coordinator, administration, business manager and accounting staff will regularly monitor the status of reserve and coverage ratios and report that information to the Board.

The School will ensure that it satisfies minimum reserve and coverage levels as required by law or applicable bond covenants.

The School will take reserve and coverage levels into consideration when making budgeting, financial planning, and other financial decisions, including decisions regarding major purchases.

Financial Forecasting and Budgeting

Throughout the fiscal year, the Board Financial Coordinator, administration, business manager and accounting staff will meet regularly to discuss the budget, the School financial status, and any changes. The Board will be fully engaged in the budgetary process and informed of such issues on a regular basis.

The Board Financial Coordinator, administrator, business manager and accounting staff will meet to prepare a tentative budget. The School's budgeting philosophy will be to conservatively project both revenues and expenses while achieving the level of accuracy required by state standards. The tentative budget will be circulated to the Board for further review and discussion. The tentative

budget will be scheduled for discussion on a board meeting agenda, further discussed, and adopted at the annual board meeting.

As the October 1 count is finalized, and as the School receives new revenues, the Board will be updated on new figures. In order to account for these changes, the Board will approve revisions and amendments to the budget over the course of the fiscal year, as needed and appropriate.

Debt

The School will seek to avoid debt to the extent possible. The School's plan is to only assume debt as absolutely necessary or when the benefits of a purchase will, in the judgment of the Board, benefit the School's students for the life of such debt. The Board recognizes that the ability to take on debt will be governed by the covenants of existing indebtedness and pending indebtedness. The School's accounting staff, administration and Board Financial Coordinator will be informed of the requirements affecting the School ability to incur debt. Any debt assumed by the School will therefore comply with applicable laws and any existing bond covenants.

As economical or in its best interests, the School will seek refunding opportunities to either lower its debt profile, meet bond covenants or other advantageous benefits realized through a restructure of its debt.

Risk Management

As a nonprofit corporation and public school, the School shall actively seek to avoid unnecessary risks to the greatest extent possible. The School shall always maintain insurance at the highest amount that is either (a) required by law, (b) required by existing bond covenants, (c) is reasonable and customary for a Utah charter school, or (d) is considered prudent by the Board after consulting with qualified professionals. In the event any material risk is identified by the School's Board or administration that is not covered by existing insurance, a qualified professional shall promptly be engaged to evaluate such risk and recommend the appropriate action.

The Board will work with qualified professionals to recognize and avoid risks associated with its governance of the School. In particular, the Board will be cognizant of financial risks that are addressed by the provisions above, compliance with applicable laws, including but not limited to the Utah Open and Public Meetings Act and the Government Records Access and Management Act. The Board will periodically review the policies that it has adopted to ensure that it has all necessary policies in place and that the policies that have been adopted comply with current law, adequately address issues at which they are aimed, and cover all areas requiring board guidance. The Board may periodically request that the administration provide assurance that Board policies are being complied with. In the event the Board learns that policies are not being complied with, it will request the administration to create a plan to remedy any deficiencies and establish procedures to ensure that the policies are complied with in the future.

The administration is also directed to work with qualified professionals, including the School management company and loss control representatives of the School insurer, to recognize, manage and avoid risks associated with the operation of the School. In particular, the administration will

be cognizant of risks associated with human resources activities, student safety and security, facility matters, and state and federal legal compliance, including civil rights issues. The administration will establish procedures in order to address key issues pertaining to the School operations and will ensure that all the School employees and, to the extent necessary, students and parents, are aware of such procedures. The administration will periodically review and revise administrative procedures in order to ensure that they adequately address the pertinent issues and are consistent with the School situation and needs.

SAA Financial, Debt & Risk Management Plan
Board Approval Date: 11-03-16

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Syracuse Arts Academy
Financial Reporting Policy

PURPOSE

The purpose of this policy is to ensure that Syracuse Arts Academy (the "School") practices sound financial reporting in accordance with state and federal law and applicable accounting standards.

POLICY

The School will ensure that financial reporting for the School is performed in accordance with GAAP and that audits of the School's financial reporting are performed in accordance with GAAS.

The School will provide financial reporting in a manner consistent with the basis of accounting as required by GAAP, as applicable to the School.

The School will provide reconciliation between the accrual basis of accounting and modified accrual basis of accounting, as applicable.

The School will provide data and information consistent with budgeting, accounting (including the uniform chart of accounts for LEAs), and auditing standards for Utah LEAs provided online annually by the Utah State Superintendent of Public Education.

SAA Financial Reporting Policy
Board Approval Date: 10-05-17

Syracuse Arts Academy
Government Records Access Management Act Policy

POLICY

The purpose of this policy is to establish criteria for managing, classifying, accessing, disposing and retaining records of Syracuse Arts Academy (the "School") in compliance with the Government Records Access and Management Act (GRAMA). It is the policy of the School's Board of Directors to provide fair and timely public access to information contained in the School's records and at the same time protect individual privacy rights in relation to personal data gathered by the School. This policy does not apply to student records. Student records are governed by the Family Education Privacy Act (FERPA) and the School's FERPA Policy.

Records Officer

The School's Lead Director is designated as the Records Officer for all records requests. The Lead Director may delegate responsibility for complying with GRAMA and responding to records requests to other individuals as appropriate.

The records officer shall perform the duties set forth in Utah Code § 63A-2-103 and review and respond to requests for access to records.

Records Classification

As records requests are made, the records officer shall evaluate School records and make designations and classifications as set forth in Utah Code § 63G-2-307.

Records shall be classified under the following general categories:

- Public records as described in Utah Code § 63G-2-301;
- Private records as described in Utah Code § 63G-2-302;
- Controlled records as described in Utah Code § 63G-2-304;
- Protected records as described in Utah Code § 63G-2-305; and
- Limited records as described in Utah Code § 63G-2-201 (3)(b).

Record Access

A person requesting a record must make a written request directed to the records officer. Upon request, records classified as public may be inspected by any person during normal working hours in accordance with Utah Code § 63G-2-201.

Upon request, private, controlled and protected records shall be disclosed in accordance with Utah Code § 63G-2-202.

The records officer (or designee) shall respond to requests for access to records within established time limits described in Utah Code § 63G-2-204.

Fees

The records officer (or designee) may charge up to ten cents (10¢) per page to cover the actual costs, as described in Utah Code § 63G-2-203(2), of duplicating a record.

Fees for duplication and compilation of a record may be waived by the records officer under certain circumstances described in Utah Code § 63G-2-203(4).

Appeals

If a requester is dissatisfied with the records officer's (or designee's) initial decision, the requester may appeal the decision in writing to the School's Board President according to time limits and provisions of Utah Code § 63G-2-401.

If the denial of access is affirmed in whole or part, the requester may then appeal the decision to the State Records Committee as outlined under Utah Code § 63G-2-403, or petition for judicial review in district court as provided in Utah Code § 63G-2-404.

An individual may contest the accuracy or completeness of a document pertaining to that individual pursuant to Utah Code § 63G-2-603. The request should be made to the records officer (or designee).

Approval of Board Meeting Minutes

The Board of Directors will approve minutes of board meetings at the next regularly scheduled meeting of the Board as set forth on the annual board meeting calendar.

SAA GRAMA Policy
REVISION A
Board Approval Date: 10-04-18

Syracuse Arts Academy
Home School Student Participation in Statewide Assessments Policy

PURPOSE

The purpose of this policy is to set forth the responsibilities of Syracuse Arts Academy (the "School") in the event a home school student requests to participate in the statewide assessments at the School.

POLICY

A home school student may participate in statewide assessments at the School if each of the following conditions are met:

(1) The student is a Utah resident as defined in Utah Code Ann. § 53A-2-201 and proof of residency has been provided to the School;

(2) The student has satisfied the home schooling requirements of Utah Code Ann. § 53A-11-102 and a copy of the certificate from a local school board excusing the student from attendance at school during the applicable school year has been provided to the School;

(3) The request for the student to participate in statewide assessments at the School is provided to the School at least thirty (30) days prior to the opening of the applicable state assessment window; and

(4) The parent or guardian of the student, or a responsible adult designated by the student's parent or guardian, will remain at the School in a designated area while school personnel administer and proctor the test. The parent or guardian of the student agree that they will not participate in the monitoring or proctoring of the student's statewide assessments at the School.

The School will respond to a home school student's request to participate in statewide assessments at the School in a timely manner. If the request is approved, the School will notify the student's parent or guardian of the date(s) and time(s) of the applicable statewide assessments at the School in which the student may participate and any other information deemed relevant by the School.

The School may not require a home school student to pay a fee for participating in statewide assessments at the School that is not charged to traditional students.

A home school student or the student's parent or guardian may request from the School an annual schedule of statewide assessments dates at the School, the location of the School campuses at which home school students may be tested, and a copy of the School's written policies for home school student participation in statewide assessments at the School. The School will provide such requested information in a timely fashion.

The School will comply with Utah Administrative Code R277-404 and the Standard Test Administration and Testing Ethics Policy described therein when administering statewide assessments to its students and home school students who participate in statewide assessments at the School in accordance with this policy and applicable law.

The School intends for this policy to be consistent with the provisions of Utah Administrative Code R277-604-4.

SAA Home School Student Participation in Statewide Assessments Policy
REVISION A
Board Approval Date: 10-01-20

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Syracuse Arts Academy
Information Technology Security Policy

PURPOSE

Syracuse Arts Academy (the "School") has a duty to ensure the security of the School's computer equipment, systems, and networks so that the sensitive data maintained or stored on them is protected. The purpose of this policy is to explain how the School will perform this duty in compliance with state and federal law.

POLICY

The School will protect sensitive data, including personally identifiable student data, in accordance with reasonable data industry best practices and state and federal law. Applicable state and federal law includes but is not limited to the Utah Student Data Protection Act, the Utah Family Educational Rights and Privacy Act, Utah Administrative Code Rule R277-487 Public School Data Confidentiality and Disclosure, the federal Family Educational Rights and Privacy Act, and the Government Records Access and Management Act.

Information Technology Systems Security Plan

Utah Administrative Code Rule R277-487 requires the School to, among other things, have an Information Technology Systems Security Plan that addresses the following:

(1) System Administration;
(2) Network Security;
(3) Application Security;
(4) Endpoint, Server, and Device Security;
(5) Identity, Authentication, and Access Management;
(6) Data Protection and Cryptography;
(7) Monitoring, Vulnerability, and Patch Management;
(8) High Availability, Disaster Recovery, and Physical Protection;
(9) Incident Responses;
(10) Acquisition and Asset Management; and
(11) Policy, Audit, and E-Discovery Training.

The Lead Director shall establish an administrative Information Technology Systems Security Plan that complies with Utah Administrative Code Rule R277-487 and other applicable law.

The Information Technology Systems Security Plan shall work in conjunction with this policy and the School's Student Data Privacy and Security Policy, Data Governance Plan, metadata dictionary, and any other School policy, procedure, or plan concerning data privacy and security.

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Training

On an annual basis, the School shall provide appropriate training to its employees, aides, and volunteers regarding information technology security matters.

Administrative
Information Technology Systems Security Plan

1. PURPOSE

The primary purpose of this Information Technology Systems Security Plan is to establish security measures that will help Syracuse Arts Academy (the "School") protect sensitive data that is stored or maintained on its computer equipment, systems, and networks. The School is required to establish this Plan pursuant to Utah Administrative Code Rule R277-487 and the School's Information Technology Security Policy.

2. SCOPE AND APPLICABILITY

This Plan is applicable to employees, volunteers, and third-party contractors of the School. The School will use this Plan to protect its computer equipment, systems, and networks from, among other things, unauthorized access, inappropriate disclosure, and compromise.

This Plan works in conjunction with the School's Information Technology Security Policy, Student Data Privacy and Security Policy, Family Educational Rights and Privacy Policy and Administrative Procedures, Data Governance Plan, and policies and procedures pertaining to the School's electronic resources and devices.

This Plan contains security measures related to the following:

1. System Administration;
2. Network Security;
3. Application Security;
4. Endpoint, Server, and Device Security;
5. Identity, Authentication, and Access Management;
6. Data Protection and Cryptography;
7. Monitoring, Vulnerability, and Patch Management;
8. High Availability, Disaster Recovery, and Physical Protection;
9. Incident Responses;
10. Acquisition and Asset Management; and
11. Policy, Audit, and E-Discovery Training.

3. ROLES AND RESPONSIBILITIES

The School's contracted IT provider functions as the School's IT Security Manager and will help the School implement this Plan and comply with it. The responsibilities of the IT Security Manager set forth in this Plan supplement the responsibilities of the IT Security Manager outlined in the School's Data Governance Plan, which include the following:

1. Overseeing IT security at the School;
2. Helping the School to comply with IT security laws applicable to the School;
3. Providing training and support to School employees on IT security matters;
4. Investigating complaints of alleged violations of the School's IT security policies, procedures, or plans;
5. Investigating alleged security breaches of the School's IT systems; and
6. Reporting periodically to the School's Board of Directors on the security of the School's IT systems.

Please refer to the School's Data Governance Plan to review the data privacy and security roles and responsibilities of the School's Student Data Manager, employees, educators, volunteers, and third-party contractors.

4. COMPLIANCE

School employees, volunteers, and third-party contractors must comply with this Plan. Failure to comply shall result in consequences for the person or entity up to and including removal of access to the School's computer equipment, systems, and networks. If such access is required for employment or contracted services, employees and third-party contractors may be subject to dismissal.

5. REPORTING

All persons who are granted access to the School's computer equipment, systems, and networks are expected to be careful and aware of suspicious communications and unauthorized use of the School's IT assets. When School personnel or other users become aware of suspicious activity, they shall immediately contact the Student Data Manager or IT Security Manager with the relevant information.

6. SYSTEM ADMINISTRATION

System administration is a critical function that provides management of the School's information systems that contain sensitive data, including personally identifiable student data. If malicious actors compromise system administration, they have access to the School's sensitive data and information systems.

The School's information systems will be administered by the IT Security Manager. The IT Security Manager will use a combination of preventative, detective, forensic, and audit controls to protect system administration channels from exploitation by attackers.

7. NETWORK SECURITY

It is essential for the School to protect its network from both internal and external malicious actors. The School recognizes that appropriate network security procedures are necessary for identifying,

evaluating, controlling, and mitigating network vulnerabilities and for protecting the School's technology assets.

The IT Security Manager will manage the School's network according to industry best practices. In so doing the IT Security Manager will provide a secure and robust computing environment at the School; protect the School's information technology assets and systems; and preserve the privacy of sensitive data belonging to the School's employees, students, and associated entities.

All wireless access networks at the School shall conform to current best practices and shall utilize at minimum WPA encryption for any connections. No wireless access point shall be installed on the School's network that does not conform to current network standards as defined by the IT Security Manager.

The School shall ensure that any remote access with connectivity to the School's internal network is achieved using the School's centralized VPN service that is protected by multiple factor authentication systems.

8. APPLICATION SECURITY

Web application vulnerabilities account for the largest portion of attack vectors outside of malware. To help protect the School from harm, it is essential to perform security assessments of web applications used by the School.

The IT Security Manager shall perform a security assessment of all web applications that are used (or will be used) by the School to house sensitive data. The purpose of the security assessments is to identify potential or realized weaknesses. Any vulnerabilities found in a web application used by the School shall be remediated. If serious vulnerabilities in a web application cannot be remediated, the web application shall be removed.

The IT Security Manager shall determine which web application security assessment tools to use.

9. ENDPOINT, SERVER, AND DEVICE SECURITY

The School understands the importance of preventing, detecting, and remediating attacks and compromises of the School's computers, servers, and other computing devices.

School employees' computers or computing devices shall not be left unattended and unlocked for extended periods of time, especially when logged into sensitive systems or data, including personally identifiable student or employee data. Automatic log off, locks, and password screen savers should be used to enforce this requirement.

The IT Security Manager shall ensure that all servers at the School undergo a security audit and evaluation before they are used by the School. Administrative access to servers shall be password protected. Any and all new servers must be registered and approved by the IT Security Manager.

The maintenance and support of all new servers should be managed by the School's IT Security Manager, if possible.

The School shall install, distribute, and maintain spyware, malware, and virus protection software on all School-owned technology assets, including computers, computing devices, and servers.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control which segregates and restricts access from general office areas at the School. Access control shall be enforced using keys, electronic card readers, or another similar method. Only IT and other School personnel whose job functions require access to such rooms shall be allowed unescorted access.

Before any third-party contractor is allowed access to any computer system, server room, or telecommunication room, the contractor shall be required to present a company issued identification card and his or her access must be confirmed directly by the School employee who issued the service request or by the IT Security Manager.

10. IDENTITY, AUTHENTICATION, AND ACCESS MANAGEMENT

The School shall grant access to its systems and network in accordance with the principles of least privilege and need-to-know. In addition, the School shall require unique identities and authentication in order to access the School's systems and network. This will ensure that users are identifiable and unable to repudiate their activities on the School's systems and network.

Passwords are a critical component of information security and the school shall enforce strong password management. All individual passwords connected to the use of the School's computer equipment, systems, and networks shall:

1. Be created and maintained in accordance with industry best practices;
2. Be maintained in a manner that reduces the threat of unauthorized access to sensitive data;
3. Be treated as confidential information and not be shared with anyone; and
4. Not be inserted into email messages or any other forms of electronic communication.

Any user suspecting that his or her password may have been compromised shall report the incident to the IT Security Manager and change all passwords.

11. DATA PROTECTION AND CRYPTOGRAPHY

One of the most effective ways to achieve data security is through encryption. To read an encrypted file, a person must have access to a secret key or password that enables the person to decrypt it.

Where technologically feasible, the School shall utilize encryption when transmitting sensitive data over the network.

All computers and other computing devices owned by the School, such as desktop computers, laptops, and tablets, that connect to the School's network and that may contain or transmit personally identifiable data must be configured to encrypt such data on any internal hard drive. Users must protect these devices from unauthorized use or access.

Personally identifiable data shall not be stored on external storage media such as external hard drives, flash drives, or DVDs unless such storage is authorized by the Student Data Manager and the personally identifiable data on the external storage media is encrypted. Users must protect these external storage media from unauthorized use or access.

All employees or other users that need assistance or guidance on encrypting sensitive data on any School computer or device described in this section shall contact the IT Security Manager.

12. MONITORING, VULNERABILITY, AND PATCH MANAGEMENT

This area is concerned with minimizing the School's attack surface through the detection and mitigation of vulnerabilities and the early detection of intrusions.

The IT Security Manager shall:

1. Monitor the School's network so that it may detect and investigate security incidents when they occur;
2. Engage in effective vulnerability management and penetration testing in order to detect and remediate vulnerabilities when they occur in the School's computer equipment, systems, and applications; and
3. Perform regular patch management in order to maintain the School's information systems in a secure state.

13. HIGH AVAILABILITY, DISASTER RECOVERY, AND PHYSICAL PROTECTION

Procedures related to high availability, disaster recovery, and physical protection are intended to make it possible for the School to continue to operate successfully in the face of adversity, which may range from mild, routine failures of School computers to severe natural or man-made catastrophes.

The School will ensure the availability and recoverability of the School's data and data systems in accordance with industry best practices.

Physical access to the School's data centers shall be governed by the same access requirements applicable to server rooms and telecommunications rooms at the School.

14. INCIDENT RESPONSES

All incidents of network or system shutdown or failure shall be reported to the IT Security Manager immediately. The IT Security Manager shall utilize industry standards and current best practices in responding to and resolving such incidents.

Incidents involving a data breach shall be reported to the Student Data Manager who, along with the IT Security Manager, shall follow the data breach protocol set forth in the School's Data Governance Plan.

15. ACQUISITION AND ASSET MANAGEMENT

The School shall follow its purchasing and procurement policies when purchasing technology equipment.

The School will track, support, and manage all of its acquired technology assets (hardware and software) in a reasonable and effective manner.

16. POLICY, AUDIT, AND E-DISCOVERY TRAINING

The School shall provide training on its policies as required by law. This includes providing training to its employees, aids, and volunteers regarding information technology security matters on an annual basis. The School shall also provide training on audits and e-discovery as required by law.

17. REVIEWS AND AUDITS

The IT Security Manager shall periodically review the School's security policies, procedures, plans. The IT Security Manager shall ensure that security and privacy audits are performed as required by this Plan or by law.

Back to TOC

Syracuse Arts Academy
Investment Policy

PURPOSE

Syracuse Arts Academy (the "School") shall invest its cash assets in such a manner as to comply with the requirements of the State Money Management Act (the "Act") as set forth in Utah Code § 51-7-1 et seq.

Although certain market conditions may allow for short-term investment of funds in a vehicle other than the Utah Public Treasurers' Investment Fund ("PTIF"), the primary purpose of this policy is for the investment of funds for periods of 24 months or longer.

The objectives of this policy include the following:

A. To provide for the safety of principal, preservation of capital, and mitigation of risk.

B. To provide for the liquidity necessary to match the School's cash requirements.

C. To increase interest income through higher yielding investments.

POLICY

The School shall make investment decisions as follows:

A. All investment activities shall be conducted with the same degree of judgment and care which an ordinary reasonable person exercises in the management of their own affairs.

B. Professionals retained by the School as defined in the Act, so long as they are acting in accordance with the Act and this policy and exercise due diligence, shall be relieved of personal responsibility for credit or market price changes, provided that deviations are reported to the Board of Directors in a timely fashion and appropriate action, if necessary, is taken to control adverse developments.

C. Individuals involved in the School's investments shall refrain from personal business activity in conflict with proper execution of this policy.

D. The Board of Directors shall manage investment activities authorized by the Act in consultation with the School's financial advisor. The Board of Directors shall maintain a system of internal controls so that School funds are protected at all times from loss, theft, and fraud.

E. The Board of Directors shall name a financial institution with a Utah office as the custodian for all investments made by the School other than PTIF investments,

which are held by financial institutions designated by the State Treasurer. In addition, the School shall purchase investments only from those certified dealers and registered agents that have registered with the State Money Management Council.

F. To the extent possible, the School shall attempt to match investments with anticipated cash requirements, although the PTIF is preferred for periods up to two years.

G. Transfers into and out of the School's investment accounts to accomplish the objectives of this policy may be made when approved by the finance committee, Lead Director and the School's Management Company. Any transfer approved by both the Lead Director and the School's Management Company shall be reported to the School's Board of Directors.

SAA Investment Policy
Board Approval Date: 11-03-19

Back to TOC

Syracuse Arts Academy
LEA-Specific Educator License Policy

PURPOSE

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

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

POLICY

Applying for an LEA-Specific Educator License

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

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

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

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

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

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

Criteria for Employing Educators with an LEA-Specific Educator License

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

1. Vet each candidate and contact references in order to verify that they are a strong candidate. In particular, ensure that the candidate does not have any prior misconduct that would impair their success in teaching.

2. Interview each candidate and verify that they support the School's philosophy of education.

3. Consider the extent to which each candidate has training in the content area and the ability to facilitate student learning in that content area.

4. Consider the extent to which each candidate has experience and the ability to effectively teach courses.

5. Consider whether the LEA-specific educator license is sought in a content area in which there is a shortage of qualified educators in the state.

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

1. Consider whether the educator is a certified teacher in other content areas.

2. Consider whether the number of periods to be taught under the LEA-specific license, license area, or endorsement constitutes a full teaching load.

3. Consider whether the School currently employs or is hiring a teacher who does not have a degree or endorsement in the content area but who can also teach other areas in which they are licensed.

4. Consider whether the educator has demonstrated proficiency in teaching these courses.

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

Educator Preparation and Support

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

(a) educator ethics;

(b) classroom management and instruction;

(c) basic special education law and instruction; and

(d) the Utah Effective Teaching Standards described in R277-530.

Website Posting

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

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

(a) disclosure of the fact that the School employs individuals holding LEA-specific licenses, license areas, or endorsements;

(b) an explanation of the types of licenses issued by the USBE;

(c) the percentage of the types of licenses, license areas, and endorsements held by educators employed in the School based on the employees' FTE as reported to the USBE Superintendent; and

(d) a link to the Utah Educator Look-up Tool provided by the USBE Superintendent in accordance with Subsection R277-312-7(6).

Syracuse Arts Academy
Learner Validated Program Policy

PURPOSE

The Board of Directors of Syracuse Arts Academy (the "School") adopts this policy to apply in the event the School implements an online learning program, blended learning program, or a personal, competency-based learning program (collectively referred to as a "learner validated program") for the 2020-2021 and/or 2021-2022 school year. The Board is adopting this policy to help the School be able to provide a quality education to all of its students in the wake of the COVID-19 pandemic. This policy complements the School's Attendance Policy.

POLICY

In 2020, the School received approval from the Utah State Charter School Board to so implement a learner validated program during the 2020-2021 and/or 2021-2022 school year. If the School elects to implement such a program during one or both of those school years, the School shall follow all applicable laws related to the program, including Utah Administrative Code Rules R277-419 and R277-607.

Consistent with R277-419, the School's Lead Director shall establish administrative procedures that designate a learner validated enrollment measurement to document the learner validated membership or enrollment status for each student that is enrolled in a learner validated program at the School. The learner validated enrollment measurement established by the Lead Director may include some or all of the following components, in addition to other components, as determined by the Lead Director:

(a) A minimum student login or teacher contact requirement;
(b) Required periodic contact with a licensed educator;
(c) A minimum hourly requirement, per day or per week, when students are engaged in coursework; or
(d) Required timelines for a student to provide or demonstrate completed assignments, coursework, or progress toward academic goals.

The Lead Director's administrative procedures shall also address:

(a) How attendance for students in a learner validated program at the School will be entered and where educators will document the learner validated program attendance within their student information system; and
(b) The conditions under which the School will mark a student in a learner validated program at the School truant (i.e., absent for half a school day or more).

The School shall document the enrollment status of each student in a learner validated program at the School in compliance with this policy and the Lead Director's administrative procedures at least once every ten consecutive school days.

The School shall also appropriately adjust and update student membership records in the School's student information system for participating students that did not meet the learner validated enrollment measurement. The School shall withdraw a student in a learner validated program at the School from membership in the School if:

(a) The School has not personally engaged with the student during the prior ten consecutive school days; or
(b) The student has had ten consecutive school days of unexcused absences.

When a student in a learner validated program at the School has an unexcused absence, the School will notify the student's parent/guardian in the same manner as outlined in the School's Attendance Policy.

SAA Learner Validated Program Policy
REVISION A
Board Approved Date: 8-05-21

Back to TOC

Syracuse Arts Academy
Library Materials Policy

PURPOSE

The purpose of this policy and its accompanying procedures is to help ensure that Syracuse Arts Academy (the "School") provides appropriate library materials that support and enhance student academic learning and personal development.

This policy and its accompanying procedures are intended to satisfy the requirements of Utah Administrative Code Rule R277-628.

POLICY

The School's libraries shall promote intellectual and academic freedom by providing students with thoughtful access to a wide range of balanced, relevant, age-appropriate materials. The libraries shall serve as a learning environment for students and help them acquire the critical thinking and problem-solving skills needed in a pluralistic society. The libraries shall provide students an opportunity to learn beyond their regular classroom instruction.

The School shall comply with state and federal law and Utah State Board of Education rule in connection with its library collections and programs. The School's library collections shall not contain any "sensitive material" as that term is defined by Utah Code § 53G-10-103; that is, the School's library collections shall not contain any instructional material that is pornographic or indecent material as that term is defined in Utah Code § 76-10-1235.

The School's criteria for selecting and removing materials from its library collections, as well as the School's process for handling challenges or other requests for review of such materials, shall be consistent with this policy, applicable law and rule, and the School's mission and vision.

Procedures

The Lead Director shall establish administrative procedures that set forth the criteria and process by which the School will select, remove, and handle challenges or other requests for review of materials in the School's library collections.

SAA Library Materials Policy
Board Approval Date: 8-04-22

Library Materials
Administrative Procedures

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

I. Selection of Materials for School's Library Collection

a. The School's librarian will select all library materials, including from materials provided as gifts or donations to the School's library. The selection of library materials will be consistent with the School's Library Materials Policy and will be performed under the direction of the Lead Director.
b. The following selection criteria will be used:
    i. Overall purpose and educational significance;
    ii. Legality;
    iii. Age and developmental appropriateness;
    iv. Timeliness and/or permanence;
    v. Readability and accessibility for intended audience;
    vi. Artistic quality and literary style;
    vii. Reputation and significance of author, producer, and/or publisher;
    viii. Variety of format with efforts to incorporate emerging technologies; and
    ix. Quality and value commensurate with cost and/or need.
c. The librarian may seek recommendations and work collaboratively with parents, patrons, and others in the School community during the selection process.
d. The School's library collection will reflect a diversity of ideas, varying viewpoints, and adhere to applicable law.
e. Any electronic databases and other web-based searches and content will be filtered through the School's state-required internet filter.

II. Library Collection Maintenance

a. Library materials will be maintained consistent with the criteria listed above and applicable state and federal laws, including Utah Code § 53G-10-103.
b. The librarian or another employee designated by the School's Lead Director will inventory the School's library collection and equipment annually or at another time interval determined by the Lead Director. The inventory may be used to:
    i. Determine losses and remove damaged or worn materials to be considered for replacement;
    ii. Deselect and remove materials that are inconsistent with the law or that are no longer relevant to the curriculum or of interest to students; or
    iii. Identify gaps or deficits in the School's library collection.

III. Library Materials Review Process

a. A library materials review request may only be made by:
    i. A parent of a student who attends the School;

ii. A student who attends the School; or
iii. An employee of the School.

b. A library materials review request must be made in writing by completing the School's Library Materials Review Request Form and submitting the Form to the School's Lead Director or another employee designated by the School's Lead Director. The requestor must provide all information requested on the Form.
c. All library materials review requests must be based upon the concern that the material is "sensitive material" as defined in Utah Code § 53G-10-103 or upon concerns with the age-appropriateness of content in the material.
d. To the extent practicable, the identity of a requestor will be protected and kept confidential from all individuals outside of the School's review process outlined in these procedures.
e. The material that is subject to a review request will have restricted access (for example, by maintaining the material behind the circulation desk and requiring an access code for digital materials) until the processes described in these procedures are completed. Access to such material will be limited to students with prior parent/guardian permission only. A list of restricted materials will be made available to the public upon request.
f. The material's access level will be consistent at each of the School's campuses until a final decision is made regarding the material.
g. After receipt of a request for review, the School's Lead Director or another employee designated by the School's Lead Director will acknowledge receipt of the request and convene a Library Materials Review Committee (the "Review Committee") within a reasonable time according to the procedure outlined below:
    i. The Review Committee will include a reasonable number of individuals.
    ii. Members of the Review Committee will be selected by the Lead Director and include at least the following:
        1. The School's Lead Director or another member of the School's administration;
        2. A licensed teacher at the School (if practicable, the teacher will be an English language arts teacher or teacher who teaches a subject that is relevant to the challenged material);
        3. The School's librarian; and
        4. At least two parents of current students at the School that are reflective of the School community as required in Subsection 53G-10-103(3).
h. The Review Committee will determine the amount of time needed for an adequate review of the challenged material to make a thorough and thoughtful decision and inform the requestor of the determined timeline. The Review Committee will strive to complete all reviews and make its final decision between thirty to sixty (30-60) days of its receipt of the request for review.
i. Each member of the Review Committee will receive materials to complete the review process, including the following:
    i. A copy of the Library Materials Review Request Form that was submitted;
    ii. Access to the challenged material;
    iii. A copy of the School's Library Materials Policy and these procedures; and

iv. Any relevant information about the challenged material from the School's librarian, including the reason(s) the material was selected to be in the School's library collection.

j. The Review Committee will schedule a meeting (or multiple meetings, if the Review Committee determines that is necessary) to complete the review process.

k. The Review Committee will determine whether the challenged material constitutes sensitive material consistent with Utah Code § 53G-10-103, the School's Library Materials Policy and these procedures, and the guidance letter provided by the Attorney General's Office dated June 1, 2022.

l. In deciding whether the challenged material constitutes sensitive material, the Committee will:
   i. Consider *all* elements of the definitions of pornographic or indecent material as defined in Utah Code § 76-10-1235, § 76-10-1201, § 76-10-1203, and § 76-10-1227; and
   ii. Whether the challenged material is age appropriate due to vulgarity or violence.

m. In deciding whether the challenged material is age appropriate due to vulgarity, violence, or content, the Review Committee must consider the challenged material taken as a whole and consider whether it has serious literary, artistic, political, *or* scientific value for minors, which may include the following objective criteria:
   i. Reliable, expert reviews of the material or other objective sources;
   ii. Review Committee members' experience and background; and
   iii. Community standards.

n. In deciding whether the challenged material taken as a whole has serious literary, artistic political, or scientific value as described above, the Review Committee will consider that:
   i. Serious value does not mean *any value;* and
   ii. Greater protections should exist concerning content for a library in an elementary or middle school setting.

o. The Review Committee will make a final decision on a challenged material as follows:
   i. **Retained**: the decision to maintain access in the School to the challenged material for all students;
   ii. **Restricted**: the decision to restrict access in the School to the challenged material for certain students as determined by the Review Committee; or
   iii. **Removed**: the decision to prohibit access in the School to the challenged material for all students.

p. The decision of the Review Committee will be determined by majority vote of the Review Committee members. This decision is final unless appealed in accordance with Section IV below.

q. The final decision of the Review Committee will be communicated in writing to the requestor and appropriate School employees within seven (7) days of the decision being made.

r. The challenged material may not be reviewed again for three (3) school years following the Review Committee's decision.

s. The School will maintain a list of all materials that receive a "removed" decision

from the Review Committee and share the list with all School employees. The list will also be made available to the public upon request.

t. The School will also maintain a list of all Review Committee final decisions on challenged material and share the list with all School employees, whether the final decision was retained, restricted, or removed.

u. If library materials review requests become unduly burdensome, the School may limit the number of review requests an individual may make in the course of a school year.

IV. Appeals Process

a. The original requestor or another individual listed in Section III(a) who was not on the Review Committee may appeal the decision of the Review Committee in writing to the School's Board of Directors (the "Board") within fourteen (14) days of receipt of the Review Committee's final written decision using the School's Library Materials Appeal Request Form.

b. After receipt of a completed Library Materials Appeal Request Form, the Board President or another Board member designated by the Board President will acknowledge receipt of the appeal and appoint a Library Materials Appeals Committee (the "Appeals Committee") within a reasonable time according to the procedure outlined below:

   i. The Appeals Committee will include at least three individuals.

   ii. Members of the Appeals Committee will be selected by the Board President or another Board member designated by the Board President and include at least the following:

      1. Two or more Board members;
      2. A School administrator and/or other School employee who did not participate in the initial Review Committee.

   iii. The Board President or another Board member designated by the Board President may, in his/her discretion, also add to the Appeals Committee a parent or licensed teacher at the School who did not participate in the initial Review Committee.

   iv. If a quorum of the Board is selected to serve on the Appeals Committee, the Appeals Committee will follow the Open and Public Meetings Act in its deliberations.

c. The Appeals Committee will determine the amount of time needed for an adequate review of the challenged material to make a thorough and thoughtful decision and inform the requestor of the determined timeline. The Appeals Committee will strive to complete its review and make its final decision between thirty to sixty (30-60) days of its receipt of the appeal.

d. Each member of the Appeals Committee will receive materials to complete the review process, including the following:

   i. A copy of the Library Materials Review Request Form;

   ii. A copy of the Library Materials Appeal Request Form;

   iii. A copy of the challenged material;

   iv. The Review Committee's final decision and rationale for the decision; and

   v. A copy of the School's Library Materials Policy and these procedures.

e. The Appeals Committee will schedule a meeting (or multiple meetings if the Appeals Committee determines that is necessary) to complete the appeals process.
f. The Appeals Committee may make a final decision of a reviewed material as follows:
    i. **Retained**: the decision to maintain access in a school setting to the challenged material for all students;
    ii. **Restricted**: the decision to restrict access in a school setting to the challenged material for certain students;
    iii. **Removed**: the decision to prohibit access in a school setting to the challenged material for all students; or
    iv. Another decision as decided by the Appeals Committee.
g. The decision of the Appeals Committee will be determined by majority vote. This decision is final, subject to Section V below.
h. A challenged material may not be reviewed again for three (3) school years if the Appeals Committee votes to uphold the Review Committee's decision.
i. The final decision of the Appeals Committee will be communicated in writing to the requestor and appropriate employees within seven (7) days of the decision.
j. The School will maintain a list of the final decisions made by the Appeals Committee and share the list with all School employees. The list will also be made available to the public upon request.

V. Final Procedural Review (Applicable if permitted by R277-123)

a. The requestor in Section IV(a) may, in accordance with R277-123, petition the USBE for a procedural review of the Appeals Committee's final decision.
b. The USBE's review decision is final.

VI. Postings on Website

a. The School will post the following on its website:
    i. The Library Materials Policy and these procedures;
    ii. The Library Materials Review Request Form; and
    iii. The Library Materials Appeal Request Form.

Library Materials Review Request Form

Information about Library Material Requested to be Reviewed:

1) Title: _____
2) Author: _____
3) School where this library material can be accessed: _____

Information about Requestor:

1) Name: _____
2) Telephone: _____
3) Address: _____
4) Email: _____
5) Are you a student of this school? Yes No
6) Are you a parent of a student of this school? Yes No
7) Are you an employee of this school? Yes No

Information about Review Request:

1) Was this library material recommended, assigned, or made available through the school? If so, where? _____

2) What complaints, objections, or concerns do you have about this library material? Please provide examples, page numbers, links, or any other information to help in locating or identifying the content of concern. Please attach any images or other corroborating evidence. You may attach other additional pages as needed. _____

   _____

   _____

3) What action(s) are you requesting the Library Materials Review Committee to consider?

   _____

   _____

Requestor's Signature: _____ Date: _____

After you submit this Form, you will receive an acknowledgment of receipt and an estimated timeline for when a decision will be made by the Review Committee. The Review Committee generally completes its review and makes its final decision between thirty to sixty (30-60) days after its receipt of a request for review.

**********************BELOW IS FOR INTERNAL USE ONLY**********************

Name of Administrator Convening the Review Committee: _____

Anticipated Date by Which Review will be Completed: _____

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Library Materials Appeal Request Form

Instructions:
A requestor must submit this Form along with a copy of the Review Committee's written decision within fourteen (14) days of receiving the Review Committee's written decision.

Information about Requestor:

1) Name: _____
2) Telephone: _____
3) Address: _____
4) Email: _____
5) Date you received Review Committee's written decision: _____
6) Are you a student of this school? Yes No
7) Are you a parent of a student of this school? Yes No
8) Are you an employee of this school? Yes No

Information about Challenged Library Material:

1) Title: _____
2) Author: _____
3) School: _____
4) Please provide a written statement setting forth your rationale to appeal the Review Committee's decision regarding the challenged library material (attach additional pages as needed). _____
   _____
   _____
   _____
   _____

Requestor's Signature: _____ Date: _____

After you submit this Form, you will receive an acknowledgment of receipt and an estimated timeline for when a decision will be made by the Appeals Committee. The Appeals Committee generally completes its review and makes its final decision between thirty to sixty (30-60) days after its receipt of an appeal.

**********************BELOW IS FOR INTERNAL USE ONLY**********************

Name of Board Member Convening the Appeals Committee: _____

Anticipated Date by Which Review will be Completed: _____

Meal Charge
Administrative Procedures

I. Purpose

Syracuse Arts Academy ("the School") participates in the National School Breakfast Program ("NSBP") and National School Lunch Program ("NSLP"). The School provides meals to its students pursuant to these programs and offers free or reduced-price meals to eligible students. Participating students who are not eligible for free or reduced-price meals may receive meals at the School at the normal paid rate.

These procedures address how the School will handle situations where students eligible to receive reduced price or paid rate meals at school do not have money in their account or in hand to pay for the cost of a meal at the time of meal service. These procedures also address, among other things, where families can find assistance with applying for free or reduced-price school meals, alternate meals, notification and collection of unpaid meal charges, and how the School will communicate these procedures to families and School personnel.

II. Information about Free or Reduced Price Meals

A. Prior to or at the beginning of each school year, the School will provide to the parent or guardian of each student:
   (i) Information about school meals, including prices for the meals and acceptable methods of paying for the meals;
   (ii) Information about the NSBP and NSLP, including how students qualify for free or reduced priced meals under the programs; and
   (iii) An application for free or reduced priced meals under the NSBP and NSLP.

B. The School will provide the information and application as follows:
   (i) Preferred method; parents or guardians to submit free/reduced application through Aspire.
      a. Parent login required.
      b. Printable version available through www.saacharter.org.
      c. Paper copies available in the front office upon request.
   (ii) The School will not provide the information and application at the end of the school year for the next school year, but will provide the information and application on or after July 1 of each year.

C. Completed applications should be returned to the School as soon as possible, but completed applications will be accepted by the School throughout the year. Parents or guardians should contact aempey@saacharter.org and/or (801) 779-2066 for questions about or assistance with applying for free or reduced priced school meals.
   (i) Completed applications must include, ALL children in the household, all adults in household, phone number, address, last four of adult social security

number, and income to be list as gross as it is received ie; monthly, bi-weekly, twice a month (on set days), weekly, annual income should only be listed in special occasions. Please contact the Child Nutrition representative for any questions prior to submitting application.

(ii) The Child Nutrition representative, April Empey will attempt to contact on any application that is incomplete. If she is unable to reach the parent or guardian for answers within 10 business days of application, the application will be denied. The parent or guardian may reapply with complete information after receiving the denial letter.

(iii) Student accounts with approved status change of free or reduced will change as of the date of approved application. The School will not be allowed to use previous denied application date for the start date of the approved application.

III. Notification Regarding Balances; Collection Efforts

A. The School will notify parents or guardians of negative meal account balances. When a student's meal account has a negative balance, the School will notify the student's parent or guardian of the negative account balance by:

(i) Balances over .01¢ automated phone call Monday, Wednesday, and Friday.

(ii) Balances over $15.00 continue to receive automated phone call, and receive personal phone call weekly from Child Nutrition representative.

(iii) Balances over $25.00 continue to receive automated phone call, personal phone call weekly, and

(iv) Delinquent balance letter sent home either in the mail or brought home from the student.

(v) Requesting payment on the account to be made as soon as possible, and/or requesting the student bring home lunch until the account can be brought current.

B. When a student's meal account reaches a negative balance of at least $15.00 the School will continue to notify parents or guardians as described above and may also turn the account over to collections.

C. The School may contact parents or guardians of students with delinquent meal accounts to inquire if the household might be eligible for free or reduced-price meal benefits under NSBP and NSLP.

D. Child Nutrition representative, April Empey at the School is generally responsible for managing meal account balances and balance notifications and can be reached at 801-779-2066, or aempey@saacharter.org for questions or concerns related to such matters.

E. Secretaries, Keri Wigdahl, Jennie Carbine, Jeannie Mineer, and Child Nutrition representative, April Empey at the School is generally responsible for managing the School's collection efforts and can be reached at Antelope campus 801-779-2066 or 801-784-5211, North campus 801-774-9270.

F. The School will maintain documentation of the balance notifications and collection efforts described above, as this may be requested part of federal or state audits.

IV. Communication of Procedures

A. Prior to or at the beginning of each school year, and upon a student transferring to the School during the school year, the School will provide to the parent or guardian of each student a written copy of these procedures by electronic registration packet, also available in the office upon request.

B. In order to ensure that these procedures are applied consistently and correctly, the School will also annually provide a copy of these procedures to all School personnel who are responsible for or involved in:
   (i) Collecting payment for meals at the time of meal service;
   (ii) Notifying parents or guardians of low or negative meal account balances;
   (iii) Collection efforts for delinquent meal accounts
   (iv) Distributing these procedures and the information described in Section II; and
   (v) Enforcing any aspect of these procedures.

C. The School will post these procedures on its website and may also choose to provide additional copies to parents or guardians of students whose meal accounts reach a negative balance.

D. The School will maintain documentation of the communication methods described above, as this may be requested as part of federal or state audits.

E. Students, parents and the School community were involved in developing these communication procedures.

V. Review of Procedures

A. The School will review these procedures annually and revise them as it deems necessary.

This institute is an equal opportunity employer.

Administrative
Medical Services Contact Plan

Emergency Contact Information

In the event of a medical emergency at Syracuse Arts Academy (the "School), School personnel should call 911.

Doctor Contact Information

If there is a non-emergency medical situation at the School during school hours and the advice of a doctor is necessary or desirable, School personnel may contact Dr. Gary Drescher at (801) 773-4840. Dr. Gary Drescher is located at the following address:

Tanner Clinic (Westside Location)
1477 North 2000 West
Clinton, Utah 84015

School Policies and Procedures Related to Medical Issues

School personnel should follow the School's Administration of Medication Policy and Procedures* on all matters related to the administration of medication to students at School, including administration of medication to students by School personnel and self-administration of medication by students.

School personnel should follow the School's Concussion and Head Injury Policy and Procedures* when a student exhibits signs, symptoms, or behaviors consistent with a concussion or is otherwise suspected of sustaining a concussion or traumatic head injury.

**The School's Administration of Medication Policy and Procedures and its Concussion and Head Injury Policy and Procedures are attached to this plan.*

Syracuse Arts Academy
Movie & Video Usage Policy

PURPOSE & PHILOSOPHY

The Board of Directors (the "Board") of Syracuse Arts Academy (the "School") believes that movies, videos, and other audiovisual materials are important tools in the educational process. At the same time, the Board believes that must be used legally and appropriately in achieving legitimate educational objectives. Therefore, it is the Board's purpose to have a policy that promotes the appropriate educational use of movies and videos in school by maximizing classroom instructional time, encouraging parental participation in the educational process and fostering community values. The following guidelines represent the School's policy regarding how and when movies and videos may be used as an instructional strategy to supplement approved course curriculum.

POLICY

Copyright

Rented or Privately Owned Movies and Videos: All School employees must comply with federal copyright laws and publisher licensing agreements. A rented or privately owned movie or video may only be shown in the classroom provided the following "fair use" requirements are satisfied:

(a) The movie or video must be shown in the course of face-to-face teaching activities in a classroom or similar place devoted to instruction;

(b) The movie or video must be directly related to the curriculum and of material assistance to the curriculum and lesson objectives.

Recorded Programs From Network and Cable Television: Teachers may only show programs recorded off-air from network and cable television channels according to the following guidelines:

(a) A television program that is recorded off-air may be retained for forty-five (45) consecutive calendar days after the date of the recording. At the conclusion of this forty-five (45) day retention period, the recording must be destroyed or erased.

(b) During the first ten (10) consecutive school days of the forty-five (45) day period the recording may be used once by individual teachers in classrooms or similar places devoted to instruction, in the course of relevant teaching activities. T he teacher may show the program again only once within this ten (10) school day period when instructional reinforcement is necessary.

(c) Teachers and other school officials who show television programs for entertainment purposes violate this policy as well as federal copyright law.

(d) After the first ten (10) consecutive school days, off-air recordings may be used up to the end of the forty-five (45) calendar day retention period only for teacher evaluation purposes, i.e., to determine whether or not to include a broadcast program in the teaching curriculum, and may not be shown in the schools to students or for other non-evaluation purposes.

(e) Copies may be made from an off-air recording as necessary to meet the legitimate needs of teachers. However, all copies are subject to the provisions of this policy and must include the copyright notice on the broadcast program as recorded.

(f) Off-air recordings need not be used in their entirety, but recorded programs may not be altered from their original content nor may they be physically or electronically merged to constitute teaching anthologies.

Educational Relevance of Movies and Videos

The showing of movies and videos must be limited to specific educational purposes. A full-length movie video, or clip thereof, shall not be shown in school unless its content is relevant to the curriculum and specific educational objectives, is appropriate to the age and maturity of the students, is a productive use of class time and will not cause classroom disruption.

Teachers and other school officials who violate this policy may face appropriate disciplinary action.

Assuming compliance with the copyright requirements outlined in this policy, a movie or video may only be shown if it has received prior approval from the School's administration.

Review, Approval, and Proper Use of Movies and Videos

Professional educators bear responsibility to ensure that educational activities and support materials are relevant to the curriculum, appropriate for the age and maturity of students, and consistent with specific educational objectives.

School-approved movies and videos constitute the primary resource of audiovisual support materials and should be considered first by teachers who want to show movies or videos in the classroom.

With the exception of network and cable news programs, all educator requests to show movies and videos not on a School-approved list shall be approved under the direction of the school administrator.

An educator who wants to show a movie or video not on a school-approved list must submit the movie to the administrator at least ten (10) school days prior to the date of the intended showing.

Upon receiving a request for review, the administrator shall review the movie or video according to the following criteria:

(a) The age, maturity and sophistication of the group of students;

(b) The movie or video's MPAA rating or television parental guidelines rating;

(c) The movie or video's place of production (i.e., United States or foreign);

(d) The presence of profanity, sexual content, prejudicial stereotypes, or violence in the movie or video;

(e) The course curriculum and educational benefit of the movie or video;

(f) The availability of alternative sources to accomplish educational objectives;

(g) The feasibility of using a lawfully edited version or specific portions of the movie or video rather than in its entirety without seriously weakening the movie or video's educational value; and

(h) The student, teacher, and community interest in viewing the particular movie or video.

If the movie or video is approved by the administrator, the educator must notify the parents or legal guardian in accordance with this policy's notification procedure if the movie or video carries an MPAA rating of PG, PG-13, if it carries any television parental guidelines rating of TV-Y-&, TV-PG, or TV-14, or if it is unrated but contains material that a reasonable parent would consider inappropriate for students of the intended audience.

Upon receiving approval from the administrator, teachers may show a movie or video in a classroom according to the following audience guidelines:

(a) A movie or video with a G, TV-Y, or TV-G rating may be shown to any grade with teacher discretion.

(b) A movie or video with a TV-Y-7 rating may only be shown in grades 2-9 with school approval and parent notification as outlined in this policy.

(c) A movie or video with a PG or TV-PG rating may be shown in grades K-9 with school approval and parental notification as outlined in the policy.

(d) A movie or video with a PG-13 or TV-14 rating may only be shown to students in grade 9 with school approval and parent notification as outlined in this policy.

(e) R, NC-17, TV-M movies and videos are prohibited in the School.

(f) Movies and videos on a school-approved list for secondary schools shall not be shown in elementary classrooms.

A movie or video that is approved by the administrator may be shown subsequently in the School to students similarly situated without renewing the review process.

Parent Notification and Waiver of Participation

For all movies, videos, and clips thereof carrying a TV-Y-7, PG, TV-PG, TV-PG, PG-13 or TV-14 rating, or television warning of parental discretion, parents shall receive written notification of the proposed showing at least five (5) school days prior to the movie or video's showing.

Notification to parents can be published in a course disclosure that are reviewed and signed by parents at the beginning of each school year or semester. Disclosure statements used to provide notice should include a list of all school-approved films the teacher plans to show during the semester or school year, with approximate dates of the movies' showing. Teachers may also choose to send separate notification to parents for each movie and video that is to be shown.

If a parent objects to a student's viewing of an approved movie or video and personally communicates such objection to the teacher or administrator, the teacher shall not allow the student to view the movie or video. The teacher shall provide the student alternate assignments or course work similar to that done by students who view the movie or video.

(a) Parents who do not object within the five (5) school day notice period shall be deemed to grant consent for their child's viewing of a movie or video.

Nothing in this policy grants parents, students, or school staff the authority to prohibit an approved movie's showing based solely on individual objections. At the same time, while waivers are available, educators should be sensitive to individual complaints and take all reasonable steps to resolve complaints equitably in a manner that would allow the child full participation in the curriculum.

SAA Movie & Video Usage Policy
Board Approval Date: 9-16-10
Board Ratified Date: 1-09-14

Notice of Nondiscrimination

Syracuse Arts Academy (the "School") does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, citizenship status, or genetic information in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Immigration Reform and Control Act of 1986, the Genetic Information Nondiscrimination Act of 2008, and Title II of the Americans with Disabilities Act of 1990. The School also provides equal access to the Boy Scouts and other designated youth groups in accordance with the Boy Scouts of America Equal Access Act.

The following person at the School has been designated as the School's Title IX Coordinator and as the person to handle all inquiries regarding the School's nondiscrimination policies:

Dale Pfister, Lead Director
357 S. 1550 W.
Syracuse, Utah 84075
801-827-0540
dpfister@saacharter.org

If an individual believes that he or she, or his or her child, has been discriminated against by the School, that individual may contact the U.S. Department of Education for Civil Rights ("OCR"). OCR is a federal agency responsible for enforcing federal civil rights laws that prohibit discrimination in programs or activities that receive federal financial assistance from the Department of Education, including public schools. The contact information for OCR's headquarters (in Washington, D.C.) and its Denver Office (the office that serves Utah) is as follows:

U.S. Department of Education Office for Civil Rights Lyndon B. Johnson Department of Education Bldg 400 Maryland Avenue, SW Washington, DC 2020-1100 Telephone: 800-421-3481 Fax: 202-453-6012; TDD: 800-877-8339 Email: OCR@ed.gov	Denver Office Office for Civil Rights U.S. Department of Education Cesar E. Chavez Memorial Building 1244 Speer Boulevard, Suite 310 Denver, CO 80204-3582 Telephone: 303-844-5695 Fax: 303-844-4303; TDD: 800-877-8339 Email: OCR.Denver@ed.gov

SAA Notice of Nondiscrimination
Last Updated: 1-05-21

Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)/Utah FERPA

Syracuse Arts Academy (the "School") recognizes that the federal Protection of Pupil Rights Amendment (or PPRA) in 20 U.S.C. § 1232h and Utah FERPA in Utah Code § 53E-9-203 affords the parents of each elementary and secondary student certain rights with respect to the administration of surveys, collection and use of information for marketing purposes, and administration of certain physical examinations at school. These rights include, but are not limited to:

- **The right to prior written parental consent*** before a student is required to submit to any psychological or psychiatric examination, test, or treatment, or any survey, analysis, or evaluation in which the purpose or evident intended effect is to cause the student to reveal information concerning one or more of the following protected areas about the student or his/her family member's ("protected information survey"):

    1. Political affiliations or, except as provided under Utah Code § 53G-10-202 or rules of the Utah State Board of Education, political philosophies;
    2. Mental or psychological problems;
    3. Sexual behavior, orientation, or attitudes;
    4. Illegal, anti-social, self-incriminating, or demeaning behavior;
    5. Critical appraisals of individuals with whom the student or family member has close family relationships;
    6. Religious affiliations or beliefs;
    7. Legally recognized privileged and analogous relationships, such as those with lawyers, medical personnel, or ministers; or
    8. Income, except as required by law.

    ** Such prior written parental consent is not required in connection with a protected information survey that is part of a youth suicide prevention program as described in Utah Code § 53G-9-702 or that is administered by the State of Utah; neither is such prior written consent required in circumstances where there is a reasonable belief that there is an emergency, child abuse, neglect, or a serious threat to the well-being of the student.*

- **The right to receive notice and an opportunity to opt a student out of:**

    1. Any protected information survey that is part of a suicide prevention program described in Utah Code § 53G-9-702;
    2. Any protected information survey administered by the State of Utah;

3. Any non-emergency, invasive physical examination or screening required as a condition of attendance, administered by the School or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical examination or screening permitted or required under Utah law; and
4. Activities involving collection, disclosure, or use of personal information collected from students for marketing or to sell or otherwise distribute the information to others. (This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.)

- **The right to inspect**, upon request and before administration or use:

1. Protected information surveys of students and surveys created by a third party;
2. Instruments used to collect personal information from students for any of the above marketing,sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who reaches 18 years old or becomes an emancipated minor under Utah law.

The School has developed and adopted policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. The School will directly notify parents of these policies at least annually during registration and will also provide notice of the policies within a reasonable period of time after any substantive changes in the polices. The School will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in any of the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. The School will make this notification to parents at the beginning of the school year if the School has identified the specific or approximate dates of the activities or surveys at that time. For any surveys and activities scheduled after the school year starts, parents will be provided at least two weeks' notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Below is a list of the specific activities and surveys covered under this direct notification requirement:

- Collection, disclosure, or use of personal information collected from students for marketing,sales, or other distribution;
- Administration of any protected information survey; or
- Any non-emergency, invasive physical examination or screening as described on the previous page.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

SAA PPRA-UT FERPA Notice
Last Updated: 9-29-21

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Syracuse Arts Academy
Parent & Family Engagement Policy

PURPOSE

In support of strengthening student academic achievement, Syracuse Arts Academy (the "School") receives Title I, Part A funds and must jointly develop with, agree on with, and distribute to parents and family members of participating children a written parent and family engagement policy that contains information required by Section 1116 of the Every Student Succeeds Act (the "ESSA"). This policy establishes the School's expectations and objectives for meaningful parent and family involvement, describes how the School will implement a number of specific parent and family engagement activities, and is incorporated into the School's plan submitted to the state pursuant to Section 1112 of the ESSA. The purpose of an effective parent and family engagement policy is to improve all students' academic achievement.

POLICY

The School agrees to implement the following requirements as outlined by Section 1116 of the ESSA:

- Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of this policy and the joint development of the targeted assistance or schoolwide program plan.

- Update this policy periodically to meet the changing needs of parents and the School, distribute it to the parents and family members of participating children, and make this policy available to the local community.

- Provide full opportunities, to the extent practicable, for the participation of parents and family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children, including providing information and school reports required under Section 1111 of the ESSA in an understandable and uniform format and, to the extent practicable, in a language parents understand.

- If the targeted assistance or schoolwide program plan under Section 1114(b) of ESSA is not satisfactory to the parents of participating children, submit any parent comments with such plan when the School submits the plan to the state.

- Be governed by the following statutory definition of parent and family engagement and will carry out programs, activities, and procedures in accordance with this definition:

  Parent and family engagement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- ✓ *That parents play an integral role in assisting their child's learning;*
- ✓ *That parents are encouraged to be actively involved in their child's education at school;*
- ✓ *That parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees (if any) to assist in the education of their child; and*
- ✓ *The carrying out of other activities, such as those described in Section 1116 of the ESSA.*

Required Policy Components

Below is a description of how the School will implement or accomplish each of the following components required by Section 1116 of the ESSA:

- Joint Development of Policies, Plans, Compact, and Programs. The School will take the following actions to involve parents and family members in an organized, ongoing, and timely manner in the planning, review, and improvement of Title I policies, plans, compact, and programs:
  - ♦ Distribute a copy of this policy and the school-parent compact to parents and family members at the beginning of each school year through appropriate channels, such as the registration packet. The policy and school-parent compact will also be posted on the School's website.
  - ♦ Notify parents and family members of an annual meeting where parents and family members will be informed about the School's participation in and the requirements of Title I programs.
  - ♦ Hold other parent and family meetings during the school year to provide parents and family members with ongoing information, training, and materials to help them work with their children in the areas such as literacy, numeracy, and technology.
  - ♦ Hold parent-teacher conferences at least annually, where student achievement, behavior, and/or the school-parent compact will be reviewed and discussed.
  - ♦ The School and state websites will provide parents with information related to expected student proficiency levels.
  - ♦ The School website will provide parents with a description and explanation of the School's curriculum, mission, calendar information, policies, and opportunities for school and parent interaction.
  - ♦ Conduct an annual review and evaluation of this policy, the school-parent compact, and targeted assistance or schoolwide program plan. As part of the annual review and evaluation, the School will consider, and implement if appropriate, any suggestions or feedback provided by parents and family members on how the School can improve this policy and the associated compact and plan. Suggestions or feedback may be provided to the School in the form of results from the School's needs assessment and evaluation given to parents, comments made by parents and family members in meetings at the School and during parent-teacher conferences, or through other means.

- Communications. The School will take the following actions to provide parents and family members timely information about the Title I programs in which the School participates:
    - Distribute a copy of the updated version of this policy and the school-parent compact to parents and family members at the beginning of each school year through appropriate channels, such as the registration packet.
    - Provide information related to the Title I programs, meetings, and other activities to the parents of participating children in an understandable and uniform format and, to the extent practicable, in a language that the parents can understand.

- School-Parent Compact. The School's school-parent compact outlines how parents, the entire School staff, and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the state's high standards. The School will review the school-parent compact with parents of participating children by doing the following:
    - Distributing a copy of the updated version of the school-parent compact to parents and family members at the beginning of each school year through appropriate channels, such as the registration packet.
    - Obtaining all parties' signatures (electronic or written) on each school-parent compact on an annual basis.
    - Encouraging parents to review the school-parent compact with their children on a regular basis.
    - Considering, and implementing, if appropriate, any suggestions or feedback provided by parents and family members on how the School can improve its school-parent compact.

- Reservation of Funds. The School currently does not receive Title I allocations of $500,000 or more. In the event the School's Title I allocations reach or exceed $500,000 in the future, the School will follow the requirements in Section 1116(a)(3) of the ESSA.

- Coordination of Services. The School will, to the extent feasible and appropriate, coordinate and integrate parent and family engagement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

- Building Capacity of Parents. The School will build the parents' capacity for strong parent and family engagement to ensure effective involvement of parents and to support a partnership among the School and the community to improve student academic achievement through the following:
    - Providing opportunities for discussion with parents about the School's curriculum, forms of academic assessment used to measure student progress, and achievement levels of the challenging state academic standards.
    - Engaging parents with materials and training to help parents to work with their child to improve their child's achievement, such as literacy training and using

technology (including education about the harms of copyright piracy), as appropriate, to foster parent and family engagement.

- Giving parents information at parent-teacher conferences about their student's state core testing and other appropriate curriculum based assessments.
- Providing progress reports to parents to communicate their student's academic performance throughout the school year.
- Facilitating communication between parents and School personnel through the School's LAND Trust Committee.
- Scheduling School meetings, as well as parent-teacher conferences, in a way that will maximize parent and family member involvement and participation.
- Gathering, on an annual basis, input from parents through a variety of methods. For example, parent surveys, needs assessments, conversation, parent-teacher conferences, and School activities.
- Providing assistance to parents, as appropriate, in understanding topics such as the following:
  - The challenging state's academic standards;
  - The state and local academic assessments, including alternate assessments;
  - The requirements of Title I, Part A;
  - How to monitor their child's progress; and
  - How to work with educators to improve the achievement of their child.

- Building Capacity of School Staff. The School will, with the assistance of parents, provide training to educate teachers, specialized instructional support personnel, principals/directors and other School leaders, and other staff on the value and utility of contributions of parents; how to reach out to, communicate with, and work with parents as equal partners; how to implement and coordinate parent programs; and how to build ties between parents and the School. The School may accomplish this training through in-person trainings and/or through the utilization of online print and video resources. The School may also provide other reasonable support for parent and family engagement activities under Section 1116 as parents may reasonably request.

Parents and Family Members of Children Learning English

Any time this policy references "parents," "family," or "family members," it includes parents and family members of students who are English language learners, regardless of the prevalence of children English language learners in the geographic area in which the School is located.

The School may seek assistance from community organizations to assist the School in communicating with parents and family members of students who are English language learners. If the School provides such assistance, it will try to determine the method of communication preferred by the parents and family members of students who are English language learners.

Review

The School will annually review and evaluate this policy, the school-parent compact, and the targeted assistance or schoolwide program plan to determine their effectiveness in improving the

academic quality of the School and academic achievement of its students. Results of the annual review and evaluation will be used to design strategies for more effective parent and family engagement.

SAA Parent & Family Engagement Policy
REVISION A
Board Approval Date: 10-06-22

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Syracuse Arts Academy
Parent Compact

PARENT/GUARDIAN RESPONSIBLITIES

I want my child to achieve, therefore I will:

- ✓ Make sure my child attends school regularly and on time.
- ✓ See that my child is well-rested and has had a good breakfast each day.
- ✓ Set aside a specific time and location for homework with assistance if necessary.
- ✓ Attend at least 2 of the 3 parent teacher conferences.
- ✓ Communicate with my child's teacher(s) regularly to ensure academic success.
- ✓ Support the school and staff in maintaining proper discipline.
- ✓ Read with your child 20 minutes every night, or have your child read 20 minutes nightly.
- ✓ Encourage positive attitudes towards school.
- ✓ Volunteer at Syracuse Arts Academy as appropriate.
- ✓ Review information and work sent home and respond as necessary.

STUDENT RESPONSIBILITIES

It is important that I learn, therefore I will:

- ✓ Attend school regularly and on time.
- ✓ Complete assignments and homework.
- ✓ Bring homework and supplies to school each day.
- ✓ Work to the best of my ability.
- ✓ Work cooperatively with my classmates, teachers and staff.
- ✓ Respect myself, other people, and my school.
- ✓ Follow all school rules.
- ✓ Accept responsibility for my own actions.

TEACHER RESPONSIBILITIES

It is important that my students achieve, therefore my child's teacher will:

- ✓ Hold expectations high for all students, believing that all students can learn.
- ✓ Provide high-quality instruction in a supportive and non-threatening environment.
- ✓ Provide high-quality instruction enriched by artistic expression.
- ✓ Provide meaningful homework.
- ✓ Communicate regularly with my students and their families through conferences, notes, phone calls, etc.
- ✓ Provide opportunities for parents to assist in the classroom in meaningful ways and to observe classroom activities.

PRINCIPAL RESPONSIBILITIES

Syracuse Arts Academy administration supports this compact, therefore will:

- ✓ Provide an equitable learning environment for all children.
- ✓ Encourage the staff to provide parents with the information about the total school program.
- ✓ Encourage our staff to provide avenues for positive and meaningful parent involvement.

Parent/Guardian Signature	Date
Student Signature	Date
Teacher Signature	Date
Principal Signature	Date

SAA Parent Compact
REVISION A
Board Approval Date: 12-02-21

Syracuse Arts Academy
Parent Grievance Policy

The purpose of this policy is to clarify for parents a process by which concerns can be addressed. The Board encourages active parent participation in their child(ren)'s education and hopes that parents will feel empowered to voice their opinions, volunteer in and out of the classroom for Syracuse Arts Academy (SAA), and work as a team to provide the best education for their child(ren).

If you have a concern with teacher or any staff member of SAA, the following steps shall be followed:

1. Items involving teachers, staff members or administration must first be addressed with the individual(s) directly involved.

2. If you feel the issue is not adequately addressed or resolved at this level, you may address your concern with the Campus Principal.

    a. That Campus Principal is considered a neutral mediator and is responsible to meet with all involved parties including the teacher or staff member involved.

    b. After meeting with all parties the Campus Principal may facilitate a group meeting with all involved parties where a decision will be made. If necessary, the Campus Principal or parent may consult with the Lead Director where a decision may be made.

3. If the issue remains unresolved, or the specific issue concerns the administration, a *****written complaint must be filed with the Board of Directors by sending an email to all members of the Board of Directors through board@SAACharter.org.

    a. Once an issue or complaint is sent to the board, the board president may assign another member of the board to take charge and mediate the issue.

    b. That board member is considered a neutral mediator and is responsible to meet with all involved parties including the teacher, staff member, or administrator involved.

    c. After meeting with all parties the board member may facilitate a group meeting with all involved parties, where a decision will be made. If necessary, the board member may consult with other members of the board and where necessary a decision will be suspended until the entire board can meet to make a decision.

    d. All issues that have come up during the time since the last board meeting will be reviewed by the assigned board member for the benefit of the entire Board of Directors.

4. Written summaries, prepared by the assigned mediator (board member or administrator) as well as all supporting communications or documentation will be retained by the board as record

of grievance activities and audit purposes. These summaries will include the initial complaint, the name of the person initiating the complaint, the SAA employee or board member involved, the name of the mediator, record of all meetings held as well as the resolution or action taken. All records will be retained for three (3) years.

5. SAA, its Board of Directors, administrators and staff have adopted a no tolerance bullying policy for the students of the school. In a similar fashion, retribution of any kind towards anyone utilizing this process to express their concerns, will be considered bullying and will not be tolerated. Any employee of SAA determined to be acting thusly may be subject to immediate disciplinary action.

If you have a concern with a policy, procedure or practice at the school, the following options are available to you:

1. School Administration is the first and best contact to discuss policy, procedure, or practice.

   ~~a.~~ If the concern is directly related to school administrative practices or procedures, you may address your concern directly with the Campus Director by sending a written notice.

   b. If your concern is directed to POEC, you may attend the regular POEC Parent Meetings (Please see the school website www.SAACharter.org for dates and times) and express yourself during the parent comment portion or contact the POEC President at least three (3) working days in advance and request to be placed on the Agenda.

   c. If your concern deals with school policy, you may address the board in a formal Board of Directors meeting during the "public comment" portion. You may also request to be added to the meeting agenda by contacting the president of the Board of Directors at board@syracuseartsacademy.org three (3) working days prior to the scheduled meeting date (dates and times of board meetings are posted on the school's website at www.syracuseartsacademy.org.

If you feel you or your child has been treated unfairly, discriminated against, or treated in a manner that is in violation of state or federal law:

1. You may file a *****written complaint with the Campus Principal, and if you wish, make an appointment to discuss the issue.

2. If the issue is not resolved with the Campus Principal, you may file a *****written complaint with the Lead Director, and if you wish, make an appointment to discuss the issue.

****** *Written complaints shall specify the individual(s) involved, details of the incident(s) spurring the complaint, including dates and approximate times, and details of an attempt to rectify the situation.*

Back to TOC

Syracuse Arts Academy
Pest Management Policy

POLICY

Syracuse Arts Academy (the "School") is committed to providing a safe environment for our students and staff. We recognize that, to provide a safe environment, is important to protect students from exposure to both pests and pesticides. The School has therefore adopted the Integrated Pest Management ("IPM") approach to pest control in accordance with Utah state law. IPM is an ecologically-based pest management strategy that seeks to provide long-term solutions to pest problems with minimum impact on human health and the environment. The IPM approach minimizes the exposure of students and staff to pesticides by incorporating a variety of non-chemical and chemical methods to prevent and eradicate pests. The Principal of each campus is responsible for ensuring that the IPM approach is implemented at their campus in accordance with Utah Administrative Code R392-200-7(12).

SAA Pest Management Policy
Board Approval Date: 1-08-15

Back to TOC

Syracuse Arts Academy
Political Signs on School Property Policy

PURPOSE

The purpose of this policy is to address the posting of political signs on Syracuse Arts Academy's (the "School") property.

POLICY

In accordance with Utah Code 20A-17-103, the School will not allow the posting of any political signs on School property.

SAA Political Signs on School Property Policy
Board Approval Date: 10-08-15

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SYRACUSE ARTS ACADEMY

QUALIFIED 501(C)(3) BONDS

POST-ISSUANCE TAX COMPLIANCE POLICY AND PROCEDURES

Adopted: 12-02-21

Last Updated: 12-02-21

This policy and the procedures set forth herein are adopted by Syracuse Arts Academy ("Borrower"), as conduit borrower, to ensure that interest on tax-exempt conduit bonds issued for the benefit of the Borrower (the "Bonds") remains excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The Borrower reserves the right to use its discretion as necessary and appropriate to make exceptions to these guidelines or adopt additional policies or procedures as facts and circumstances warrant.

I. Use of Bond Proceeds

A. Expenditure of Bond proceeds will be regularly reviewed by Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, for consistency with the Bond documents, including any bond resolution, trust indenture, disbursement agreement or tax certificate (including any tax compliance agreement or similar document).

B. None of the proceeds of the Bonds will be used to reimburse the Borrower for costs paid prior to the date of issuance of the Bonds unless the Borrower shall have fully complied with Section 1.150-2 of the Treasury Regulations with respect to such reimbursed amounts, which section is summarized in Exhibit A hereto.

C. The amount of sale proceeds applied to finance issuance costs of any issue of Bonds shall not in any case exceed 2% of the sale proceeds of the Bonds.

D. Staff costs may be financed with Bond proceeds only to the extent that they are properly capitalized as a cost of a capital project under generally accepted accounting principles and federal tax law.

E. Requests for expenditures will be summarized in a "final allocation" of Bond proceeds to uses not later than 18 months after the in-service date of the Bond-financed property (and in any event not later than 5 years and 60 days after the issuance of the Bonds and not later than 60 days after earlier retirement of the issue) in a manner consistent with allocations made to determine compliance with the Code and Treasury Regulations and the applicable tax certificate.

F. Expenditure of proceeds of the Bonds will be measured against the Borrower's expectation at issuance of the Bonds to (i) incur within 6 months a substantial binding obligation to a third party to expend at least 5% of the net sale proceeds of the Bonds on capital projects, (ii)

allocate at least 85% of net sale proceeds to expenditures on the capital projects within 3 years, and (iii) proceed with due diligence to complete the capital projects and fully spend the net sale and investment proceeds. In the event that exceptions under the Code are not met, annual calculations of rebate liability will be performed or caused to be performed by Lewis Young Robertson & Burningham.

G. If there are any Bond proceeds remaining other than in a reserve or debt service fund established pursuant to the bond resolution or trust indenture after completion of the projects, such proceeds shall be applied in a manner consistent with the applicable bond resolution, trust indenture, loan agreement and tax certificate or pursuant to advice from bond counsel.

II. Use of Bond-Financed Property

A. Records will be maintained by Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, identifying the assets or portion of assets that are financed with Bond proceeds, including the average economic life of such Bond-financed property.

B. Upon issuance of Bonds, there shall be no expectation that the Bond-financed property will be sold or otherwise disposed of by the Borrower during the term of the Bonds.

C. Appropriate personnel will be trained regarding restrictions on the use of Bond proceeds and the facilities financed thereby, including unrelated business use (*i.e.*, use by the Borrower or another section 501(c)(3) organization that is not substantially related to the performance of that organization's tax-exempt purpose) and instructed to consult with Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, regarding any (i) third-party contract concerning use of the facilities, including without limitation leases, use, management or service contracts, and research contracts and (ii) unrelated business use.

D. Agreements with third parties for lease, use, management, or any other service agreement or research contract with respect to, or non-governmental use in respect of, Bond-financed property must be approved prior to execution (or material modification) by Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, who will be responsible for determining whether the proposed agreement results in private business use of the facilities (including in an unrelated trade or business), upon advice of bond counsel, as necessary. If applicable in making such determination, Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, will determine, or consult with outside legal counsel to determine, whether the proposed agreement meets the compensation, term and other requirements of Revenue Procedure 2017-13, regarding service agreements (summarized in Exhibit B hereto), or the guidelines of Revenue Procedure 2007-47, regarding research sponsorship agreements (summarized in Exhibit C hereto).

E. Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, will communicate at least annually with the appropriate personnel to identify and discuss any existing or planned private use (including unrelated business use) of

Bond-financed facilities. Guidelines for measuring and allocating any such use are summarized in Exhibit D hereto.

F. No item of Bond-financed property will be sold or transferred by the Borrower without approval of the governing body of the Borrower who shall authorize and seek the advice of bond counsel to provide guidance as to "remedial action" that may be required under the applicable Treasury Regulations if Bonds financing such property remain outstanding as of the date of sale or transfer of such property. Remedial action is summarized in Exhibit E hereto.

III. Investments

A. If the issue price of the Bonds cannot be determined on or before the date the Bonds are issued, the Borrower will continue monitoring sales of Bonds until 10% of each maturity of Bonds has been sold to the public at a single price or until all of the Bonds are sold to the public. If, in such circumstances, all of the Bonds are sold, but no single price was agreed with respect to at least 10% of a maturity of the Bonds, the Borrower will consult with bond counsel to determine a reasonable method to establish the issue price of that maturity.

B. Investment of Bond proceeds in compliance with the arbitrage and rebate requirements of the Code and applicable Treasury Regulations will be managed by Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, in compliance with the applicable bond resolution or trust indenture and the tax certificate.

C. Guaranteed investment contracts ("GICs") and defeasance escrow securities will be purchased according to the fair market value provisions of applicable Treasury Regulations, including bid requirements and fee limitations. Certificates of deposit will be purchased only according to the fair market value provisions of applicable Treasury Regulations. Bond counsel will be consulted before purchasing any other, non-marketable securities and before depositing gross proceeds in any other bank account not explicitly authorized by the Bond documents.

D. Upon final expenditure of the gross proceeds of Bonds, and in any event promptly following the fifth anniversary of the date of issuance of the Bonds or earlier retirement of the Bonds, Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower, will prepare or cause to be prepared a spending exception report or an arbitrage rebate computation (as applicable) for the issue of Bonds. Rebate payments, if due, will be made with Form 8038-T no later than 60 days after (i) each fifth anniversary of the date of issuance of the Bonds and (ii) the final retirement of the Bond issue.

IV. Record Management and Retention

A. Management and retention of records related to Bond issues will be supervised by Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower.

B. Records for Bonds will be retained for not less than the life of the Bonds, plus any refunding bonds, plus three years. Such records may be in the form of documents or electronic copies of documents, appropriately indexed to specific Bond issues and compliance functions.

C. Retainable records pertaining to Bond issuance, use and investment of Bond proceeds and use of Bond-financed property shall include the following, which shall be retained by Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower:

- The Bond closing transcript and any amendments to Bond documents.
- Documents relating to any expenditure financed by Bond proceeds. Such documents will include requests for Bond proceeds, construction contracts, purchase orders, invoices, and payment records. Such documents will include documents relating to costs reimbursed with Bond proceeds.
- Records identifying the assets or portion of assets that are financed with Bond proceeds.
- All contracts and arrangements involving private use of the Bond-financed property, including third-party lease, use, management or service contracts, and research contracts.
- All reports relating to the allocation of Bond proceeds and private use of Bond-financed assets, including information on unrelated business use.
- Records of investments, GICs or other investment agreements, and records of investment activity sufficient to permit calculation of arbitrage rebate, or demonstration that no rebate is due; arbitrage reports; and copies of rebate calculations and records of payments, including Forms 8038-T.

V. Overall Responsibility

A. Overall administration and coordination of these guidelines and related staff training, as deemed necessary, are the responsibility of Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower.

B. Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower will coordinate an annual review process to investigate, monitor, assure and document compliance with these guidelines.

C. The Borrower understands that failure to comply with these policies and procedures could result in the retroactive loss of the exclusion of interest on Bonds from federal gross and Utah income and, thus, it would be advisable to consult with bond counsel in advance regarding deviations from the facts and expectations as set forth in the closing certifications relating to any issue of Bonds.

D. Any violations or potential violations of federal tax requirements shall promptly be reported to the governing body of the Borrower and, if necessary, the governing body shall direct

Academica West, LLC, as business manager for the Borrower, and the Lead Director of the Borrower to engage qualified consultants and outside legal counsel to further investigate potential violations or undertake appropriate remedial actions. Any deviation or contemplated deviation from the facts and expectations set forth in the closing certifications relating to any issue of Bonds should be reported promptly to bond counsel or appropriate staff, who normally will consult bond counsel for advice regarding such deviation.

EXHIBIT A

REIMBURSEMENT BOND SUMMARY

Following is a general summary of the requirements relating to bonds that are issued to reimburse expenditures that were paid prior to the date of issuance of bonds ("Reimbursement Bonds").

Reimbursement Bond proceeds cannot be used to reimburse expenditures paid more than 60 days prior to the adoption of the declaration of official intent/reimbursement resolution, which must contain:

- a general functional description of the property to which the reimbursement relates or an identification of the fund or account from which the expenditure is to be paid and a general functional description of the purposes of such fund or account; and

- the maximum principal amount of debt to be issued.

Reimbursement Bonds must be issued not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date on which the property is placed in service, but in any case not more than three years after the date on which the original expenditure is paid. If possible, actual reimbursement should be made within 30 days of the date of issuance of the Reimbursement Bonds.

Note that there are exceptions for "de minimis" amounts (not in excess of the lesser of $100,000 or 5% of proceeds of the issue) and for "preliminary expenditures" (such as architectural, engineering, surveying, soil testing and similar costs, and costs of issuance), so long as such preliminary expenditures do not exceed 20% of the aggregate issue price.

EXHIBIT B

SUMMARY OF REVENUE PROCEDURE 2017-13

Management contracts and other agreements with service providers with respect to property financed with proceeds of tax-exempt bonds may result in private business use of that property for purposes of § 141 of the Internal Revenue Code of 1986. Whether such an agreement results in private business use is generally based on all of the facts and circumstances but generally results in private business use if the contract provides for compensation based, in whole or in part, on a share of net profits from the operation of the facility. An agreement that results in a lease or ownership of the property by the service provider for federal income tax purposes generally is not considered a management contract for this purpose and generally results in private business use.

Revenue Procedure 2017-13 provides conditions under which a management contract does not result in private business use of the financed property.[2] The following is a summary of the Rev. Proc. 2017-13 requirements and safe harbors and should be used with care. Rev. Proc. 2017-13 and other relevant authority should be reviewed in connection with each proposed management or other service-provider agreement.

I. General Definitions

"*Governmental person*" means a state or local governmental unit as defined in Treas. Reg. § 1.103-1 or any instrumentality thereof. It does not include the United States or any agency or instrumentality thereof.

"*Managed property*" means the portion of a project with respect to which a service provider provides services.

"*Management contract*" means a management, service, or incentive payment contract between a qualified user and a service provider under which the service provider provides services for a managed property. A management contract does not include a contract or portion of a contract for the provision of services before a managed property is placed in service (for example, pre-operating services for construction design or construction management).

"*Project*" means one or more facilities or capital projects, including land, buildings, equipment, or other property, financed in whole or in part with proceeds of the bond issue.

"*Qualified user*" means, for projects financed with governmental bonds, any governmental person or, for projects financed with qualified 501(c)(3) bonds, any governmental person or any 501(c)(3) organization with respect to its activities which do not constitute an unrelated trade or business, determined by applying § 513(a).

"*Related party*" means, in reference to a governmental unit or a 501(c)(3) organization, any member of the same controlled group, and in reference to any person that is not a governmental unit or 501(c)(3) organization, a related person (as defined in § 144(a)(3) of the Code).

"*Renewal option*" means a provision under which either party has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically

[2] An issuer/borrower may continue to rely on Rev. Proc. 97-13, as modified by Rev. Proc. 2001-39 and amplified by Notice 2014-67, with respect to a management contract entered into before August 18, 2017 and that is not materially modified or extended on or after that date (except pursuant to certain renewal options).

renewed for one-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

"*Service provider*" means any person other than a qualified user that provides services to, or for the benefit of, a qualified user under a management contract.

"*Unrelated parties*" means persons other than either: (1) a related party to the service provider or (2) a service provider's employee.

Eligible Expense Reimbursement Arrangements

A management contract under which the only compensation consists of reimbursements of actual and direct expenses paid by the service provider to unrelated parties and reasonable related administrative overhead expenses of the service provider does not result in private business use.

Qualified Management Contracts

Management contracts that are not eligible expense reimbursement arrangements (as described above) do not result in private business use if the below requirements are met. Moreover, a service provider's use that is functionally related and subordinate to its services provided under such a qualifying management contract (*e.g.*, use of storage areas to store equipment used to perform the services) does not result in private business use.

Term of the Contract

The term of the contract, including all renewal options, must not be greater than the lesser of 30 years or 80% of the weighted average reasonably expected economic life of the managed property, determined as of the beginning of the term of the contract.

Control of Managed Property

The qualified user must exercise a significant degree of control over the use of the managed property. This requirement is met if the contract requires the qualified user to approve:

- the annual budget;
- capital expenditures (*e.g.*, by approving an annual budget for capital expenditures described by functional purpose and specific maximum amounts);
- each disposition of property (as with capital expenditures);
- rates charged for use (*e.g.*, by expressly approving the rates or a general description of the rate-setting methodology (such as a method that establishes hotel room rates using specified revenue goals based on comparable properties), or by requiring that the rates be reasonable and customary as specifically determined by, or negotiated with, an independent third party (such as a medical insurance company)); and
- the general nature and type of use of the managed property.

Risk of Loss of the Managed Property

The qualified user must bear the risk of loss upon damage or destruction of the managed property (*e.g.*, due to *force majeure*). A qualified user may, however, insure against risk of loss and impose a penalty on the service provider for failure to operate the property in accordance with certain standards.

No Inconsistent Tax Position

The service provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a service provider with respect to the managed property. For example, the service provider must agree not to claim any depreciation of amortization, investment tax credit, or deduction for any payment as rent with respect to the managed property.

No Substantial Limitation of Rights

The service provider must not have any role or relationship with the qualified user that, in effect, substantially limits the qualified user's ability to exercise its rights under the contract, based on all the facts and circumstances. A service provider will not be treated as having such a prohibited role or relationship if:

- no more that 20% of the voting power of the governing body of the qualified user is vested in the directors, officers, shareholders, partners, members, and employees of the service provider (or its related parties) in the aggregate;
- the governing body of the qualified user does not include the CEO or other person with equivalent management responsibilities of the service provider (or any of its related parties) or other chairperson or equivalent executive of the service provider's governing body (or that of any of its related parties); and
- the CEO or equivalent of the service provider (or any of its related parties) is not the CEO or equivalent of the qualified user or any of the qualified user's related parties.

Compensation and Expenses

Reasonable Compensation

Payments to the service provider under the contract must be reasonable compensation for services rendered during the term of the contract. Compensation includes payments to reimburse actual and direct expenses and related administrative overhead expenses.

No Net Profits or Net Losses

The contract must not (i) provide to the service provider a share of net profits from the operation of the managed property or (ii) in substance, impose upon the service provider the burden of bearing any share of net losses from the operation of the managed property.

Compensation will not be treated as a share of net profits if *no element of the compensation*[3] takes into account, or is contingent upon, either net profits or both revenues and expenses (other than any reimbursements of actual and direct expenses paid to unrelated parties). Incentive compensation will not be treated as providing a share of net profits if the eligibility for the incentive compensation is determined by the service provider's performance in meeting standards for quality of service, performance, or productivity and the amount and timing of payment otherwise meet this requirement.

An arrangement will not be treated as requiring the service provider to bear a share of net losses if:

[3] For this purpose, the elements of compensation are: the *eligibility* for payment, the *amount* of payment, and the *timing* of payment.

- the amount of the service provider's compensation and the amount of expenses to be paid by the service provider (and not reimbursed), separately and collectively, do not take into account either net losses or both revenues and expenses, and
- the timing of the payment is not contingent upon net losses.

A service provider whose compensation is reduced by a stated dollar amount (or one of multiple stated dollar amounts) for failure to keep expenses below a specified target (or one of multiple specified targets) will not be treated as bearing a share of net losses as a result of this reduction

Payment Deferral

Deferral due to insufficient net cash flows from the operation of the managed property of the payment of compensation that does not otherwise provide a share of net profits or require the service provider to bear a share of net losses will not cause the deferred compensation to be treated as contingent upon net profits or net losses if the contract includes requirements that:

- the compensation is payable at least annually;
- the qualified user is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and
- the qualified user will pay such deferred compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment.

Certain Compensation Arrangements

Without regard to whether the service provider pays expenses with respect to the operation of the managed property without reimbursement by the qualified user, compensation for services will not be treated as providing a share of net profits or requiring the service provider to bear a share of net losses if the compensation for services is: (a) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (b) incentive compensation as described above; or (c) a combination of these types of compensation.

"*Capitation fee*" means a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to such persons varies substantially.[4] A fixed periodic amount may include an automatic increase according to a specified, objective, external standard that is not linked to the output or efficiency of the managed property. A capitation fee may include a variable component of up to 20% of the total capitation fee designed to protect the service provider against risk such as risk of catastrophic loss.

"*Periodic fixed fee*" means a stated dollar amount for services rendered for a specified period of time.[5] The stated dollar amount may automatically increase according to a specified, objective external standard that is not linked to the output or efficiency of the managed property. Capitation fees and per-unit fees are not periodic fixed fees.

[4] For example, a capitation fee includes a fixed dollar amount payable per month to a medical service provider for each member of a health maintenance organization plan for whom the provider agrees to provide all needed medical services for a specified period.

[5] For example, a stated dollar amount per month is a periodic fixed fee.

"*Per-unit fee*" means a fee based on a unit of service provided specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the Medicare program, or the qualified user.[6] Separate billing arrangements between physicians and hospitals are treated as per-unit fee arrangements. A fee that is a stated dollar amount specified in the contract does not fail to be a per-unit fee as a result of a provision under which the fee may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of the managed property.

The Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are examples of objective, external standards.

Contract Revisions

A contract that is materially modified with respect to any matter relevant to these requirements must be retested under these requirements as a new contract as of the date of the material modification.

[6] For example, a stated dollar amount for each specified medical procedure performed, car parked, or passenger mile is a per-unit fee.

EXHIBIT C

SUMMARY OF REVENUE PROCEDURE 2007-47

If a research agreement is described in either section (1) or (2) below, the research agreement itself will not generally result in private business use.

(1) *Corporate-sponsored research*. A research agreement relating to property used for basic research (*i.e.*, any original investigation for the advancement of scientific knowledge not having a specific commercial objective) supported or sponsored by a sponsor is described in this section (1) if any license or other use of resulting technology by the sponsor is permitted only on the same terms as the recipient would permit that use by any unrelated, non-sponsoring party (that is, the sponsor must pay a competitive price for its use), and the price paid for that use must be determined at the time the license or other resulting technology is available for use. Although the recipient need not permit persons other than the sponsor to use any license or other resulting technology, the price paid by the sponsor must be no less than the price that would be paid by any non-sponsoring party for those same rights.

(2) *Industry or federally sponsored research agreements*. A research agreement relating to property used pursuant to an industry or federally sponsored research arrangement is described in this section (2) if the following requirements are met, taking into account the special rules set forth in section (3) in the case of federally sponsored research:

A single sponsor agrees, or multiple sponsors agree, to fund governmentally performed basic research;

The qualified user[7] determines the research to be performed and the manner in which it is to be performed (for example, selection of the personnel to perform the research);

Title to any patent or other product incidentally resulting from the basic research lies exclusively with the qualified user; and

The sponsor or sponsors are entitled to no more than a nonexclusive, royalty-free license to use the product of any of that research.

(3) *Federal Government rights under the Bayh-Dole Act*. In applying the operating guidelines on industry and federally sponsored research agreements under section (2) to federally sponsored research, the rights of the Federal Government and its agencies mandated by the Bayh-Dole Act will not cause a research agreement to fail to meet the requirements of section (2), provided that the requirements of sections second and third bullet points above are met, and the license granted to any party other than the qualified user to use the product of the research is no more than a nonexclusive, royalty-free license. Thus, to illustrate, the existence of march-in rights or other special rights of the Federal Government or the sponsoring Federal agency mandated by

[7] A "qualified user" of the financed property is a state or local governmental unit (or instrumentality thereof) or a 501(c)(3) organization if the financed property is not used in an unrelated trade or business under section 513(a) of the Internal Revenue Code.

the Bayh-Dole Act will not cause a research agreement to fail to meet the requirements of section (2), provided that the qualified user determines the subject and manner of the research in accordance with the second bullet point above, the qualified user retains exclusive title to any patent or other product of the research in accordance with the third bullet point above, and the nature of any license granted to the Federal Government or the sponsoring Federal agency (or to any third party nongovernmental person) to use the product of the research is no more than a nonexclusive, royalty-free license.

EXHIBIT D

SUMMARY OF PRIVATE USE MEASUREMENT AND ALLOCATION

Bonds will be considered "private activity bonds" if the issuer reasonably expects, as of the issue date of the bonds, that the issue of bonds either (i) meets the private business use test and the private security or payment test or (ii) meets the private loan financing test. Bonds will also be considered private activity bonds if the issuer takes a deliberate action, subsequent to the issue date, that causes the conditions of these tests to be met. For qualified 501(c)(3) bonds, the expectations and actions of the conduit borrower must also be considered.

Governmental bonds generally meet the private business use test if more than 10% of the proceeds of an issue of Bonds are used, directly or indirectly, in any activity that constitutes a trade or business of any person that is not a state or local governmental unit, or more than 5% of such proceeds are used, directly or indirectly, for (i) any use that is not related to any governmental use of the proceeds or (ii) any disproportionate related business use of the proceeds.

Qualified 501(c)(3) bonds will meet the private business use test if more than 5% of the proceeds of an issue (or $15,000,000, if less) of bonds are used, directly or indirectly, (i) in any activity that constitutes (a) an unrelated trade or business activity of an organization described in section 501(c)(3) of the Code and exempt from tax under section 501(a) (a "501(c)(3) Organization"), determined by applying section 513(a) of the Code (without regard to whether the activity produces unrelated business taxable income), or (b) a trade or business of any person that is not a 501(c)(3) Organization or a state or local governmental unit (a "Non-Exempt Person"), or (ii) to pay costs of issuing the Bonds.

The following is a general summary of how private business use is measured and allocated to proceeds for purposes of the private business use test.

I. Private Use Measurement

Use of financed property is treated as direct use of the bond proceeds, and the use of proceeds by all nongovernmental persons is aggregated for purposes of the private business use test.

To calculate private business use, the percentage or amount of bond proceeds that is attributable to each discrete facility or portion thereof must first be determined by treating each portion as a separate facility. The allocation generally is based on the relative cost of each portion, but where different portions of a facility have similar costs per square foot (or where it would result in a conservative allocation), relative square footage often is used as a proxy for allocating costs. For this purpose, bond proceeds that are invested in a reserve or replacement fund, or paid as fees for a qualified guarantee or a qualified hedge, are allocated ratably among the other purposes for which the proceeds are used. As noted above, however, issuance costs (including amounts retained by an underwriter as compensation) are included in the costs subject to the 5% limitation for qualified 501(c)(3) bonds.

The amount of private business use is generally determined according to the average percentage of private business use of that facility (or portion thereof) during the applicable measurement period. The measurement period generally begins on the later of the issue date of the bonds or the date the property is placed in service and ends on the earlier of the last date of the reasonably expected economic life of the property or the latest maturity date of any bond of the issue financing the property (determined without regard to any optional redemption dates, but taking into account reasonably expected mandatory redemptions). A combined measurement period is used when bonds are refunded. The average percentage of private business use is the average of the percentages of private business use during the one-year periods within the measurement period, with appropriate adjustments for beginning and ending periods of less than one year. The amount of private business use resulting from ownership of a facility or portion thereof by a nongovernmental person (or, in the case of a qualified 501(c)(3) bond, a Non-Exempt Person) is the greatest percentage of private business use in any one-year period.

Where a facility (or discrete portion thereof) is entirely used for private business use, all of the proceeds allocable to that facility (or portion) are treated as allocable to private business use. The amount of private business use of common areas within a facility is based on a reasonable method that properly reflects the proportionate benefit to be derived by the users of the facility.

For a facility (or discrete portion thereof) in which non-private use and private business use occur simultaneously but on a different basis (for example, a lease or non-qualified management or service contract), the entire facility (or portion) is treated as having private business use.

If, however, there is private business use and actual exempt use on the same basis, the average amount of private business use may be determined on a reasonable basis that properly reflects the proportionate benefit to be derived by the various users of the facility (for example, reasonably expected fair market value of use). For example, in the case of a parking garage with unassigned spaces, the proportion of private use generally is based on the number of spaces used for private business use as a percentage of the total number of spaces.

For a facility (or discrete portion thereof) in which non-private use and private business use occur at different times (for example, different days), the average amount of private business use generally is based on the amount of time that the facility is used for private business use as a percentage of the total time for all actual use. In determining the total amount of actual use, periods during which the facility is not in use are disregarded.

Notwithstanding the foregoing, if private business use is reasonably expected as of the issue date of the bonds to have a significantly greater fair market value than the corresponding non-private use (because the times of use are more attractive, for example), the average amount of private business use must be determined according to the relative reasonably expected fair market values of use rather than another measure, such as average time of use, in order to properly reflect the proportionate benefit to be derived from the private business use.

II. Allocation of Financing Sources to Project Uses

Generally, if two or more sources of funding are allocated to capital expenditures for a single project with both exempt and private business use, those sources must be allocated to the different uses of the project. For this purpose, a "project" is one more facilities or capital projects, including land, buildings, equipment, or other property, financed in whole or in part with bond proceeds.

General Allocation Rule. Under the general allocation rule, bond proceeds and other sources of funds are allocated ratably throughout the project in proportion to the relative amounts of proceeds and other funds spent on that project.

Undivided Portion Allocation Rule. The "undivided portion" allocation method may be applied to "eligible mixed-use projects." An eligible mixed-use project is a project that is (i) financed with bond proceeds and qualified equity pursuant to the same plan of financing and (ii) wholly owned by one or more governmental persons (or 501(c)(3) Organizations, in the case of a project financed with qualified 501(c)(3) bonds). Under the undivided portion allocation method, qualified equity allocated to capital expenditures of the eligible mixed-use project is allocated first to the private business use of the project and then to the governmental or exempt use of the project. Conversely, bond proceeds allocated to capital expenditures of the eligible mixed-use project are allocated first to the governmental or exempt use of the project, and then to the private business use of the project. Thus, if the percentage of the eligible mixed-use project financed with qualified equity is less than the percentage of private business use of the project, all of the qualified equity is allocated to the private business use and bond proceeds are allocated to the balance of the private business use of the project. If proceeds of more than one issue finance the eligible mixed-use project, proceeds of each issue are allocated ratably to the uses to which proceeds are allocated in proportion to the relative amounts of the proceeds of such issues allocated to the project.

For purposes of these allocation rules, "qualified equity" means proceeds of bonds that are not tax-advantaged bonds and funds that are not derived from proceeds of a borrowing that are spent on the same eligible mixed-use project as the proceeds of the applicable bonds. Qualified equity finances a project pursuant to "the same plan of financing" as the applicable bonds if the qualified equity pays for capital expenditures of the project on a date that is no earlier than the date on which such expenditures would be eligible for reimbursement by proceeds of the bonds under the applicable reimbursement regulations and, except for a reasonably retainage, no later than the date on which the private business use measurement period for the bonds begins.

EXHIBIT E

REMEDIAL PROVISIONS APPLICABLE TO BONDS

The Borrower acknowledges that any deliberate action by the Borrower after Bond issuance that results in a satisfaction of the private business tests or the private loan test will result in private activity bond status unless one or more qualifying remedial actions are taken. Specifically, Treasury Regulations provide that actions are not treated as deliberate actions if (i) five conditional requirements are met, and (ii) one of three remedial actions is taken, with respect to the disposition proceeds and nonqualified bonds[8]:

I. Conditional Requirements

A. *Reasonable Expectations* – The Borrower reasonably expected on the issue date that it would not meet the private business tests or the private loan test for the whole term of the bonds; and

B. *Reasonable Bond Maturity* – The term of the issue must not be unreasonably long; this requirement is met if the weighted average maturity of the bond issue is not greater than 120% of the expected economic life of the property financed; and

C. *Fair Market Value Consideration* – The terms of any agreement (relating to satisfaction of a private activity bond test) must be bona fide and at arm's-length, and the new user must pay a fair market value consideration for the use of the bond-financed property; and

D. *Disposition Proceeds Are Gross Proceeds* – The Borrower must treat any disposition proceeds as gross proceeds subject to arbitrage/rebate restrictions; and

E. *Proceeds Spent for Authorized Purpose* – Except as described with respect to redemption and defeasance options below, prior to deliberate actions, the affected proceeds must have been spent for the authorized purposes under the applicable bond documents.

II. Remedial Actions

A. *Redemption of Non-Qualified Bonds* – Under the general rule, all nonqualified bonds of the issue must be redeemed. Tax-exempt bond proceeds (i.e., refunding bond proceeds) cannot be used unless the tax-exempt bonds are qualified bonds, taking into account the purchaser's use of the facility. The bonds must be redeemed within 90 days of the date of the deliberate action or a defeasance escrow for the bonds must be established within such 90-day period. Special rules apply to transfers exclusively for cash and to defeasance escrows.

[8] "Nonqualified bonds" means the portion of the outstanding bonds in an amount that, if the remaining bonds were issued on the date on which the deliberate action occurs, the remaining bonds would not satisfy the private business use test or the private loan financing test, as applicable. The amount of private business use is the highest percentage of business use in any one-year period, commencing with the deliberate action.

B. *Alternative Use of Disposition Proceeds* – If the deliberate action is a disposition of the bond-financed property, the remedial action requirement may be satisfied through an alternative use of the proceeds of the disposition. To meet this requirement, all disposition proceeds must be in cash, the Borrower must reasonably expect to expend the proceeds within two years, the new use must not meet the private business tests or the private loan test (and the Borrower cannot take any action subsequent to the date of the deliberate action to cause the tests to be met), and any unused proceeds must satisfy the redemption requirement in the preceding paragraph. Certain eligible leases may be treated as dispositions of the bond-financed property for purposes of this remedial action.

C. *Alternative Use of Facility* – This remedial action is satisfied if the bond-financed property itself (as distinguished from the proceeds of the issue) is used in an alternative manner (*e.g.*, for a different purpose or by a different person); the nonqualified bonds are treated as reissued on the date of the deliberate action and independently meet all of the requirements for tax exemption under Sections 141 through 150 of the Code, except the arbitrage and rebate rules of Section 148, for the remaining term of the nonqualified bonds; the deliberate action does not involve a transfer of the property to a purchaser that finances the acquisition with the proceeds of another issue of tax-exempt bonds; and any disposition proceeds, other than those arising from an agreement to provide services, resulting from the deliberate action are used to pay debt service on the bonds on the next available payment date or escrowed within 90 days of receipt and yield restricted to pay debt service on the next available payment date.

The above is only a brief summary of remedial actions, and additional special rules may be applicable. As provided in the Borrower's Post-Issuance Tax Compliance Policy & Written Procedures, the Borrower shall seek advice of bond counsel as necessary to provide guidance as to "remedial action" that may be required under the applicable Treasury Regulations.

The Commissioner of the IRS may, by publication, provide for additional remedial actions. In addition, the IRS provides a program in which issuers/borrowers which cannot meet a listed remedial action can enter into a closing agreement with the IRS to avoid private activity bond status. The closing agreement program includes several conditions, including providing for the redemption of the bonds and paying the IRS an amount based on an assumption that the non-qualified bonds are taxable from the date of the subsequent act until they are redeemed.

Syracuse Arts Academy
Procurement Policy

POLICY

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

Procurement Processes

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

Quotes or Bids Not Required

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

Quotes or Bids Required

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

Formal Procurement Process Necessary

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

Professional Services

For small purchases of professional service providers and consultants as defined in R33-5-108, which will typically include purchases of such services up to $100,000 per project, the School will first review the qualifications of at least three companies, firms, providers, and/or individuals and then select one through direct negotiation. Obtaining competitive bids or quotes for the above-described small purchases is not required.

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

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

Construction Projects

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

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

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

Other Requirements

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

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

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

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

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

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

SAA Procurement Policy
REVISION B
Board Approval Date: 4-14-22

Public Education Engagement & Exit Survey
Administrative Procedures

Syracuse Arts Academy (the "School") recognizes the importance of understanding factors that influence public educator satisfaction and the reasons public educators choose to leave the School or public education in general. The School believes that collecting such information may help the School improve their educators' morale, engagement, and job satisfaction, as well as help the School improve its recruitment and retention of educators.

The School shall abide by Utah Code § 53G-11-304 and Utah Administrative Code Rule R277-325 with respect to the administration of the Public Education Engagement Survey and the Public Education Exit Survey.

The purpose of these administrative procedures is to help the School comply with all requirements related to the surveys as set forth in the law.

Definitions

"Educator" for purposes of these administrative procedures means:
(a) a general education classroom teacher;
(b) a preschool teacher;
(c) a special education teacher; or
(d) a school based specialist.

"Public Education Engagement Survey" for purposes of these administrative procedures means the model Public Education Engagement Survey referenced in and available at R277-325-3(2)(a).

"Public Education Exit Survey" for purposes of these administrative procedures means the model Public Education Exit Survey referenced in and available at R277-325-3(2)(b).

Administering Surveys

Public Education Engagement Survey

The School shall request that its educators complete the Public Education Engagement Survey, at a minimum, every other year beginning in the 2019-20 school year. Except as provided below with respect to new educators, the School shall request that its educators complete the Public Education Engagement Survey in the opposite years from those in which it administers the school climate survey described in Rule R277-623 (for example, if the School administers the school climate survey in the 2020-21 school year, the School should request that its educators complete the Public Education Engagement survey in the 2019-20 school year).

With respect to new educators, the School shall request that its new educators complete the Public Education Engagement Survey every year for the first three years the educator is in the profession.

Public Education Exit Survey

The School shall request that an educator leaving the School complete the Public Education Exit Survey at the time of the educator's separation from employment with the School.

Survey Providers

The School shall use a USBE-approved online provider or a provider approved by the LEA to administer the Public Education Engagement Survey and Public Education Exit Survey. If the School administers the Public Education Engagement Survey or the Public Education Exit Survey through a provider other than a USBE-approved online provider, the School shall provide the data from the surveys to the State Superintendent by June 30 annually in a manner prescribed by the State Superintendent.

Survey Questions

The School may add additional questions to the model Public Education Engagement Survey or Public Education Exit Survey when it administers such surveys to its educators, but any additional questions:

(a) must allow each educator to remain anonymous;
(b) must not request the educator's CACTUS ID number; and
(c) may ask each educator to voluntarily identify the educator's school.

Survey Results

Only the School's Lead Director, Campus Principals, Board of Directors, and appropriate personnel specifically authorized by the Lead Director may have access to results of the Public Education Engagement and Exit Surveys.

The Lead Director shall implement whatever protective measures are necessary to prevent the identification of educators who complete the surveys, including but not limited to:

(a) instructing educators to not share personally identifiable information in their survey responses; and
(b) redacting any personally identifiable information that educators inadvertently (or intentionally) include in survey responses before giving access to the survey results to authorized individuals identified in the paragraph above.

Back to TOC

Syracuse Arts Academy
Purchasing & Disbursement Policy

PURPOSE

The purpose of this policy is to enable the administration to make minor purchases that are necessary for the day-to-day operation of Syracuse Arts Academy (the "School"), without approval of the Board of Directors (the "Board").

PURCHASING

The responsibility for approving purchases is delegated to the School's Lead Director and Campus Principals by the Board as set forth below.

- All purchases up to $2,000 must be approved by the Lead Director *or* Campus Principal;
- All purchases between $2,000 and $7,500 must be approved by the Lead Director;
- All purchases between $7,500 and $15,000 must be approved by the Board Financial Coordinator *or* the Board President;
- All purchases between $15,000 and $25,000 must be approved by the Board President *and* the Board Financial Coordinator; and
- All purchases above $25,000 must be approved by a majority vote of the Board.

Employee purchases that require reimbursement are discouraged.

Purchases that require the use of a credit card should follow the process established by this policy and utilize a purchase order when feasible.

DISBURSEMENTS

The responsibility for disbursement is delegated to the School's management company, Lead Director, and Campus Principals as set forth below.

Disbursements will be charged to one of two School accounts: (i) the General Operating Account; or (ii) a Petty Cash Account assigned to a specific campus. The School's management company is responsible for disbursements charged to the General Operating Account, and the School's Campus Principal is responsible for disbursements charged to the Petty Cash Account for their campus.

Disbursements are handled in such a manner as to ensure that the proper funds and accounts are charged; that the disbursement is used only for authorized purposes; and that laws, rules and regulations governing the disbursements and handling of public funds are followed.

General Operating Account

The following controls are established to ensure that all payments charged to the General Operating Account are made on a timely basis and in accordance with all purchase orders and contracts:

- A purchase order shall be completed prior to disbursing funds for a purchase unless the disbursement is made in accordance with the terms of an ongoing contract that has been previously approved by the Board.

- A purchase order shall be authorized by the individual(s) listed above based on the purchase amount.

- Following proper authorization, purchase orders are reviewed by the School's management company.

- The School's management company must be given a valid invoice and properly completed purchase order prior to making payment.

- Disbursements are to be made primarily by check with counter signatures to provide additional control.

Petty Cash Account

In addition to the General Operating Account, the Board may approve a Petty Cash Account for each School campus with corresponding checks and a debit card to be utilized at the discretion of the Campus Principal. The purpose of the Petty Cash Account is to provide a convenient way to pay for small expenses while minimizing exposure of School funds to the risk of misuse or theft.

Blank warrants/checks and/or a debit card for each Petty Cash Account may be kept in locked storage under the control of the Campus Principal or their designated alternate. Disbursements charged to the Petty Cash Account shall be made in accordance with the following provisions to ensure payments are properly authorized and recorded:

- In general, the Petty Cash Account should maintain a balance between $500 and $2,000.

- Access to the Petty Cash debit card is limited to the School's Lead Director, Campus Principal, or their designated alternate;

- Access to blank checks is limited to the School's Lead Director, Campus Principal or their designated alternate. When blank checks are received; the date, quantity, and inclusive serial numbers are recorded and added to the total balance on hand. When a blank check is used, the stub along with a copy of the receipt is to be signed by the Campus Principal and forwarded to the management company. The use of these blank checks should be kept to an absolute minimum;

- The School's Campus Principal or their designated alternate is responsible for: (i) maintaining records and receipts for each transaction charged to this account; and (ii) entering the information into the School's accounting software on a regular basis. Information should be uploaded in a timely manner to allow the School's management company adequate time to provide accurate monthly financial reports to the Board.

- The School's Campus Principal or their designated alternate is responsible for replenishment of the account when petty cash is low. To replenish petty cash, the Campus Principal must request the School's management company to transfer funds.

Recording Transactions

Purchase orders and requisition requests must identify the fund, function, location, program, and object or revenue code to which the purchase is to be booked. Accounting staff will periodically review this information to ensure that expenditures are booked accurately.

Back to TOC

Syracuse Arts Academy
Recess - Winter Clothing Policy

The guidelines for proper winter wear vary from day to day. Please be sure that children come prepared for outside recess daily. With the onset of winter we check with the local weather service frequently on the computer to monitor the current temperature and wind chill. We also walk outside and check before sending children outside if there is a question as to whether children should be inside or out. Our general rule of thumb is that if the temperature is above 20 degrees, and it is not wet, and there are no air quality issues, we're outside.

If there is a damp weather and/or a wind chill issue, then we will more than likely be inside. We try to have the children outside as much as possible for recess to give them ample opportunity for physical activities and to meet national exercise standards for children.

During the winter we may often face poor air quality due to the valley acting as a reservoir for smog and emissions. In order to follow the new guidelines from the Utah Department of Health and the Utah Department of Environmental Quality, we will often keep the kids inside for red, "unhealthy" days.

If a child is ill, a note or phone call from home or a physician requesting to keep the child indoors is required. Otherwise, the child will go out for the recess. Remember that Syracuse weather is variable; children should come prepared for the worst every day!

- ★ On warm winter days, children should wear a jacket, hat.
- ★ On soggy, wet days, children should wear a coat, hat, and possibly boots.
- ★ On definite rain days, children will stay inside.
- ★ On snowy, cold days below 32 degrees, children should wear hat, coat, gloves, (boots, snow pants are optional)
- ★ On very cold days—below 20 degrees including the wind chill, children will stay inside.

SAA Recess-Winter Clothing Policy
Board Approval Date: 4-02-09
Ratified Date: 2-13-14

Back to TOC

Syracuse Arts Academy
Religion & Education Policy

PURPOSE

It is the policy of Syracuse Arts Academy (the "School") to recognize, protect, and accommodate the rights of religious practice and expression guaranteed by state and federal laws and by the constitutions of Utah and the United States.

The purpose of this policy is to help School personnel protect and accommodate individual rights of conscience in the School.

POLICY

The School's Board of Directors expects School personnel to foster mutual understanding and respect for all individuals and beliefs. Study about religion is an important part of a complete education and is necessary to achieving an understanding of history, societies, and cultures throughout the world. School curricula – including activities, discussions, assignments, displays, and performances – may refer to religious thought and expression, provided such references are designed to achieve specific educational objectives.

School personnel should neither promote nor disparage any religious, agnostic or atheistic belief or religion in general. Teaching about religion should be objective, thus avoiding any implication that religious doctrines have the endorsement of school authority. School personnel should recognize that religious holidays are observed in various ways, or not observed at all, based upon the influence of ethnic tradition, family style, or religious conviction.

Secondary students may request to be excused or refrain from participating, in activities, discussions, and assignments that they feel would violate their rights of conscience or religious freedom. Such requests must be made in a timely manner to the appropriate authorities. The parent(s) or legal guardian(s) of a minor student may also make a request for excusal on that student's behalf. If focused on a specific activity, discussion, or assignment, and in accordance with Utah Code, State Board of Education Rules, and School Procedures, such requests will be granted routinely and without penalty.

Procedures for Implementation

1. At least once a year, the Campus Principal will review with teachers and staff this policy and related statutes and regulations. This review will stress the Board's expectation that School personnel will recognize, protect, and accommodate religious freedom and individual rights of conscience in the operation of the School, while fostering mutual understanding and respect for all individuals and beliefs.

2. The Board encourages teachers and employees at the School to discuss, equitably and with civility, and, if possible, resolve with students, parents, and guardians, any concerns regarding curricular content, activities, or student participation.

3. Students, parents, and legal guardians will be notified annually of their rights under the Policy, state law, and state administrative rules. The notice will contain at least the following information:

    a. A copy of the Policy, rules, and related statutes and regulations regarding religion in the curriculum will be available upon request in the school office;

    b. A secondary school student, or parent or legal guardian of any student, may make a complaint to the Campus Principal that a portion of the curriculum, a School activity, or the conduct of a School employee violates state or federal law insofar as it "promotes or disparages a particular religious, denominational, sectarian, agnostic, or atheistic belief or viewpoint." See Utah Code §53A-13-101.1(4);

    c. A secondary school student, or parent or legal guardian of any student, may make a request to the Campus Principal for a waiver of participation in any portion of the curriculum or a School activity, which the student, parent, or legal guardian believes is an infringement of the student's right of conscience or the exercise of religious freedom in any of the following ways:

        i. It requires the affirmation or denial of a religious belief or practice, or right of conscience.

        ii. It requires participation in a practice forbidden by a religious belief or practice, or right of conscience.

        iii. It bars participation in a practice required by a religious belief or practice, or right of conscience.

    d. Pursuant to Utah State Administrative Rules (R277-105-5.B), a claimed infringement must rise to a level of belief that the requested conduct violates a superior duty which is more than personal preference in order to, justifying waiver of participation.

4. The Lead Director will discuss annually with the Board any requests for accommodation, or complaints about religion in the curriculum, made within the last year in order to determine how the School can more effectively recognize, protect, and accommodate religious freedom and individual rights of conscience in the operation of the School. In discussing these matters with the Board, the Lead Director will take care to protect the privacy rights of those who made complaints or requests. Each Campus Principal will submit the written record of each complaint received and any decisions made regarding such complaints to the Board President.

Requests for Waiver of Participation

In general, and within the bounds of law, such requests by secondary students, or parents or legal guardians of any students, to be excused or refrain from participating in activities, discussions, and assignments they feel would violate their rights of conscience or religious freedom will be granted routinely and without penalty.

Any student, parent, or legal guardian who desires a waiver of participation or substitution of another activity as provided in Utah State Board Administrative Rules (R277-105-5) will put that request in writing and direct it to the Campus Principal.

Once a student, parent, or legal guardian has requested a waiver of participation, the student will not be compelled to participate in any curriculum or activity pending resolution of the request, unless the Campus Principal has determined that requiring the participation of that particular student in that particular activity is the least restrictive means necessary to achieve a specifically identified educational objective in furtherance of a compelling governmental interest. (R277-105-5.F)

The Campus Principal, student, the student's parent or legal guardian, and the teacher or employee responsible for the program in question will meet to discuss the request. The Campus Principal will arrive at a decision, swiftly and in a manner consistent with state law, whether to waive participation, alter the curriculum or activity, substitute another activity, or require the student's participation. The Campus Principal will encourage the student and student's parent or guardian to suggest a reasonable alternative. In making a decision, the Campus Principal will give proper consideration to any suggestions made by the student and the student's parent or guardian.

The Campus Principal will keep a written record of every request for a waiver of participation or substitution of activity based on religious freedom or right of conscience and any decisions made regarding each request.

Complaints Alleging Violation of Law

If a complaint is made by a minor student, the Campus Principal will give written notice to the student's parent or legal guardian by letter addressed to the parent or legal guardian's last known address.

The Campus Principal, student, the student's parent or legal guardian, and the teacher or employee responsible for the program in question will meet to discuss the complaint, and the Campus Principal will arrive at a decision, consistent with state and federal law, whether to alter the curriculum or activity, substitute another activity, or deny that the curriculum or activity is in violation of law. The Campus Principal will give a written decision as soon as practical under the circumstances.

The Campus Principal will keep a written record of every complaint and any decisions made regarding each complaint.

The Board President will personally, or by a committee of his or her choosing, evaluate the curriculum or activity in question. If the Board President is concerned that any curriculum or activity may violate state or federal law, he or she may determine whether the educational objectives could be achieved by less restrictive means and may request that the Campus Principal alter or substitute another curriculum or activity.

Appeals Process

A student, parent, or legal guardian who is dissatisfied with a Campus Principal's decision regarding either requests for waiver of participation or complaints about curricula and activities perceived to be in violation of law, may appeal that decision within ten (10) days to the Lead Director.

The Lead Director will review the complaint of the student, parent, or legal guardian and the decision of the Campus Principal and may modify the Campus Principal's decision.

The Lead Director will keep a written record of every appeal and any decisions made regarding each appeal.

The decision of the Lead Director will be final.

SAA Religion & Education Policy
REVISION A
Board Approval Date: 10-08-15

School LAND Trust Council
Membership & Election Procedures

Syracuse Arts Academy (the "School") has established a Charter LAND Trust Council (the "LAND Council") to prepare a plan for the use of School LAND Trust Program money in accordance with state law.

1. **LAND Council Size & Composition**. The LAND Council shall consist of no fewer than five (5) and no more than thirteen (13) members. The LAND Council shall determine the size of its membership by a majority vote. The number of LAND Council members who are parents or grandparents of students enrolled at the School *shall* exceed all other members combined by at least two.

    a. If the School's governing board meets the size and composition requirements above, the governing board will serve as the LAND Council.

2. **Election Procedures**. If the School's governing board does not serve as the LAND Council, membership shall consist of the required number of parents or grandparents of students, the School's director, and may also include other School employees.

    a. The School will notify parents/guardians about the LAND Council and provide information on becoming a member of the School's LAND Council.

    b. If the number of interested individuals exceeds the number of open positions, an election will take place. Families will be notified of the election process at least ten (10) days before voting commences, and each family will be given the opportunity to vote. Voting will be anonymous. The School's director will oversee the elections.

    c. If the number of interested individuals is less than or equal to the number of open positions, an election is not required.

    d. Terms shall be for a period of one (1) year, and members are eligible for re-election.

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Syracuse Arts Academy
Sex Education Instruction Policy

POLICY

The purpose of this policy is to ensure that any sex education instruction or instructional programs taught at Syracuse Arts Academy (the "School") is compliant with state law. The School will comply with applicable state law regarding the review, approval, and presentation of sex education instruction or instructional programs if the School elects to provide sex education instruction or instructional programs, including maturation education, at the School.

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

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

SAA Sex Education Instruction Policy
REVISION A
Board Approval Date: 5-02-19

Sex Education Instruction
Administrative Procedures

These administrative procedures are established pursuant to the Sex Education Instruction Policy adopted by the School's Board of Directors. If the School elects to provide sex education instruction, maturation education, or other similar instructional programs at the School, then the School will follow these administrative procedures.

In accordance with state law, all sex education instruction or instructional programs will comply with the requirements of Utah Code § 53G-10-402 through -403 and Utah Admin Code R277-474. Specifically, the School will

- teach sexual abstinence before marriage and fidelity after marriage as methods for preventing certain communicable diseases;
- teach personal skills that encourage individual choice of abstinence and fidelity; and
- obtain prior parental consent before any sex education instruction, maturation education, or other instructional program.

Each Campus Principal will establish a curriculum materials review committee composed of parents, school employees, and others selected by the Campus Principal. If possible, the committee will also include health professionals and school health educators. Each committee will have at least as many parents as school employees. The School's Board of Directors will review and approve the membership of the committee on or before August 1 each year.

The curriculum materials review committee will meet on a regular basis, as determined by the members of the committee, select officers for the committee and designate a committee chair, and comply with the Open and Public Meetings Act. The committee will review and make recommendations to the School's Board of Directors regarding instructional materials to be used by the School in connection with sex education instruction or a maturation education program. Program materials and guest speakers supporting instruction on these topics must also be reviewed and approved by the curriculum materials review committee.

Instructional materials used by the School in connection with sex education instruction or a maturation education program must be approved by the School's Board of Directors. These materials will comply with the requirements of applicable law and will be available for parents to review for a reasonable period of time prior to consideration for adoption by the Board of Directors.

The following topics may not be taught in the School:

- The intricacies of intercourse, sexual stimulation or erotic behavior;

- The advocacy or encouragement of the use of contraceptive methods or devices (however, instruction that includes information about contraceptive methods or devices that stress effectiveness, limitations, risks, and information on state law applicable to minors obtaining contraceptive methods or devices is allowed); or
- The advocacy of premarital or extramarital sexual activity.

The School will comply with the Utah Family Educational Rights and Privacy Act, Utah Code § 53E-9-202 through -203 and obtain parental consent prior to any sex education instruction or instructional program. At no time will a student be in the classroom during any sex education instruction, maturation education, or other instructional program unless an approval form signed by the student's parent/guardian is on file. The parental notification form will:

a) explain a parent's right to review proposed curriculum materials in a timely manner;

b) request the parent's permission to instruct the parent's student in identified course material related to sex education or maturation education;

c) allow the parent to exempt the parent's student from attendance for a class period where identified course material related to sex education instruction or maturation education is presented and discussed;

d) be specific enough to give parents fair notice of topics to be covered;

e) include a brief explanation of the topics and materials to be presented and provide a time, place and contact person for review of the identified curricular materials;

f) be retained on file with affirmative parental consent for each student prior to the student's participation in discussion of issues protected under Section 53G-10-402; and

g) be maintained at the School for a reasonable period of time.

Instructors may not intentionally elicit comments or questions about matters subject to parental consent requirements. Additionally, instructors' responses to questions spontaneously raised by students must be brief, factual, objective and in harmony with content requirements of this policy and state law. Responses must also be age appropriate and limited in scope to that reasonably necessary under the circumstances.

The School will ensure that all educators with any responsibility for any aspect of sex education instruction will receive appropriate professional development outlining the sex education curriculum and the criteria for sex education instruction. The School will ensure that educators receive this professional development at least once every three years. Additionally, the School will ensure that such educators are familiar with requirements of the Utah Family Educational Rights and Privacy Act.

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Syracuse Arts Academy
Sexual Abuse & Molestation Prevention Policy

Syracuse Arts Academy (the "School") takes seriously the responsibility of its personnel to protect the physical and psychological well-being of its students. We believe that the School's personnel have an important role to play in the elimination of child abuse because they are in a unique position to observe children over extended periods of time on a daily basis.

Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the actor who is in a position of responsibility with respect to the student. Sexual abuse includes sexual assault, exploitation, molestation or injury.

Reporting by School Personnel

Utah law requires that whenever any person, including any school employee, contracted or temporary employee, or volunteer who has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, or observes a child being subjected to conditions or circumstances which would reasonably result in sexual abuse, physical abuse, or neglect, he/she shall immediately notify the nearest peace officer, law enforcement agency, or the Division of Child Family Service. School employees must also report such information to the Principal. The law provides serious penalties for failure to fulfill one's duty to report. School personnel and volunteers must comply with these provisions of Utah law and the School's Child Abuse and Neglect Reporting Policy.

Reporting by Students and Parents

Reports of sexual abuse should typically be made to the Principal, who is the designated individual to receive and investigate complaints of these matters. However, students and parents may make reports to any School employee, and that employee is responsible for conveying the report the Administration or, if the report involves the Administration, to the Board of Directors. Reports may be made verbally, but all reports will be documented in writing.

Investigation & Follow Up

The School takes allegations of sexual abuse involving School personnel seriously. Once an allegation is reported, the School will promptly, thoroughly, and impartially begin an investigation to determine whether there is a reasonable basis to believe that sexual abuse has been committed. When it is appropriate considering the nature of the allegations, an internal team may conduct the investigation. However, when the report involves potentially criminal conduct, the School will refer the reports to law enforcement and cooperate fully with any investigation conducted by law enforcement or regulatory agencies.

The School reserves the right to place the subject of the investigation on an involuntary leave of absence, reassign that person to responsibilities that do not involve personal contact with individuals or students, or terminate employment.

To the fullest extent possible, but consistent with the legal obligation to report suspected abuse to appropriate authorities, the School will endeavor to keep the identities of the alleged victims and investigation subject confidential.

If the investigation substantiates the allegation, appropriate disciplinary actions will be taken, including but not limited to the termination of the actor's relationship with the School

Signs of Abuse

There are a number of red flags that suggest someone is being sexually abused. They take the form of physical or behavioral evidence.

Physical evidence of sexual abuse includes, but is not limited to:

- Sexually transmitted diseases;
- Difficulty walking or ambulating normally;
- Stained, bloody or torn undergarments;
- Genital pain or itching; and
- Physical injuries involving the external genitalia.

Behavioral signals suggestive of sexual abuse include, but are not limited to:

- Fear or reluctance about being left in the care of a particular person;
- Recoiling from being touched;
- Bundling oneself in excessive clothing, especially night clothes;
- Discomfort or apprehension when sex is referred to or discussed; and
- Nightmares or fear of night and/or darkness.

Additionally, adult perpetrators of abuse often display warning signs, including:

- Overly affectionate behavior such as prolonged hugging and touching;
- Engaging in nonprofessional behavior such as telling sexual jokes and sexual teasing;
- Seeking to extend their contact with certain students beyond the day.

Retaliation Prohibited

We prohibit any retaliation against anyone, including an employee, volunteer, board member, student or individual, who in good faith reports sexual abuse, alleges that it is being committed or participates in the investigation. Intentionally false or malicious accusations of sexual abuse are prohibited.

Screening Prospective Employees

The School's administration must take reasonable effort when screening prospective School employees. In addition to conductive required criminal background checks, each applicant and

former employer(s) of applicants should be asked, before an offer of employment is extended, whether the applicant has ever been investigated or accused of sexual misconduct.

Training

The administration will provide School personnel every other year with training and instruction on child sexual abuse and human trafficking prevention and awareness, including (a) responding to a disclosure of child sexual abuse in a supportive, appropriate, manner; (b) identifying children who are victims or may be at risk of becoming victims of human trafficking or commercial sexual exploitation; and (c) the mandatory reporting requirements in the Schools Child Abuse and Neglect Reporting Policy and Utah Code Sections 53E-6-701 and 62A-4a-403.

The administration will provide the parents or guardians of elementary school students with training and instruction every other year on child sexual abuse and human trafficking prevention and awareness, including (a) recognizing warning signs of a child who is being sexually abused or who is a victim or may be at risk of becoming a victim of human trafficking or commercial sexual exploitation and (b) effective, age-appropriate methods for discussing the topic of child sexual exploitation.

Administration will communicate this policy to personnel, volunteers, and students annually. Documentation of the communication of this policy will be maintained.

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Syracuse Arts Academy
Social Networking Policy

PURPOSE

The Syracuse Arts Academy (the "School") recognizes both the educational value and dangers of social networking sites. To protect School personnel, students, parents, and School resources, the School requires all educators who access social networking sites to abide by the provisions of this policy.

Definitions

For purposes of this policy, "web page" means a social networking site, personal web site, blog or other Internet location that can be edited by an individual with the correct username and password.

Instructional Use

Web pages may only be accessed at School or using School resources for instructional purposes directly related to the educator's curriculum.

Prior to creating or using a web page for instructional purposes, an educator must obtain written consent from the School principal. The consent must include the purpose of the access, the names of students permitted to access the site, and the anticipated duration of the instructional activity. The Principal may withdraw consent at any time.

An instructional use web page shall comply with all School policies, including the student Code of Conduct. Profane, obscene, defamatory or otherwise inappropriate comments are not permitted.

Educator web page postings may not violate any state or federal laws. Accordingly, educators must comply with the federal Family Educational Rights and Privacy Act and may not post student photos or personally identifiable information without prior written parental consent.

Educators are responsible for ensuring that student posts that violate laws or School policies are removed immediately and that students are referred to the Principal for appropriate disciplinary action. Educators are responsible for all content on the educator's web page, including posts by students.

Access to instructional web pages must be limited to those students whose parent or legal guardian has given written permission for the student to participate on and use the web page. School administrators must be granted access to the web page and shall monitor the site for compliance with this policy.

Educators must include a disclaimer on their web page noting that the content, views, or opinions expressed on the web page do not represent the School and that the educator is solely responsible for any opinions, views, or content on the web page.

Personal Use

School employees who maintain a personal web page shall not allow students to access their personal web page.

School employees shall not solicit students as friends on their personal web pages or invite or encourage students to read or access their web pages.

School employees may not access personal web pages using school resources or during work time.

School employees may face disciplinary action for posts on their personal web pages that violate School policies or state rules regarding professional conduct and create a disruption in the school or interfere with the employee's ability to serve effectively at the School.

School employees may not use School logos, mascots, symbols, or trademarks on their personal web pages.

School employees, who use School resources to create, maintain, or post to personal web pages or the pages of others have no expectation of privacy, and their activities may be subject to review by administrators.

School employees who violate this policy will be subject to discipline.

SAA Social Networking Policy
Board Approval Date: 9-16-10
Ratified Date: 1-09-14

Back to TOC

Syracuse Arts Academy
Staff Code of Conduct Policy

PURPOSE

The Board of Directors of Syracuse Arts Academy (the "School") is committed to establishing and maintaining appropriate standards of conduct between staff members and students. These standards of conduct are also known as professional boundaries. Staff members shall maintain professional and appropriate demeanor and relationships with students, both during and outside of school hours, as well as both on and off campus, that foster an effective, non-disruptive and safe learning environment.

1. DEFINITIONS

a) "Boundary violation" means crossing verbal, physical, emotional, or social lines that staff must maintain in order to ensure structure, security, and predictability in an educational environment.

i) A "boundary violation" may include the following, depending on the circumstances:
(1) isolated, one-on-one interactions with a student out of the line of sight of others;
(2) meeting with a student in rooms with covered or blocked windows;
(3) telling risqué jokes to, or in the presence of a student;
(4) employing favoritism to a student;
(5) giving gifts to individual students;
(6) staff member initiated frontal hugging or other uninvited touching;
(7) photographing an individual student for a non-educational purpose or use;
(8) engaging in inappropriate or unprofessional contact outside of educational program activities;
(9) exchanging personal email or phone numbers with a student for a non-educational purpose or use;
(10) interacting privately with a student through social media, computer, or handheld devices; and
(11) discussing an employee's personal life or personal issues with a student.

ii) "Boundary violation" does not include:
(1) offering praise, encouragement, or acknowledgment;
(2) offering rewards available to all who achieve;
(3) asking permission to touch for necessary purposes;
(4) giving a pat on the back or a shoulder;
(5) giving a side hug;
(6) giving a handshake or high five;
(7) offering warmth and kindness;
(8) utilizing public social media alerts to groups of students and parents; or
(9) contact permitted by an IEP or 504 plan.

b) "Grooming" means befriending and establishing an emotional connection with a child or a child's family to lower the child's inhibitions for emotional, physical, or sexual abuse.

c) "Sexual conduct" includes any sexual contact or communication between a staff member and a student including but not limited to:

i) "Sexual abuse" means the criminal conduct described in Utah Code Ann. §76-5-404.1(2) and includes, regardless of the gender of any participant:
(1) touching the anus, buttocks, pubic area, or genitalia of a student;
(2) touching the breast of a female student; or
(3) otherwise taking indecent liberties with a student;
(4) with the intent to:
(a) cause substantial emotional or bodily pain; or
(b) arouse or gratify the sexual desire of any individual.

ii) "Sexual battery" means the criminal conduct described in Utah Code Ann. §76-9-702.1 and includes intentionally touching, whether or not through clothing, the anus, buttocks, or any part of the genitals of a student, or the breast of a female student, and the actor's conduct is under circumstances the actor knows or should know will likely cause affront or alarm to the student touched; or

iii) A staff member and student sharing any sexually explicit or lewd communication, image, or photograph.

d) "Staff member" means an employee, contractor, or volunteer with unsupervised access to students.

e) "Student" means a child under the age of 18 or over the age of 18 if still enrolled in a public secondary school.

2. POLICY

Staff members shall act in a way that acknowledges and reflects their inherent positions of authority and influence over students.

a) Staff members shall recognize and maintain appropriate personal boundaries in teaching, supervising and interacting with students and shall avoid boundary violations including behavior that could reasonably be considered grooming or lead to even an appearance of impropriety.

b) A staff member may not subject a student to any form of abuse including but not limited to:
i) physical abuse;
ii) verbal abuse;
iii) sexual abuse; or

iv) mental abuse.

c) A staff member shall not touch a student in a way that makes a reasonably objective student feel uncomfortable.

d) A staff member shall not engage in any sexual conduct toward or sexual relations with a student including but not limited to:
   i) viewing with a student, or allowing a student to view, pornography or any other sexually explicit or inappropriate images or content, whether video, audio, print, text, or other format;
   ii) sexual battery; or
   iii) sexual assault.

e) Staff member communications with students, whether verbal or electronic, shall be professional and avoid boundary violations.

f) A staff member shall not provide gifts, special favors, or preferential treatment to a student or group of students.

g) A staff member shall not discriminate against a student on the basis of sex, religion, national origin, gender identity, sexual orientation, or any other prohibited class.

h) Staff member use of electronic devices and social media to communicate with students must comply with School policy, be professional, pertain to school activities or classes, and comply with the Family Educational Rights and Privacy Act.

i) A staff member may not use or be under the influence of alcohol or illegal substances during work hours on school property or at school sponsored events while acting as a staff member. Additionally, a staff member may not use any form of tobacco or electronic cigarettes on school property or at school sponsored activities in an employment capacity.

j) A staff member shall cooperate in any investigation concerning allegations of actions, conduct, or communications that, if proven, would violate this policy.

k) The School recognizes that familial relationships between a staff member and a student may provide for exceptions to certain provisions of this policy.

l) Conduct prohibited by this policy is considered a violation of this policy regardless of whether the student may have consented.

3. REPORTING

a) A staff member who has reason to believe there has been a violation of this policy shall immediately report such conduct to an appropriate supervisor or school administrator. If a staff member has reason to believe that the Lead Director has violated this policy, the staff member shall immediately report the conduct to the president of the Board of Directors.

b) In addition to the obligation to report suspected child abuse or neglect to law enforcement or the Division of Child and Family Services under Utah Code Ann. §62A-4a-403 and the School's Child Abuse and Neglect Reporting Policy:

   i) a staff member who has reasonable cause to believe that a student may have been physically or sexually abused by a school staff member shall immediately report the belief and all other relevant information to the Lead Director; and

   ii) if the staff member suspected to have abused a student holds a professional educator license issued by the Utah State Board of Education, the Lead Director shall immediately report that information to the Utah Professional Practices Advisory Commission;

   iii) a person who makes a report under this subsection in good faith shall be immune from civil or criminal liability that might otherwise arise by reason of that report.

c) A staff member who has knowledge of suspected incidents of bullying shall immediately notify the School's administrator in compliance with the School's Bullying and Hazing Policy.

d) Failing to report suspected misconduct as required herein is a violation of this policy, the Utah Educator Standards, and in some instances, state law, and may result in disciplinary action.

4. TRAINING

a) Within 10 days of beginning employment with the School a staff member shall receive training regarding this policy and shall acknowledge in writing having received training and understanding the policy.

b) The School will annually provide training to staff regarding this policy.

c) Staff members will annually sign a statement acknowledging that the staff member has received training and has read and understands this policy.

d) Staff members employed by the School at the time of initial adoption of this policy shall receive training regarding this policy prior to the first day of the 2019-2020 school year on which students will be in attendance and shall acknowledge in writing having received training and understanding the policy.

5. VIOLATIONS

A staff member found in violation of this policy will be subject to disciplinary action.

Back to TOC

CODE OF CONDUCT
STAFF MEMBER ACKNOWLEDGEMENT

Name: _____ **Position:** _____

Date of Training: _____ **Trained by:** _____

I received training about the requirements of the Syracuse Arts Academy Code of Conduct Policy. I have read and I understand the requirements of the policy and understand that I am responsible to recognize and maintain appropriate personal boundaries while interacting with students. I also understand that if I have reason to believe a staff member is violating the Code of Conduct, I will report my suspicions to the School's Lead Director.

_____
Signature of Staff Member

_____
Date

SAA Staff Code of Conduct Policy
REVSION A
Board Approval Date: 8-01-19

Syracuse Arts Academy
Staff Grievance Policy

The purpose of this policy is to ensure staff members understand how to pursue a grievance at Syracuse Arts Academy (SAA). The following policy applies to the redress of grievances concerning the personnel of Syracuse Arts Academy.

If you have a concern with teacher or any staff member of SAA, the following steps shall be followed:

1. Items involving teachers, staff members or administration must first be addressed with the individual(s) directly involved.

2. If you feel the issue is not adequately addressed or resolved at this level, you may address your concern with the Campus Principal who is the direct supervisor of the SAA employee involved.

    a. That Campus Principal is considered a neutral mediator and is responsible to meet with all involved parties including the teacher or staff member involved.

    b. After meeting with all parties, the Campus Principal may facilitate a group meeting with all involved parties where a decision will be made. If necessary, the Campus Principal may consult with the Lead Director where a decision may be made

3. If the issue remains unresolved, or the specific issue concerns the school administration, a *written complaint must be filed with the Lead Director. If the specific issue concerns the Lead Director, a *written complaint must be filed with the Board of Directors by sending an email to all members of the Board of Directors through board@SAACharter.org.

    a. Once an issue or complaint is sent to the Board, the Board President may assign another member of the Board to take charge and mediate the issue.

    b. That board member is considered a neutral mediator and is responsible to meet with all involved parties including the teacher, staff member, or administrator(s) involved.

    c. After meeting with all parties, the board member may facilitate a group meeting with all involved parties, where a decision will be made. If necessary, the board member may consult with other members of the Board and where necessary a decision will be suspended until the entire Board can meet to make a decision.

d. All issues that have come up during the time since the last Board meeting will be reviewed by the assigned board member for the benefit of the entire Board of Directors.

4. Written summaries, prepared by the assigned mediator (board member, Lead Director or Campus Principal) as well as all supporting communications or documentation will be retained by the Board as record of grievance activities and audit purposes. These summaries will include the initial complaint, the name of the person initiating the complaint, the SAA employee or board member involved, the name of the mediator, record of all meetings held as well as the resolution or action taken. All records will be retained for three (3) years.

SAA, its Board of Directors, administrators and staff have adopted a no tolerance bullying policy for the students of the school. In a similar fashion, retribution of any kind towards anyone utilizing this process to express their concerns, will be considered bullying and will not be tolerated. Any employee of SAA determined to be acting thusly may be subject to immediate disciplinary action.

SAA Staff Grievance Policy
REVISION B
Board Approval Date: 10-08-15

Student Conduct & Discipline
Administrative Plan

The School's goal is to create a safe, civil and productive learning environment. All School staff will work together to establish positive school and classroom cultures where teaching and learning are emphasized.

The School intends for its student conduct practices to:

- Build an effective, positive school environment
- Enhance school climate and safety
- Prevent problem behaviors
- Teach and reinforce appropriate behaviors
- Increase instructional time and academic performance
- Create meaningful and durable behavior and lifestyle outcomes for students

Three Step Process

The School employs the following process when dealing with student behavior issues:

- Step 1 – Identify the Problem
    - ABCs of Behavior:
        - **A**ntecedents
            - Identify the event or stimulus (trigger) that occurs before the behavior.
                - These increase the likelihood that problem behavior will occur.
                - Identification helps inform prevention strategies.
        - **B**ehavior
            - Identify the observable, measurable action.
                - Identification of antecedents helps determine new skills to teach as replacement behavior.
        - **C**onsequences
            - Identify the event or response that immediately follows the behavior.
            - Both current consequences and alternative consequences.
                - Identify which consequences reinforce the behavior.
                - Determine the function of the behavior.
                - Identification helps inform alternative, appropriate reinforcers of new skills and desired behavior.
    - Understand:
        - What problem behaviors are occurring most often?
        - When and where are the problem behaviors occurring?
        - Who is involved?

- Step 2 – Analysis: Why are problem behaviors occurring?
    - Function of Behavior – Develop a hypothesis for why the behavior is occurring.
        - Get/Obtain or Escape/Avoid
            - Attention – peer or adult
            - Tangible – object, task, activity
            - Sensory stimulation
        - Hypothesis: When (antecedent) occurs, student engages in (behavior). As a result, student is able to (function).
- Step 3 – Develop a Plan: Match interventions to function
    - Prevention: Alter the environment (systems changes)
    - Teach: New skills (replacement behaviors)
    - Reward: Demonstration of appropriate behaviors (new skills)
- Step 4 – Evaluation: Response to Intervention

Principles of Behavior

Behavior is defined as follows:

- Anything an individual says or does
    - Behavior is observable.
- Occurs as a response to one's environment
    - There are antecedents to behavior.
- Serves a function or purpose
    - There is a "why" that contributes to the behavior.
- Results in a desired outcome
    - There are consequences or reinforcers that contribute to the behavior.
- Predictable
- Learned
    - It is possible to teach replacement behaviors.
- Can be changed
    - It is possible to change behavior and produce different outcomes.

The School's approach to student behavior is informed by the following principles:

- Behavior is learned, it can be changed, and new behavior can be taught.
- Consequences strengthen or weaken behavior.
- Behavior is strengthened, weakened, and/or maintained through modeling.
- Behavior tends to be repeated due to the consequences (outcomes) that follow the behavior.
- Behavior is weakened by withholding consequences that maintain it.

Role of Adult Behavior

The School recognizes that:

- Changes in student behavior require effective environments.
- Creating effective environments first requires changing the behavior of the adults in the environment.
- Changing adult behavior requires effective support systems.

Student Behavior Expectations

Students are expected to contribute to a safe learning environment by behaving respectfully and safely and reporting harmful or dangerous situations to an adult. Students should:

- Know and follow all school rules and instructions given by school staff.
- Show respect and courtesy to all students, staff and school visitors. This includes respecting property of others.

Guidelines for Success

The School recognizes that setting and communicating School-wide expectations is an important step in establishing an effective behavior system. The guidelines for success communicate what it takes to be successful in the School. Accordingly, all students, staff and school visitors are expected to demonstrate the following:

- Be Respectful
  - Treat others the way you wish to be treated
  - Take care of private and public property
  - Solve problems peacefully
  - Respect the right of others to be different from you
  - Respect the right of other to think differently than you
- Be Responsible
  - Take ownership for your actions
  - Be on time and ready to learn
  - Follow classroom and school rules Do/Produce your own work
  - Be a learner
- Be Safe
  - Behave in ways that make the school a positive place Report bullying, harassment or unsafe incidents
  - Refuse to spread rumors or gossip
  - Find trusted adults who can mentor and support you

The School's Guidelines for Success are aligned with specific behavioral expectations in each area of the School as follows:

	Respectful	Responsible	Safe
Classrooms			
Hallways			
Restrooms			
Cafeteria			
Playground			

These expectations are most likely to be met when the specific behaviors expected from students are clearly defined, taught to all, shaped over time, and responded to in ways that encourage students to learn and grow. The School recognizes that this requires proactive systems, practices and policies that support the development of positive behavior in every student.

When these expectations are not met, prompt and appropriate interventions will be implemented to first restore order and safety in the classroom or school environment with the ultimate goal of assisting students to make appropriate behavioral choices.

School and Classroom Management

School personnel will provide continuous, positive, and active supervision and monitoring of student behavior.

Understanding student misconduct as an opportunity for learning is fundamental to the School's positive and progressive approach to discipline. The School utilizes progressive responses to misconduct in the form of incremental intervention strategies and discipline to address inappropriate behavior with the ultimate goal of teaching positive behavior. In the context of this Plan, intervention strategies are actions that provide opportunities for instruction, assessment and restoration. Discipline responses are actions that are typically viewed as consequences or punishment. With this approach, students have the space to make mistakes, learn from them and receive support to make changes in their behavior.

Every reasonable effort should be made to correct student misbehavior using intervention strategies and the least severe discipline responses possible, reserving more significant discipline, such as suspension and expulsion, for the most serious situations that warrant removal from the school environment. When staff and administration use discipline to respond to student misbehavior, it is expected that the discipline response will be paired with one or more intervention strategies to provide a balanced approach to supporting behavior change in students.

All intervention strategies and discipline should be selected and implemented to help students learn from their mistakes and be supported to:

- Understand why the behavior is unacceptable and the harm it has caused
- Understand what they could have done differently in the same situation
- Take responsibility for their actions
- Learn pro-social strategies and skills to use in the future
- Understand the progression of more stringent consequences if the behavior reoccurs

Because inappropriate behavior may be symptomatic of underlying problems that students are experiencing, it is critical that all staff be sensitive to issues that may influence student behavior and respond in a progressive manner that is most supportive of student needs.

<u>Classroom Rules and Consequences</u>

Each teacher should establish classroom rules consistent with the following guidelines:

- Phrased in the form of a positive statement.
    - Positive rules explain what students should be doing. Negatively stated rules simply tell students what to avoid and challenge students to find inappropriate behaviors that fall outside the scope of the rule.
- Stated clearly

  - Students should be able to understand the behavioral expectation without the need for extensive explanation.
- Few in number (typically 3-5)
  - Each rule appears more important when there are fewer of them. Fewer rules are easier for students to remember and for teachers to enforce. Having just a few rules avoid the sense that the teacher is trying to control a student's every movement.

An important aspect of the structure that makes rules work is providing clear consequences for a student's actions up front. Helping students realize the cause and effect relationship of their behavior, and that they have the power to choose the resulting effect is an important way that School staff can help students develop self-discipline.

Effective consequences display the following characteristics:

- Gradual, progressing from less severe to more severe as misbehavior is repeated.
  - This sends the message that students have the potential to behave and simply need to understand and choose to follow the expectation. When they repeat the misbehavior, they choose the more severe consequences.
- Natural and/or logical.
  - Natural consequences follow from the event or situation, as students are allowed to experience the outcome of their poor behavior, highlighting the rationale of the rule. Logical consequences are structured learning opportunities arranged to teach appropriate behavior.
- Maintain the dignity of the student.
  - Consequences should be consistent from student to student, and delivery of consequences should always address the particular behavior in question, not the student and his or her behavioral history.

Effective Classroom Management

Foundational to supporting positive behavior in all students is the use of effective classroom management strategies. The goal of proactive and positive classroom management is to develop students who are responsible, motivated, and highly engaged in meaningful tasks. In many cases, effective classroom management practices will reduce the occurrence of behaviors that require intervention strategies and disciplinary responses.

Examples of effective classroom management strategies include but are not limited to developing and maintaining positive relationships with students, verbal redirection or correction, changing student seating, re-teaching behavior expectations, speaking privately with students about misbehavior, using nonjudgmental language, reinforcing positive student behavior and listening to students' perspectives about situations that result in misbehavior. When typical classroom management strategies are insufficient to address student misbehavior, intervention strategies are essential to supporting students to make meaningful, sustainable changes in their behavior. Given certain circumstances, some misbehaviors warrant the use of disciplinary responses in addition to intervention strategies.

STOIC System for Classroom Management

- **S**tructure – Organize the classroom for success
  - Teachers will create and use an effective daily schedule.
  - Physical space will be arranged effectively.
  - Teachers will use appropriate attention signals.
  - Teachers will establish 3-5 positively stated classroom rules that describe specific and observable behaviors that students are expected to exhibit at all times.
- **T**each Expectations – Teach students how to behave responsibly in the classroom
  - Teachers will use the CHAMPs tool to establish clear expectations for classroom activities
    - **C**onversation – Can students talk to each other during this activity/transition?
    - **H**elp – How can students get the teacher's attention and/or get questions answered during the activity?
    - **A**ctivity – What is the objective of the activity, and what is the expected end product?
    - **M**ovement – Can students move about during the activity?
    - **P**articipation – What does appropriate student behavior look like during this activity, and how should students show they are fully participating?
- **O**bserve – Supervise and monitor student behavior
  - Circulate and scan the classroom
  - Model friendly, respectful behavior while monitoring
  - Track classroom behavior problems to gather data
- **I**nteract positively with students
  - Interact with all students in a welcoming manner
  - Display enthusiasm
  - Offer non-contingent attention
  - Strive for a 4 to 1 ratio of positive to negative interactions
  - Provide positive feedback that is:
    - Accurate
    - Specific and descriptive
    - Contingent
    - Age appropriate
    - Fits personal style
- **C**orrect inappropriate behavior fluently so as to not disrupt the flow of instruction
  - Key concepts for correcting misbehavior:
    - Preplan corrective responses
    - Evaluate whether the targeted behavior decreases
    - Make sure correction efforts address the cause
    - Corrective consequences alone are not likely to eliminate the targeted behavior
  - Attributes:
    - Calmly
    - Consistently
    - Immediately
    - Briefly

- Respectfully

Intervention Strategies

Intervention strategies are actions that provide opportunities for instruction, assessment and restoration. Examples of intervention strategies to be used in the School include but are not limited to:

- Behavior Contracts
  - Behavior Contracts create agreements between the student and staff about behavior expectations and how the student will be supported to meet the expectations. Monitoring of the contract can include student self-charting of behavior, staff feedback about progress after each class period, etc. and include reinforcers for success and consequences for continuing problems.
- Functional Behavior Assessment/Behavior Intervention Plans
  - Behavior Intervention Plans are developed based on an assessment of the function of the student's behavior. The assessment results are used to develop a plan for consistent instruction and intervention to support behavior change.
- Tier 2 Social Emotional Learning (SEL) Groups
  - SEL Groups provide direct instruction for students on areas of needed growth. Examples include anger management, social skills, conflict resolution and self-advocacy.
- Check-in Check-Out (CICO)
  - Students check in with designated CICO facilitators before the beginning and at the end of each school day to receive positive contact, pre-corrects, reminders of school-wide expectations, etc. At the end of each class period, teachers provide behavioral feedback on a Daily Progress Report Card.
- Conflict Resolution
  - Students are supported and empowered to take responsibility for peacefully resolving conflicts. Students are taught skills including anger management, active listening and effective communication.
- Restorative Justice Practices
  - Interventions are designed to identify and address the harm caused by an incident and to develop a plan to heal and correct the situation. Restorative practices include engaging with a student in a restorative dialogue, supporting students to make an apology and repair harm, facilitating a restorative circle, etc.

Disciplinary Responses

Disciplinary responses are actions that are typically viewed as consequences or punishment. Examples of disciplinary responses that may be used in the School include but are not limited to:

- Loss of classroom privileges
  - Students lose opportunities in the classroom such as participating in free time activities, etc.
- Detention
  - Students are assigned to an alternate location during recess, lunch or after school.
- In-school suspension

    - Students are removed from the classroom environment and assigned to work in a designated space within the School for up to one day.
- Out of school suspension
    - Students are removed from the School environment for a designated number of days based on the severity of the infraction and other mitigating and escalating factors. Out of school suspensions will be followed by a restorative re-engagement conference to involve the student, parent and appropriate School staff.
- Expulsion
    - Students are removed from the School environment following the process established in the Student Conduct and Discipline Policy.

Behavior Response Chart

The Behavior Response Chart below is provided to guide staff and administrator decisions about how to respond to student misbehavior. It is critical that the following factors be considered prior to determining the appropriate intervention strategy or disciplinary response:

- The student's age, maturity and understanding of the impact of their behavior
- The student's willingness to repair the harm cause by the behavior
- The student's disciplinary record including the nature of prior misconduct, the number of prior instances of misconduct, the interventions and consequences applied, etc.)
- The nature, severity and scope of the behavior
- The circumstances and context in which the misconduct occurred
- The student's IEP, BIP or 504 Plan, if applicable

The School uses four (4) levels of possible response to inappropriate and disruptive behavior (response levels). Each behavior is assigned to one or more response level. School staff are expected to use only the response levels identified for each behavior. If the inappropriate or disruptive behavior is assigned to two (2) or more response levels, the lowest level should be used first. For example, if a student engages in cheating, School staff should first use intervention strategies and responses in Response Level 1 before moving to Response Level 2.

Progressive responses are confined to the current school year. At the beginning of each new year, every student begins with a clean slate and responses to inappropriate and disruptive behavior should be the lowest, assigned response level for a first occurrence of the behavior within the school year.

Escalating Factors

During the course of a school year, a student's first violation of a given behavior violation will usually merit a response of a lesser degree than subsequent violations, taking into account all factors related to the severity of the current violation. However, in instances where student conduct significantly impacts the property, health and/or safety of others or causes significant disruption to the learning environment, a more severe form of response may be warranted even if it is a first offense.

There are 3 factors that are considered to escalate the disciplinary response from the response level at which it would typically be addressed to a higher response level. These factors are:

1. *Conduct that Causes a Serious Physical Injury* – Serious physical injury is a bodily harm that results in one or more of the following:

a. substantial risk of death;
b. permanent deformity or defect;
c. coma;
d. permanent or extended condition that causes extreme pain;
e. permanent or protracted loss or impairment of the function of any body part; or f. results in admission to a hospital.

Serious physical injury includes, but is not limited to, fractured or broken bones (including the nose), concussions and cuts and/or wounds requiring stitches. Serious physical injury does not include black eyes, welts, abrasions or bruises.
In all cases where a student's conduct results in the serious physical injury of another person, regardless of level of conduct, the conduct will be handled at Response Level 4.

2. *Conduct that Results in a Loss of Instructional Time* – A student whose conduct results in a significant loss of instructional time for one or more students will be subject to the disciplinary consequences under the next, higher response level (i.e. a Response Level 2 behavior will be subject to Response Level 3 consequences).
A significant loss of instructional time results when the combined amount of loss instructional time for all affected students equals 110 or more hours.

3. *Conduct that Results in Significant Property Damage or Loss* – A student whose conduct results in significant property damage or loss will be subject to the disciplinary consequences under the next higher response level (i.e. a Response Level 2 behavior will be subject to Response Level 3 consequences). Significant property damage or loss results when the damaged or lost property has a value of more than $1,000.00. The value of the damaged property is determined by the lesser of the repair or replacement cost.

4. *Repeated Acts of Misconduct* – If, during the course of the school year, a student engages in five or more distinct acts of misconduct at a single response level (i.e. the separate Response Level 1 behaviors), the fifth incident of misconduct will be subject to the disciplinary consequences under the next, higher response level (i.e. Response Level 2 consequences). However, multiple Response Level 3 violations will not result in Response Level 4 consequences.

Suspension (Response Level 3 and Response Level 4)

Response Level 3 conduct will typically result in a student being suspended from school for 1 to 3 days unless prohibited by the IDEA and/or state law. Response Level 4 conduct typically requires the student be suspended from school unless prohibited by the IDEA and/or state law. Suspension and expulsion will take place as provided in the School's Student Discipline and Conduct Policy.

Expulsion (Response Level 4 Conduct)

Response Level 4 conduct typically results in a student being recommended for expulsion from school. Expulsion will take place as provided in the School's Student Discipline and Conduct Policy.

Adequate Adult Supervision

In order to help ensure that behavior expectations are consistently monitored and enforced, the School will ensure that adequate adult supervision is maintained in classrooms, on the playground, in the cafeteria, other areas of the School building, during field trips, and during other school-sponsored activities.

Effective Instructional Practices for Teaching Student Expectations

The School will implement a curriculum using a variety of teaching strategies to establish expectations and instruct students regarding self-discipline, citizenship, civic skills, and social skills.

School staff will begin communicating and teaching behavior expectations as well as self-discipline, citizenship, civic skills, and social skills on the first day of each school year. The School will develop a calendar/schedule for teaching behavior during the first two weeks of school and throughout the year. The School will develop a procedure for teaching behavior expectations to new students when they enroll in the School. School staff will continue reminding, re-teaching, and recognizing expected behavior throughout the school year. Data will be used to determine when specific behavior issues need to be addressed at an individual, class, or School-wide level throughout the year.

School-wide instruction and reinforcement of behavioral expectations will take place through:

- Distribution of the student handbook and rules.
- Orientation assemblies at the beginning of the year.
- Expectations posted throughout the School.
- Daily announcements and newsletters include reminders.
- All personnel model desired behavior.

School and classroom procedures will be taught through the method of:

- Teach the procedure by explaining it clearly.
- Model the procedure by showing students how the procedure is done.
- Practice the procedure together and make necessary adjustments immediately.
- Review the procedure and provide feedback daily.
- Praise and give extra encouragement to those who need it.
- Conduct periodic reviews of procedures and revise them as needed.

Social and academic teaching will be integrated within and across the curriculum. Expected behaviors will be taught through the process of:

- Using multiple examples, both positive and negative
- Teaching in settings where the behavior is expected to happen

- Providing frequent positive practice with useful corrections
- Acknowledging and reinforcing expected behavior
- Teaching it the same way academic content is taught

Behavior expectations in classrooms, hallways, cafeteria, restrooms, and playground will be communicated to students by explaining what such behavior looks like and sounds like.

The School will emphasize instruction in the following social skills:

- Accepting "No" for an answer without arguing
    - This means that when a student asks an adult for something and that person says "No," the student should accept the answer without arguing or getting upset.
- Following directions
    - This means that when an adult gives a student a request, the student acknowledges the request and does it within a short period of time.
- Not interrupting
    - This happens when a student wants to tell an adult something or ask for something from an adult who is engaged or busy. Instead of interrupting, the student waits quietly until the adult is not busy and then speaks to the adult.
- Making requests of adults
    - This means asking for something or for help in a polite and friendly voice.
- Thanking adults
    - This means that when an adult says or does something for a student that makes them feel good or helps them, the student says "Thank you" to the adult.

Systematic Reinforcement of Expected Behaviors

The School will provide regular, frequent, and positive acknowledgements and reinforcement for student displays of academic and social behavior success. Staff members will make concerted efforts to ensure that every student receives positive interactions with adults and will seek to spend more time acknowledging and promoting appropriate behavior than responding to irresponsible behavior.

Uniform Methods for Correction of Student Behavior

As discussed above, the School recognizes that behavior usually happens for and is maintained by the desire for one or more of the following:

- Obtain or avoid something tangible, including an activity or task
- Obtain or avoid teacher or peer attention
- Obtain or avoid physiological, mental or sensory stimulation of some kind

In order to effectively reinforce desired behavior, the School will:

- Clarify specific behaviors being targeted
- Focus on the presence of responsible behaviors versus the absence of irresponsible behaviors
- Reinforce both improvement and mastery of desired behaviors
- Provide reinforcement that is meaningful

- Provide opportunities for all students
- Increase the ratios of positive to negative interactions with students

In order to improve behavior, the School recognizes that staff members can manipulate five variables:

- Structure and organize school settings to promote desirable behavior.
- Teach students how to behave responsibly in all school settings.
- Observe and properly supervise student behavior.
- Interact positively with students.
- Correct irresponsible behavior calmly, consistently, and immediately in the setting in which the behavior occurred.

Annual Data-Based Evaluations of Efficiency and Effectiveness

Staff members will document behavior incidences that rise to for data gathering purposes. Documentation will be submitted to the front office

Behavior data will be analyzed by a team comprised of STI team on a monthly basis. The results will be shared with the all staff members and will be used to plan adjustments and areas of emphasis in addressing behavior issues.

Staff members and students will be asked annually to respond to a survey with the following questions:

- Do students feel safe in (classrooms, halls, restrooms, cafeteria, playground)?
- Are students taught how to behave responsibly in (classrooms, halls, restrooms, cafeteria, playground)?
- Do students treat other students respectfully in (classrooms, halls, restrooms, cafeteria, playground)?
- Do students treat staff respectfully in (classrooms, halls, restrooms, cafeteria, playground)?
- Do staff treat students respectfully in (classrooms, halls, restrooms, cafeteria, playground)?
- What behaviors in this area make students/staff feel unsafe or disrespected?
- What can students/staff do in this area to make others feel safe and respected?

The results of these surveys will be analyzed by a team comprised of STI members. The results will be shared with the all staff members and will be used to plan adjustments and areas of emphasis in addressing behavior issues.

When misbehavior approaches unacceptable levels in School-wide activities and/or common areas, staff members will consider:

- Are behavior expectations clear?
- Are expectations being taught and re-taught as necessary?
- Is the area/activity structured appropriately for success?
- Is supervision and monitoring adequate, consistent, and not based on emotions?

Staff Development Program and Training of Appropriate School Personnel

(development of student behavior expectations, effective instructional practices for teaching and reinforcing behavior expectations, effective intervention strategies, effective strategies for evaluation of the efficiency and effectiveness of interventions)

The School expects all staff members to model the same positive social behaviors and values that are expected of students.

The School will ensure that staff members receive training in:

- crisis intervention training and emergency safety intervention consistent with evidence-based practice
- development of student behavior expectations
- effective instructional practices for teaching and reinforcing behavior expectations
- effective intervention strategies
- effective strategies for evaluation of the efficiency and effectiveness of interventions.

Policies Relating to the Use and Abuse of Alcohol and Controlled Substances By Students

As provided in the Student Conduct and Discipline Policy, the use, control, possession, distribution, sale, or arranging for the sale of alcohol or an illegal drug or controlled substance is ground for suspension of expulsion.

Procedures Related to Bullying Activities (including bullying, cyber-bullying, hazing, retaliation, abusive conduct)

The School begins with the premise that all students should have access to supports to prevent the development and occurrence of problem behavior, including bullying behavior (including bullying, cyber-bullying, hazing, retaliation, and abusive conduct). In order to avoid stigmatizing students, school staff will emphasize what a student does and where it occurs. Therefore, instead of labeling a student as a bully or victim, the emphasis will be on labeling the behavior, such as name-calling, teasing, intimidation, verbal aggression, etc. Bullying behavior will always be described in connection with the context in which it occurs, such as cyberspace, hallway, field trips, or some other specific setting.

The School recognizes that successful prevention of bullying is linked directly to teaching both adults and students (a) what bullying looks like, (b) what to do before and when bullying behavior is observed, (c) how to teach others what to do, and (d) how to establish a positive and preventive environment that reduces the effectiveness of bullying behavior.

As with other behavior that does not meet established expectations, the School takes a multi-tiered approach to preventing bullying and other disruptive behavior.

At Tier 1, all students and staff are taught directly and formally about how to behave in safe, respectful, and responsible ways across all school settings. The emphasis is on teaching and encouraging positive social skills and character traits. Effective Tier 1 prevention strategies are intended to support most students and then to identify when more intensive and specialized (Tier

2 and 3) is required. The strategy is not to simply increase the severity and number of punishing consequences for bullying behavior.

At Tier 2, students whose behaviors do not respond to Tier 1 supports are provided additional preventive strategies that involve (a) more targeted social skills instruction, (b) increased adult monitoring and positive attention, (c) specific and regular daily feedback on their behavioral progress, and (d) additional academic supports, if necessary.

At Tier 3, students whose behaviors do not respond to Tier 1 and 3 supports are provided intensive preventive strategies that involve (a) highly individualized academic and/or behavioral intervention planning; (b) more comprehensive, person-centered and function-based wraparound processes; and (c) school-family-community mental health supports.

Notice to Employees

The administration will distribute this Plan to employees by e-mail at the beginning of each school year and to each new employee upon hire.

Gang Prevention and Intervention

School employees will be aware of potential gang activities, as defined in the Student Conduct and Discipline Policy, and such activities will be subject to discipline as set forth in that policy.

Reports Received Through the School Safety and Crisis Line

The School may receive a report through the School Safety and Crisis Line established under Utah Code § 53A-11-1503(3), regarding (i) unsafe, violent, or criminal activities, or the threat of such activities at or near a public school; (ii) incidents of bullying, cyber-bullying, harassment, or hazing; and (iii) incidents of physical or sexual abuse committed by a school employee or school volunteer; or involving situations where there is a need for crisis intervention, including suicide prevention, to individuals experiencing emotional distress or psychiatric crisis. In the event the School receives such a report, appropriate school personnel will investigate the matter and provide support and help.

Protections for Students with a Disability

Nothing in this Plan diminishes any student rights as under or in connection with the Individual with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act, or state law. Students with a disability will always be entitled to the rights and protections afforded to them by state and federal law and shall not be removed from the learning environment except as such actions are undertaken in accordance with applicable legal requirements.

Back to TOC

Syracuse Arts Academy
Student Conduct & Discipline Policy

1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

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

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

The School will promote and require:

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

1.2 Beliefs and Expectations

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

Beliefs:

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

Expectations:

- Students will show respect for other students
- Students will show respect for adults
- Students will show respect for the building
- Adults will show respect for students
- Students will develop self-discipline

1.3 Procedural Philosophy

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

Procedures:

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

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

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

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

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

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

Due process to protect the rights of students will include:

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they should meet with the Campus Principal. If resolution is not made there, they may request a hearing with the Lead Director in accordance with the School's Grievance Policy.
- Parents will be notified when students are involved in situations that are deemed to be serious.
- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

2. ENVIRONMENT

2.1 Safe School Environment

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

2.2 Discrimination Prohibited

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

3. DEFINITIONS

3.1 Suspension

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

3.2 Expulsion

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

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

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

3.4 Disruptive Student Behavior

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

3.5 Parent

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

3.6 Qualifying Minor

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

3.7 School Year

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

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

4.1 Suspension

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

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

[b] willful destruction or defacing of School property;

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

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

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

[f] possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances,

drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;

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

[h] any criminal activity;

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

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

4.1.2 A student shall be suspended or expelled from School for

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

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

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

(iii) the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3; or

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

4.2 Expulsion

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

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

4.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, above, using a real or lookalike weapon, explosive, or noxious or flammable

material shall be expelled from all School programs and activities for a period of not less than one (1) year, subject to the following:

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

[b] The CMT shall determine:

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

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

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

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

4.3.2 Students with Disabilities under IDEA and Section 504

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act is determined to have carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

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

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

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

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

[c] misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use over-the-counter remedies

at School only in amounts not to exceed the recommended daily dose including, but not limited to: aspirin, ibuprofen, Tylenol (acetaminophen), cough drops, allergy medication, cough syrup and mouthwash.

4.4.2 Students with Disabilities under Section 504

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

4.4.3 Drug Testing

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

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

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

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

4.4.4 Students with Disabilities under IDEA

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

4.5 Gangs

For purposes of this policy, "gang" means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one its primary activities the commission of criminal acts, which has a unique name or identifiable signs, symbols, or marks, and whose members individually or collectively engage in criminal or violent behavior to persons or property,

or who create an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

4.5.1 Gang Activity and Apparel Prohibited

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

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

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

[c] Soliciting others for membership in a gang;

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

[e] Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;
[f] Committing any illegal act; or

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

4.5.2 Confiscation of Gang Items

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

4.5.3 Consultation with Law Enforcement Authorities

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

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

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

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

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

4.7 Possession or Use of Electronic Cigarette Products

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

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

4.7.3 The Principal will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Principal may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

5. AUTHORITY TO SUSPEND OR EXPEL

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

The Campus Principal has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Campus Principal shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources. The Campus Principal may not suspend for longer than ten (10) school days or otherwise change student placement. Whenever the Campus Principal proposes suspending a student for more than ten (10) school days, the Campus Principal shall refer the matter to the Lead Director.

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

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

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

The Lead Director may suspend for longer than ten (10) days or expel a regular education student.

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

5.3.1 Parental Responsibility

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent or legal guardian is responsible for undertaking an alternative education plan that will ensure that the student's education continues during the period of expulsion. The parent or guardian shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives which will reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent or guardian.

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

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

5.4 Authority to Institute Change of Placement for Student with Disabilities

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

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

6.1 Efforts to Resolve Disruptive Student Behavior Problems

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

6.1.2 Procedures for Resolving Problems. The Campus Principal or a teacher or counselor designated by the Campus Principal will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the

student's behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented.

6.2 Notice of Disruptive Student Behavior

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

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

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

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

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

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

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

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

6.3 Habitual Disruptive Student Behavior Notice

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

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

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

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

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

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

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

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

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

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

6.4.3 Referrals of Minors. A qualifying minor to whom a habitual disruptive student behavior notice is issued under Section 6.3.1 may not be referred to the juvenile court. The School will follow § 53G-8-211 with respect to referring a minor who is alleged to have committed an offense on school property or that is truancy. In accordance with § 53G-8-2111:

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

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

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

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

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

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

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

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

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

7.1.1 Talking with the student;

7.1.2 Class schedule adjustment;

7.1.3 Phone contact with the parent or legal guardian;

7.1.4 Informal parent/student conferences;

7.1.5 Behavioral contracts;

7.1.6 After-school make-up time;

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

7.1.8 Short-term at-home suspensions;

7.1.9 Appropriate evaluation;

7.1.10 Home study;

7.1.11 Alternative programs; or

7.1.12 Law enforcement assistance as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.1 If the Campus Principal believes that a student should be suspended for more than ten (10) days or expelled, the Campus Principal shall refer the matter to the Lead Director.

9.2 Prior to sending the referral, but in no instance longer than ten (10) days after the suspension began, the Campus Principal shall meet with the parent or guardian to discuss the charges against the student and the proposed discipline.

9.2.1 The Campus Principal shall also notify the non-custodial parent, if requested in writing, of the possible suspension or expulsion as outlined in Section 8.2 of this policy.

9.3 The referral to the Lead Director shall include all relevant documentation of the student's violation(s), including written student statements, written witness statements, evidence of an informal school hearing, evidence of a Campus Principal meeting with parent or guardian and written parental input.

9.4 Notice to Student and Parent/Guardian

If the Lead Director, after considering the totality of the circumstances and consulting with the CMT, that a student should be suspended for longer than ten (10) school days or expelled, the Campus Principal shall send written notice by certified mail, return receipt requested, to the student's parent or legal guardian, which includes all of the following elements:

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

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

9.4.3 a statement that a due process hearing may be requested in writing within ten (10) working days of receipt of the notice;

9.4.4 a statement that, if a hearing is requested, the Board has the authority to appoint an impartial Hearing Officer(s), who may be an employee of the School;

9.4.5 a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a hearing is requested in a timely manner and the Hearing Officer determines otherwise;

9.4.6 the mailing date of the notice; and

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

9.5 Hearing Procedures

If a hearing is requested in response to the notice of expulsion, the following procedures shall apply:

9.5.1 After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request

9.5.2 A written Hearing Notice shall be sent to the parent or guardian informing the parent or guardian of:

[a] the name of the Hearing Officer;

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

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

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

[e] the right of all parties to appeal to the President of the Board within ten (10) working days following the decision if the parties disagree with the Hearing Officer's decision; and

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

9.5.3 The Hearing Officer shall conduct the hearing on the record and shall:

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

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

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

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

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

9.5.4 Hearing Rules

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

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

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

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

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

9.6 Appeals

9.6.1 Within ten (10) working days following receipt of the hearing Officer's written decision, either party may appeal the decision, in writing, to the President of the Board.

9.6.2 Within ten (10) working days following receipt of the appeal, the Board President shall rule on the appeal.

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

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

10.1 Required Services

10.1.1 504 and ADA Students

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

10.1.2 IDEA

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

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

to which services are necessary to enable the student to appropriately progress in the general curriculum and advance toward achieving the goals set out in the student's IEP.

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

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

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

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

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

10.3 Change of Placement Due to Student's Serious Misconduct

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

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

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

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

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

10.4 Parental Notice

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

10.5 IEP Meetings for Manifestation Determination

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

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

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

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

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

(ii) Observations of the student; and

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

[b] Then determines whether:

(i) The conduct in question was caused by or had a direct and substantial relationship to the child's disability; or

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

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

10.5.5 Determination that Behavior was not Manifestation of Disability

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

10.5.6 Determination that Behavior was Manifestation of Disability

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

10.6 IEP Meetings for Functional Behavioral Assessments

10.6.1 Post-Discipline Functional Behavioral Assessments

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

10.6.2 Pre-Discipline Behavioral Intervention Plans

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

10.7 Placement During Appeals and Stay Put

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

10.7.2 If a student is placed in an interim alternative educational setting and School personnel propose to change the student's placement after expiration of the interim alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the student must remain in the current placement (the student's placement prior to the interim alternative education setting), unless School officials succeed in getting an order through an expedited hearing as described in Section 10.3.

11. ADMINISTRATIVE STUDENT CONDUCT AND DISCIPLINE PLAN

11.1 Elements of Plan

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

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

11.1.2 effective instructional practices for teaching student expectations, including:

[a] self-discipline;

[b] citizenship;

[c] civic skills; and

[d] social skills;

11.1.3 systematic methods for reinforcement of expected behaviors;

11.1.4 uniform and equitable methods for correction of student behavior;

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

11.1.6 an ongoing staff development program related to development of:

[a] student behavior expectations;

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

[c] effective intervention strategies; and

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

11.1.7 procedures for ongoing training of appropriate School personnel in:

[a] crisis intervention training;

[b] emergency safety intervention professional development; and

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

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

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

[a] bullying;

[b] cyber-bullying;

[c] hazing;

[d] retaliation; and

[e] abusive conduct;

11.1.10 direction for dealing with bullying and disruptive students;

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

11.1.12 strategies to provide for necessary adult supervision;

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

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

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

[a] the role of law enforcement; and

[b] emergency medical services; and

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

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

11.2 Plan Consistent with this Policy

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

12. EXTRACURRICULAR ACTIVITIES

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

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

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

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

14. INVESTIGATIONS

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

14.1 General Investigation Guidelines for Campus Principals

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

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

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

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

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

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

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

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

14.1.8 When the investigation is completed and if it is determined that disciplinary action may be in order, due process requirements must be met. Specifically, the student must be given proper notice

of the charges against him/her and the disciplinary action being recommended, as well as a fair opportunity to present his or her version of the facts.

14.2 Coordination with Law Enforcement

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

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

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

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

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

14.2.2 Investigation of Criminal Conduct

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

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

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

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

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

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

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

14.2.3 Investigation Initiated by Law Enforcement Authorities

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

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

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

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

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

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

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

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

14.2.4 Release of Student to Law Enforcement Official

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

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

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

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

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

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

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

14.2.5 Quelling Disturbances of School Environment

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

15. INVESTIGATION OF CHILD ABUSE AND NEGLECT

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

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

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

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

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

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

15.3 It is not the responsibility of the Campus Principal or other School employees to prove that the child has been abused or neglected, or to determine whether the child is in need of protection.
15.3.1 Investigation by staff prior to submitting a report shall not go beyond that necessary to support a reasonable belief that a reportable problem exists.

15.3.2 To determine whether or not there is reason to believe that abuse or neglect has occurred, professional School employees may (but are not required to) gather information only to the extent necessary to determine whether a reportable circumstance exists.

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

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

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

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

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

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

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

16. SEARCHES OF PERSON OR PROPERTY

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

16.1 General Guidelines for Searches of Person or Property

16.1.1 Student Lockers

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

16.1.2 Searches of Students and Student Property

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

16.2 Searches of Personal Belongings

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

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

16.3 Searches of Person

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

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

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

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

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

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

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

16.4 Documentation of Searches

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

16.4.1 The time, place and date of the search;

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

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

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

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

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

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

17.1 Board, Lead Director and Campus Principal Notification by Juvenile Court and Law Enforcement Agencies.

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

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

17.1.3 Staff members receiving information about a juvenile's adjudication, arrest or detention may only disclose the information to other persons having both a right and a current need to know.

17.2 Student Discipline Records/Education Records

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

17.2.1 Disclosure of Discipline Records to Other Educators

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

17.2.2 Disclosure of Discipline Records to Other Agencies

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

18. EMERGENCY SAFETY INTERVENTIONS

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

18.1 Definitions

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

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

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

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

18.2 General Procedures

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

18.2.2 An ESI shall:

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

[b] implement an appropriate release criteria;

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

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

[e] never be used as punishment or discipline;

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

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

18.3 Students with Disabilities Receiving Special Education Services

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

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

18.4 Physical Restraint

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

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

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

[c] to take possession of a weapon or other dangerous object in the possession or

under the control of a student; or

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

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

[a] prone, or face-down;

[b] supine, or face-up;

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

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

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

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

18.5 Seclusionary Time Out

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

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

18.5.2 any door remains unlocked; and

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

18.6 Notification

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

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

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

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

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

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

18.7 Emergency Safety Intervention (ESI) Committee

18.7.1 The School shall establish an ESI committee that includes:

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

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

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

18.7.2 The ESI committee shall:

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

[b] determine and recommend professional development needs;

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

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

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

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

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

18.8 Corporal Punishment

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

19. TRAINING

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

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

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

20. POLICY AND PLAN DISSEMINATION AND REVIEW

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

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

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

REFERENCES

Gun Free Schools Act (20 U.S.C. § 7151)

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

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

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

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

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

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

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

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

Prohibits discrimination on the basis of disability.

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

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

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

Prohibits public entities from discriminating on the basis of disability.

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

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

Utah Code Ann. § 53E-6-701 - Mandatory reporting of physical or sexual abuse of students

Utah Code Ann. § 53G-8-302 - Use of reasonable and necessary physical restraint or force.

Utah Code Ann. §§ 53G-8-202 to 53G-8-208 - School Discipline and Conduct Plans

Utah Code Ann. §§ 53G-8-402 to 53G-8-405 - Notification of juvenile court and law enforcement agencies

Utah Code Ann. § 62A-4a-410 - Immunity from liability

Student Data Collection Notice

Syracuse Arts Academy (the "School") collects student data for two main purposes: to comply with law and to improve students' educational experience. Student data enables the School to participate in education programs and to qualify for education funds. Student data also helps the School to better plan and personalize classroom instruction, increase student and teacher performance, and make informed decisions.

Student data collected by the School includes data defined as necessary student data, optional student data, and personally identifiable student data (PII) in Utah Code § 53E-9-301. The School collects student data primarily through registration, but it also collects additional student data during the school year. The necessary, optional, and PII data collected by the School is listed in its Data Governance Plan, which is published on the School's website. The School does not collect student social security numbers or, except as required in Utah Code § 78A-6-112, criminal records.

The School strives to not share PII unless the sharing is in accordance with Utah's student privacy and data protection laws and the Family Educational Rights and Privacy Act ("FERPA"). Except as allowed by law, the School will not share PII externally without written consent. Some examples of where the School is allowed by law to share PII without written consent include sharing such data with an authorized caseworker or other representative of the Department of Human Services, in response to a valid subpoena, or to persons or entities qualifying as school officials under FERPA.

The School takes many measures to protect student data. Student data stored digitally is stored on computers and systems that are secured, maintained, and supported by qualified IT service providers. Confidential PII in print form is stored in secured, locked areas in the School.

A student's rights under Utah Code § 53E-9-301 through 310 include:

- Each student owns his or her PII. A student and his or her parent must be allowed to access such student data maintained by the School;
- A student's parent or guardian, or an adult student, has the right to be notified by the School if a significant data breach occurs at the School;
- A prior student or parent of a prior student is entitled to have the prior student's student data that is stored by the School expunged in accordance with State Board of Education rules; and
- A student is entitled to receive a student data collection notice from the School prior to the School collecting necessary or optional student data of the student.

The collection, use, and sharing of student data has both benefits and risks. Parents and students should learn about these benefits and risks and make choices regarding student data accordingly.

Consent Form – Applicable to Students in Grades 9-12

The School requests written consent to share with the State Board of Regents the following student data of students in grades 9-12:

- Name
- Parent name;
- Grade;
- School; and
- Contact information (primary phone number, email address, and physical address).

This student data would be used by the State Board of Regents strictly for the purpose of providing information and resources about higher education to students in grades 9-12 and to help such students enter the higher education system and remain until graduation.

Please check all that apply and return this form to the School:

☐ I am the parent/guardian of a student in grade 9-12. My student's name is _____.

–or–

☐ I am a student in grade 9-12 and am 18 years of age or older. My name is _____.

–AND–

☐ I do not consent to the School sharing my student's (or my) data described above with the State Board of Regents.

–or–

☐ I consent to the School sharing my student's (or my) data described above with the State Board of Regents for the purposes described above.

Printed Name_____ Signature_____

SAA Student Data Collection Notice
Last Updated: 9-24-18

Syracuse Arts Academy
Student Data Privacy & Security Policy

PURPOSE

Syracuse Arts Academy (the "School") is responsible for protecting the privacy of student data and ensuring data security. The purpose of this policy is to describe how the School will perform this responsibility in compliance with state and federal law.

POLICY

The School will comply with state and federal laws regarding student data privacy and security, including but not limited to Chapter 9 of Title 53E of the Utah, Utah Administrative Code Rule R277-487, and the federal Family Educational Rights and Privacy Act.

Utah Code Ann. § 53E-9-301 *et seq.* requires the School to, among other things:

(1) Adopt policies to protect student data in accordance with the Act;
(2) Designate a student data manager;
(3) Create, maintain, and publish a data governance plan;
(4) Create, maintain, and publish a metadata dictionary;
(5) Establish an external research review process for a request for data for the purpose of external research or evaluation;
(6) Distribute and publish a student collection notice; and
(7) Require third-party contractors that receive student data from the School to enter into a contract with the School concerning, among other things, the third-party contractor's collection, use, storage, and sharing of the student data.

Student Data Manager

The School hereby designates the Lead Director as the School's Student Data Manager. The Lead Director shall fulfill the responsibilities of a student data manager described in Utah Code Ann. § 53E-9-308 and rules adopted by the Utah State Board of Education. When appropriate, the Lead Director may delegate such responsibilities to another individual.

Data Governance Plan

The Lead Director shall establish an administrative Data Governance Plan that complies with the requirements of Utah Code Ann. § 53E-9-301 *et seq.* and rules adopted by the Utah State Board of Education. The Data Governance Plan shall encompass the full life cycle of student data, from acquisition, to use, to disposal, and shall, among other things:

(1) Incorporate reasonable data industry best practices to maintain and protect student data and other education-related data;

(2) Describe the role, responsibility, and authority of the School's data and security managers, employees and volunteers, educators, and other parties;
(3) Provide for necessary technical assistance, training, support, and auditing;
(4) Describe the process the School will follow in connection with sharing student data with third-parties, including appropriate third-party contractors;
(5) Describe the School's data expungement process, including how to respond to request that data be expunged;
(6) Include the School's external research review process for a request for data for the purpose of external research or evaluation; and
(7) Describe actions the School will take to prevent data breaches as well as the process the School will follow in the event of a data breach.

The Data Governance Plan shall work in conjunction with this policy, the School's metadata dictionary, any other School policy or administrative procedure or plan concerning student data privacy and security.

The Data Governance Plan shall be published as required Utah Law and rules adopted by the Utah State Board of Education.

Metadata Dictionary

The Lead Director shall ensure that the School creates, maintains, and publishes a metadata dictionary in accordance with Utah Code Ann. § 53E-9-301 *et seq.* and rules adopted by the Utah State Board of Education.

Training

On an annual basis, the School shall provide appropriate student data privacy training to its employees, aides, and volunteers who are authorized by the School to have access to education records as defined in the Family Educational Rights and Privacy Act.

Back to TOC

Syracuse Arts Academy
Student Organizations Policy

Syracuse Arts Academy (the "School") may encourage students to broaden their knowledge and citizenship by permitting the formation of clubs and groups organized to promote or pursue specialized activities outside the classroom. The purpose of this policy is to provide guidance regarding authorization of clubs and groups as outlined in state law and Utah State Board of Education Administrative Rules.

The School may authorize the following types of clubs and groups by grade level:
Grades K-12: School Curricular ("CLUBS")
Grades 7-9: Student Non-curricular ("GROUPS")

1. Definitions

School Curricular ("CLUBS"): Directly related to the curriculum offered in the School. School Curricular CLUBS are sponsored and promoted by the school. The Campus Principal or a designee shall appoint an advisor to the CLUB who supports the CLUB and may participate in, as well as direct CLUB programs and activities.

Student Non-curricular ("GROUPS"): Not directly related to the curriculum and which are initiated by students enrolled in the School. Student Non-curricular GROUPS are not sponsored or supported by the school but are recognized for purposes of granting a place within the School to meet during non-instructional time. Student Non-curricular GROUPS shall have a minimum of three members. A certified employee monitors all meetings held on school premises but does not participate in any activity or discussion of the GROUP. If the school maintains a "limited open forum," then it must grant equal access to all non-curriculum student GROUPS meeting the criteria of this policy.

Limited Open Forum: Can be created whenever a public secondary school provides an opportunity for one or more "GROUPS" to meet on school premises during non- instructional time.

Closed Forum: The School reserves the right to create a "closed forum" by refusing to allow all GROUPS to use School property during non-instructional time.

2. Equal Access for Student GROUPS

The School will meet the following requirements if access is granted to qualifying non-curriculum student GROUPS:

2.1 meetings of student GROUPS are voluntary and student initiated;

2.2 there is no sponsorship of student GROUP meetings by School employees.

2.3 employees of the School are present only in a non-participatory capacity;

2.4 meetings of GROUPS do not materially or substantially interfere with the orderly conduct of education activities of the School;

2.5 non-School personnel may not direct, conduct, control, or regularly attend activities of GROUPS without the prior approval of the Campus Principal;

2.6 the application procedure has been complied with by the GROUP; and

2.7 the administration may review applications on a case-by-case basis and refuse to grant access to any GROUP which:

A. impairs the ability of the School to maintain order and discipline on School premises; or
B. threatens the school's ability to protect the well-being of students or faculty; or
C. threatens the ability of the School to ensure that attendance of students at the GROUP's meetings is voluntary.

3. GROUP Meetings

3.1 Meetings of GROUPS shall take place during non-instructional time.

3.2 The Campus Principal or designee may determine which School facilities may be used and when they are available.

3.3 Only authorized GROUPS attending the School may request to use rooms or schedule GROUP meetings.

3.4 School administration shall determine what access all GROUPS will be given to the School year book, bulletin boards, and public address system; provided that all such GROUPS shall be given equal access.

3.5 No GROUPS shall be permitted to engage in or conduct group therapy, counseling or other psychological services of the type provided by licensed professionals.

4. CLUB or GROUP Charter

Students or School staff seeking authorization to establish a CLUB or GROUP shall prepare an annual charter identifying whether the CLUB or GROUP is a School Curricular CLUB or a Student Non-curricular GROUP. The CLUB or GROUP Charter shall include

4.1 the recommended name;

4.2 a statement of the CLUB'S or GROUP'S purpose;

4.3 a statement of the CLUB'S or GROUP'S categorization indicating all of the following that may apply:

A. athletic;
B. business/economic;
C. agricultural;
D. art/music/performance;
E. science;
F. gaming;
G. religious;
H. community service/social justice; and
I. other.

4.4 a budget showing the amount and source of any funding provided or to be provided to the club and its purposed use.

4.5 a statement verifying the CLUB or GROUP will comply with all applicable laws, rules, and policies.

5. Limitations and Denial

5.1 Limitation shall include prohibitions against:

A. action or advocacy of imminent action which violates the law or School policies or procedures; this prohibition shall not apply to appropriate discussions concerning the changing of laws or policies and procedures, or actions taken through appropriate channels or procedures to effectuate such changes;
B. advocacy or approval of sexual activity outside of marriage, or presentations in violations of laws or regulations governing sex education or privacy rights of families or individuals;
C. action or advocacy of imminent action involving the harassment or the denigration of any person; and
D. action or advocacy of imminent action with the intent to cause a person to fear to freely exercise or enjoy any right secured by the Constitution or laws of the United States or the state of Utah.

5.2 The School may limit or deny a charter to a CLUB or GROUP if necessary to:

A. protect the physical, emotional, psychological, or moral well being of students and faculty;
B. maintain order and discipline on school premises; or
C. prevent a material and substantial interference with the orderly conduct of the School's educational activities.

5.3 The School shall deny access to any student CLUB or GROUP whose program or activities would materially or substantially:

A. encourage criminal or delinquent conduct;
B. promote bigotry; or
C. involve human sexuality.

5.4 Approval of a CLUB or GROUP name may take place separately from that relating to the approval of the CLUB or GROUP itself. A CLUB or GROUP name shall:

A. reasonably reflect the nature, purposes and activities of the CLUB or GROUP; and
B. be such that it would not result in undue disruption of school operations, subject students to harassment or persecution, imply that the CLUB or GROUP would operate in violation of law or rule, or imply inappropriate association with outside organizations or groups.

6. Supervision

Selection and appointment of CLUB advisors and GROUP monitors shall be the responsibility of the Campus Principal and will be done annually. Persons who are not part of the School shall not be allowed access to CLUBS or GROUPS to direct, conduct, control, or regularly attend CLUB or GROUP meetings without prior approval of the Campus Principal. The advisor or monitor shall ensure compliance with the approved CLUB or GROUP charter and applicable laws and rules. The Campus Principal or designee may cancel the authorization for any CLUB or GROUP found to be operating out of compliance of the approved charter or laws, policies or procedures.

7. Parental Permission for Participation

As a candidate for participation in a CLUB or GROUP that meets on School premises, every student must obtain written permission from either a parent with legal custody or other legal guardian. The written permission form shall include the following:

7.1 the name of the CLUB or GROUP;

7.2 statement of the CLUB'S or GROUP'S purpose, goals, or activities;

7.3 statement of the CLUB'S or GROUP'S categorization (see information under the section on CLUB or GROUP Charter).

8. Investigation of Violations

The Campus Principal will investigate any allegation that a CLUB or GROUP is not following the guidelines as described in this policy and in its charter. If the Campus Principal finds the CLUB or GROUP to be in violation, the following actions may be taken:

8.1 allow the original statement of purpose, goals, and activities be modified to include the activity in question;

8.2 instruct the faculty advisor or the certified employee monitor not to allow similar violations in the future;

8.3 limit or suspend the CLUB'S or GROUP'S authorization or school building use; or

8.4 terminate the CLUB'S or GROUP'S authorization and dissolve the CLUB or GROUP. The CLUB or GROUP would not be allowed to reapply until the next school year.

9. Appeal

The Campus Principal will approve, deny, or investigate each completed application or complaint in a reasonable amount of time. If the application or complaint is denied, written reasons for the denial or the results of the investigation will be stated. If appropriate, suggested corrections shall be made to remedy the situation.

A student directly affected by the denial of a CLUB or GROUP authorization may appeal in writing within ten (10) days of the denial to the School's Lead Director. The Lead Director shall issue an opinion in writing either upholding or overturning the denial within a reasonable amount of time after receiving the appeal. The Lead Director's decision shall be the final administrative decision.

SAA Student Organizations Policy
Board Approval Date: 10-05-17

Back to TOC

Syracuse Arts Academy
Student Education Plan Policy

POLICY

Syracuse Arts Academy (the "School") understands the importance of personal education planning for each of its students. Personal education planning is a cooperative effort involving students, parents/guardians, and educators. It focuses on the individual needs of the student and is essential at the elementary and secondary school levels.

The School shall implement an individual learning plan (also known as an SEP) for its K-6 students and a plan for college and career readiness (also known as an SEOP) for its students in grades 7-9 in accordance with Utah law.

The School's Principal shall establish administrative procedures to help the School implement individual learning plans and plans for college and career readiness consistent with Utah Code § 53E-2-304(2)(b) and, if the School receives Comprehensive Counseling and Guidance Program funds, Utah Administrative Code Rule R277-462.

SAA Student Education Plan Policy
Board Approval Date: 6-19-20

Back to TOC

Syracuse Arts Academy
Time & Effort Documentation Policy

PURPOSE

Because Syracuse Arts Academy (the "School") receives restricted federal funds, the School is obligated to properly spend and account for the expenditures of such funds. The School adopts this policy in order to ensure that charges to federal awards for salaries and wages are based on records that accurately reflect the work performed.

POLICY

The School will recognize and follow the *Uniform Administrative Requirements* pertaining to the *Standards for Documentation of Personnel Expenses* as contained in the Code of Federal Regulations Title 2 Part 200.430(i).

Documentation of personnel expenses will:

1. Be supported by a system of **internal controls** which provides reasonable assurance that charges are **accurate, allowable, and allocable**.
2. Be incorporated into the School's official records.
3. Reasonably reflect the total activity for which the employee is compensated.
4. Encompass both federally assisted and all other activities compensated by the School.
5. Comply with the established accounting policies and practices of the School.
6. Support the distribution of the employee's salary or wages among specific activities **or cost objectives**.

The School's administration will adopt additional administrative procedures to ensure compliance with this policy and applicable law.

Definitions

"Accurate" means that salaries and wages are based on records that provide an actual representation of the work performed.

"Allocable" means a cost is allocable to a Federal award or other cost objective because the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with the relative benefits received.

"Allowable" means that a cost meets the criteria (factors affecting allowability of costs) outlined in *Uniform Administrative Requirements* 2 CFR 200.403 unless otherwise authorized by statute.

"Internal Controls" mean processes implemented by a non-federal entity designed to provide reasonable assurance regarding the achievement of objectives in the following categories (2 CFR 200.61):

a. Effectiveness and efficiency of operations

b. Reliability of reporting for internal and external use; and
c. Compliance with applicable laws and regulations

“Cost Objectives” means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. (i.e., Implementation of program accounting).

Time & Effort Documentation
Administrative Procedures

1. All employees paid in whole or in part with federal funds, and employees whose salaries are used to meet a matching/cost sharing requirement, are required to provide time and effort documentation that accurately/reasonably represents the work that has been performed during the period being reported on.
    a. **Semi-Annual Certification** – This certification must be submitted by/for employees who spend 100% of their time and effort on a single federal program during the six-month period being reported on.
        i. Semi-Annual Certifications will be submitted for the periods July 1 through December 31, and January 1 through June 30.
        ii. Semi-Annual Certifications must be submitted after the last day of the period being reported (after the fact).
        iii. Semi-Annual Certifications must be submitted on an approved form.
        iv. Forms will include:
            1. Name of Employee.
            2. Title of Employee.
            3. Period being reported on.
            4. A certification statement stating the employee has spent 100% of their time on the stated program.
            5. Name of the program worked on.
            6. Whether time, effort and salary are being used for cost sharing or matching purposes. If so, for which program(s).
            7. Signature of Employee.
            8. Date Signed by Employee (Note: Cannot be dated prior to the end of the period covered by the certification).
            9. Signature and Title of Direct Supervisor.
            10. Date Signed by Supervisor (Note: Cannot be dated prior to the end of the period covered by the certification).
    b. **Personnel Activity Report (PAR)** – This report must be submitted by/for employees that:
        i. Meet at least one of the following criteria:
            1. Work on multiple federal awards.
            2. A federal award and a non-federal award.
            3. Employees that work on a single federal award, but are paid for indirect cost activities AND direct cost activities.
            4. Employees that work on two or more indirect cost activities that are allocated using two different allocation bases.
            5. An employee that works on a federal award but on an unallowable activity and a direct or indirect cost activity.
        ii. PARs will be submitted on a monthly basis.

iii. PARs must be submitted after the last day of the month being report on (after the fact).
iv. PARs must be submitted using an approved form.
v. Forms will include:
    1. Employees Name.
    2. Period being reported on (e.g., January 1 through January 31, 2020).
    3. A certification statement stating that the distribution of the employee's time is an accurate representation of the work performed.
    4. Whether time, effort and salary are being used for cost sharing or matching purposes. If so, for which program(s).
    5. Distribution of time (by percentage e.g., 70% Title I, 30% SpEd) by account, Function, Program, Location.
    6. Time being reported must represent but cannot exceed 100%.
    7. Must coincide with one or more pay periods.
    8. Signature of Employee.
    9. Date Signed by Employee (Note: Cannot be dated prior to the end of the period covered by the PAR).
    10. Signature and Title of Direct Supervisor
    11. Date Signed by Supervisor (Note: Cannot be dated prior to the end of the period covered by the PAR).
    12. Sick time, vacation time, etc. must be coded proportionally to the different programs.

2. Payroll records must reconcile with the time and effort documentation.
3. A reconciliation of payroll records and time and effort documents will be done on a quarterly basis. Adjustments will be made and discussed, as necessary.
4. If an employee's salary is being used for cost sharing/matching purposes, then this needs to be identified on the employee's time and effort certification form. Once a salary has been used for matching purposes or a portion of the salary, then the salary, or portion thereof, that has been used may not be used as matching/cost sharing funds for another program.
5. If assignments change, it is the School's responsibility to inform the School's business administrator so that payroll records, budgets, etc. can be updated.
6. Upon termination of employment, an employee must submit their final time and effort documentation prior to receiving their final payment.
7. Procedures will be periodically reviewed by the administration. Updates due to changes in rules or regulations will be made in a timely manner, as necessary.
8. Employees will receive appropriate training on time and effort documentation.
9. The School will keep a copy of all time and effort documentation (Semi-Annual Certifications, Personnel Activity Reports, payroll reports, etc.) in accordance with the School's record retention practices or 5 years, whichever is greater (See 2 CFR 200.333).

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Syracuse Arts Academy
Title I Comparability of Services Policy

PURPOSE

The purpose of this policy is to help Syracuse Arts Academy (the "LEA") meet the requirements related to its use of Title I funds, including the requirements related to comparability of services. The LEA intends for this policy to be consistent with the applicable provisions in 20 U.S.C. § 6321.

POLICY

The LEA shall use Title I funds to supplement, not supplant, state and local funds made available to the LEA for the education of students participating in programs assisted under Title I.

The LEA shall use state and local funds to provide services in its schools receiving Title I funds that, taken as a whole, are at least comparable to the services the LEA provides in its schools that are not receiving Title I funds. In the event all schools of the LEA receive Title I funds, the LEA shall use state and local funds to provide services that, taken as a whole, are substantially comparable in each school. For purposes of determining compliance with this paragraph, the LEA may exclude state and local funds expended for language instruction educational programs and excess costs of providing services to children with disabilities as determined by the LEA.

To establish and maintain comparability of services, the LEA shall ensure equivalence among its schools in the provision of curriculum materials and instructional supplies.

The following methodology is applied consistently throughout the LEA for teacher and paraprofessional allocations, learning materials and other positions.

- Teachers and Paraprofessionals are allocated in the LEA using student enrollment numbers and teacher to student staffing ratios of approximately 1 to 27. Title I eligibility is not a factor in the staffing allocation. Title I funds may be used to supplement this allocation.
- LEA learning materials, textbooks and supplies are allocated to schools using per student allocation of approximately $180 per student. Title I funds may be used to supplement this allocation.
- Other positions may be considered for Title I funding by the LEA but will only be considered as supplemental not to supplant programs.

Exclusions and Exceptions

Nothing in this policy precludes the LEA from utilizing applicable exclusions and exceptions set forth in 20 U.S.C. § 6321.

Procedures and Records

The Lead Director shall develop procedures that will help the LEA comply with this policy. The LEA shall maintain records documenting its compliance with this policy and shall update the records at least every two years.

SAA Title I Comparability of Service Policy
REVISION A
Board Approval Date: 2-07-19

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Syracuse Arts Academy
Travel Policy

PURPOSE

The purpose of this policy is to establish procedures for authorization of travel by employees or agents of Syracuse Arts Academy (the "School") who may be required to travel to fulfill their official duties or to attend seminars, conferences or other professional or educational activities benefiting the School.

POLICY

1. This policy applies to all employees, officials or agents travel to conventions and/or travel undertaken for execution of School business. This includes but is not limited to:

    a. Travel requiring an overnight stay; and
    b. Conventions and conferences when no overnight stay is required.

2. This policy does not apply to field trips, which are or will be addressed in a separate Field Trip Policy.

3. All travel must be approved in advance by the Lead Director or the Board if the Lead Director or a Board Member is the traveler. All requests for travel approval will be requested at least three (3) weeks prior to departure date and prior to making any arrangements. Travel requests shall explain the purpose of the travel and, where applicable, include the conference registration materials, proposed hotel accommodations, and approximate airfare and/or mileage. Flight reservations will be made by the School's Management Company.

4. Per diem expenses will be paid for all approved travel events which are more than 100 miles from the School campus. The per diem will be paid to the traveler by check no less than 48 hours prior to departure date.

5. Out-of-State per diem at the discretion of the Lead Director/Board not to exceed $75 per day.

6. In-State per diem at the discretion of the Lead Director/Board not to exceed $50 per day.

7. Reasonable and necessary ground transfer and mileage rate expenses will be reimbursed based on receipts submitted for such expenses. The traveler is responsible for collecting receipts in order to present them for reimbursement. Mileage will be reimbursed at the standard Utah State Office of Education reimbursement rates in effect at the time.

8. Hotel accommodations are approved for the number of days a conference is in session, less one. One additional night of hotel accommodations is approved when an additional travel

day is required prior to a conference. A second additional night of hotel accommodations is approved when an additional travel day is required after the conference concludes. Other additional days of hotel accommodations will be allowed only when approved in advance of the conference start by the Lead Director, for School employees other than the Lead Director. The Lead Director and individual Board Members must be approved by the Board of Directors.

SAA Travel Policy
REVISION B
Board Approval Date: 10-08-15

Back to TOC

Syracuse Arts Academy
Tuition Reimbursement Policy

PURPOSE

Syracuse Arts Academy (the "School") believes that the School and its students benefit when employees develop and improve their knowledge and skills. Obtaining additional education can increase teaching abilities and professional competence. The School therefore desires to identify the conditions upon which the School is willing to reimburse School employees for tuition paid in order to obtain education that will improve their ability to serve the School and its students.

POLICY

The School may reimburse tuition for School employees if the following conditions are satisfied:

1) The employee has been employed by the School for at least one (1) year.

2) The tuition is for courses that are either (a) job related, meaning the course will result in increased knowledge and skill, is aimed primarily at improving the employee's performance in his/her present job or will enable the employee to remain current with changes or developments in their field or (b) an elective that is part of a degree program that is job related.

3) The courses are taken at (a) fully-accredited Utah colleges or universities; (b) a school providing training or instruction that is approved by the State Board of Education.

4) Courses may be for credit or not.

5) Except in unusual circumstances and as approved by the Lead Director, courses must be taken outside of regularly scheduled work hours.

6) Reimbursement will only be provided when the employee obtains approval from the Lead Director and enters into a written agreement in the form approved by the Board of Directors prior to enrolling in the course. Additionally, the Lead Director must give prior approval for each course for which reimbursement will be sought.

7) The employee must agree to work at the School for a minimum of three (3) years following reimbursement of tuition. In the event the employee's employment with the School is terminated, voluntarily or involuntarily, for any reason, before the completion of three (3) years, the prorated portion of the reimbursed tuition must be repaid to the School based on the number of years worked for the School since the most recent reimbursement.

8) Reimbursement is limited to a maximum of nine (9) credit hours per year, up to a total of thirty-six (36) credit hours, at a rate not to exceed $150 per credit hour.

9) Reimbursement will be paid when the employee:

(a) Provides evidence of completion of the course with a passing mark of B or better.
(b) Provides an itemized receipt of the payment of tuition.
(c) Passes any applicable Praxis exam.

SAA Tuition Reimbursement Policy
REVISION A
Board Approval Date: 10-08-15

Tuition Reimbursement Agreement

This **Tuition Reimbursement Agreement** (the "**Agreement**") is entered into this _____ day of _____, 20_____, between **Syracuse Arts Academy, Inc.**, a Utah nonprofit corporation (the "**School**"), and _____, an individual (the "**Employee**").

RECITALS

A. The School operates a charter school in Syracuse, Davis County, Utah.

B. The Employee is currently employed with the School as _____

C. The Employee desires the School's financial assistance to obtain the following additional education in order to improve the Employee's skill and professional competence: _____ [clearly specify the course(s), program, degree, certification, as applicable, and the institution] (the "Coursework").

D. The School desires to reimburse the Employee's tuition and, in connection therewith, to provide an incentive for the Employee to continue to work at the School thereafter.

E. The School and the Employee desire to enter into this Agreement in order to carry out that intent.

AGREEMENT

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

1. The Employee will satisfactorily complete the requirements associated with the Coursework within _____ months from the date of this Agreement.

2. The Lead Director must approve each course for which the Employee will seek reimbursement to ensure that it is job related or an elective required for a degree program.

3. The School will reimburse the Employee's tuition for the Coursework when the Employee:

   (a) Provides evidence of completion of the course with a passing mark of B or better.
   (b) Provides an itemized receipt of the payment of tuition.
   (c) Passes the _____ Praxis exam. [include this if applicable]

4. If the Employee's employment at the School is terminated (voluntarily or involuntarily) for any reason within three (3) years following the most recent reimbursement of tuition or the Employee fails to satisfactorily complete the Coursework within the required time frame set forth in Section 1, above, the Employee must repay the tuition paid by the School pro rata based on the number of years worked for the School from the most recent reimbursement.

5. The Employee acknowledges that this Agreement does not guarantee the Employee's employment with the School.

The Parties have executed this Agreement as of the date first set forth above.

_____
Board President

_____
Lead Director

_____
Employee

_____
Date

Back to TOC

Syracuse Arts Academy
Weapons on School Property Policy

PURPOSE

The purpose of this policy is to address the possession of dangerous weapons and firearms on school premises and other school buildings or property by any individual, including but not limited to, employees, students, parents/guardians, volunteers, and visitors.

POLICY

For the purpose of this policy, "School Property" is defined as all property including buildings, portable buildings, parking lots, fields, parks and other land under the possession of Syracuse Arts Academy, whether leased or owned, where business of Syracuse Arts Academy takes place.

Utah Code § 76-10-505.5(2) provides that "[a] person may not possess any dangerous weapon, firearm, or sawed-off shotgun, as those terms are defined in Section 76-10-501, at a place that the person knows, or has reasonable cause to believe, is on or about school premises as defined in this section."

A dangerous weapon is defined as "(i) a firearm; or (ii) an object that in the manner of its use or intended use is capable of causing death or serious bodily injury." UCA § 76-10-501(6)(a).

A firearm is defined as "a pistol, revolver, shotgun, short barreled shotgun, rifle or short barreled rifle, or a device that could be used as a dangerous weapon from which is expelled a projectile by action of an explosive." UCA § 76-10-501(10)(a).

The law further provides that a qualified person may receive a permit "to carry a concealed firearm for lawful self-defense." UCA § 53-5-704(1).

A concealed firearm means "a firearm that is (i) covered, hidden or secreted in a manner that the public would not be aware of its presence; and (ii) readily accessible for immediate use." UCA § 76-10-501(3)(a).

Possession or use of a dangerous weapon by anyone on School Property, or in conjunction with any school activity, unless specifically authorized by law, is in violation of the law and Syracuse Arts Academy Policy. Employees in violation of this policy will be subject to disciplinary actions, which may include termination.

However, this policy does not apply if the possession is approved by the responsible school administrator or the item is present or to be used in connection with a lawful, approved activity and is in the possession or under the control of the person responsible for its possession or use. UCA § 76-10-505.5(4)(b), (c).

In accordance with the school's Safe Schools Policy and state law, students are prohibited at all times from possession or use of a weapon in or on School Property or in conjunction with any school activity.

Concealed Firearm Permit Exceptions and Clarification

Utah State law allows any holder of a valid concealed firearm permit to carry a concealed firearm on School Property. Because a concealed firearm must be readily accessible for immediate use, any person who carries a concealed firearm on School Property, must keep it on their person at all times, and it must be fully concealed. School employees are prohibited from keeping a concealed firearm in or on any property, fixture or furniture owned by the school. This includes but is not limited to desks, closets, cabinets, or any other property owned by and located on School Property. If a person carries a concealed firearm in any personal container, bag, briefcase, purse, backpack, etc., that item must be on the person at all times while on School Property.

School employees who obtain a concealed firearm permit do so at their own volition. Any employee's decision to carry or use a dangerous weapon will be the sole responsibility of that person as an individual, and no such action, including any lawful action, is taken as an employee by or on behalf of the school or is otherwise authorized or sanctioned by the school. Employees who have concealed carry permits are obligated to have knowledge of and adhere to state and local weapons laws.

SAA Weapons on School Property Policy
Board Approval Date: 10-06-16

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Syracuse Arts Academy
Wellness Policy

Preamble

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

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism and better performance on cognitive tasks. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This policy outlines the School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the School have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after school;
- The School engages in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the School in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.

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

School Wellness Committee

Committee Role and Membership

The School will convene a wellness committee (the "Committee") that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this wellness policy (the "wellness policy").

The Committee membership will represent all school levels and include, to the extent possible, but not be limited to stakeholders such as: parents and caregivers; students; representatives of the School nutrition program (e.g., School nutrition director); physical education teachers; health education teachers; School health professionals (e.g., health education teachers, School health services staff, and mental health and social services staff); School administrators; School board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. To the extent possible, the Committee will include representatives from each School campus building and reflect the diversity of the community.

Leadership

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

The Principal will make available to the School community each Committee member's name, contact information, and role on the Committee.

The Principal will designate a wellness policy coordinator who will ensure compliance with the policy.

Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

The School will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the School campuses, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. The School will use the Healthy Schools Program online tools (https://schools.healthiergeneration.org) to complete an assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that helps ensures implementation of the policy, and generate an annual progress report.

This wellness policy and the progress reports will be provided on the School's website.

Recordkeeping

The School will retain records to document compliance with the requirements of the wellness policy at the School's main office and/or on the School's central computer network. Documentation maintained in this location(s) will include but will not be limited to:

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

Annual Notification of Policy

The School will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The School will make this information available via the School website and/or School-wide communications such as email, phone calls, texts, and school marquee. The School will provide information about the school nutrition environment, such as specific programs and activities along with lunch menus related to the wellness policy implementation. Annually, the School will also provide notice through the school website of the name and contact information of the School personnel leading and coordinating the Committee, as well as information on how the public can get involved with the School wellness committee.

Triennial Progress Assessments

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

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

The Principal is responsible for managing the triennial assessment.

The Committee will monitor compliance with this wellness policy.

The School will notify households/families of the availability of the triennial progress report through the school's email and website.

Revisions and Updating the Policy

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

Community Involvement, Outreach and Communications

The School is committed to being responsive to community input, which begins with awareness of the wellness policy. The School will actively communicate ways in which representatives of Committee and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means. The School will use electronic mechanisms, such as email or displaying notices on the School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy.

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

Nutrition

School Meals

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

The School participates in USDA child nutrition programs, including the National School Lunch Program (NSLP). The School is committed to offering school meals through the NSLP program that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;

Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The School offers reimbursable school meals that meet USDA nutrition standards (https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals)

- The school will promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques (http://www.smarterlunchrooms.org/scorecard-tools/smarter-lunchrooms-strategies):
- Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
- Sliced or cut fruit is available daily.
- Daily fruit options are displayed in a location in the line of sight and reach of students.
- All available vegetable options have been given creative or descriptive names.
- Daily vegetable options are bundled into all grab-and-go meals available to students.
- All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
- White milk is placed in front of other beverages in all coolers.
- Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
- A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
- Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
- Student artwork is displayed in the service and/or dining areas.
- Daily announcements are used to promote and market menu options.

Water

The school will promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. The School will make drinking water available where school meals are served during mealtimes. Students will be allowed to bring and carry water bottles filled with only water with them throughout the school day.

Competitive Foods and Beverages

The School is committed to ensuring that all foods and beverages available to students on School property during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at www.foodplanner.healthiergeneration.org.

These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, in-school fundraisers, School stores and snack or food carts.

Celebrations and Rewards

All foods offered, but not sold, on School property will meet or exceed the following requirements:

1. Celebrations and parties. The School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the Alliance for a Healthier Generation (https://www.healthiergeneration.org/take_action/schools/snacks_and_beverages/celebrations/) and from the USDA (https://healthymeals.fns.usda.gov/local-wellness-policy-resources/wellness-policy-elements/healthy-celebrations).
2. Classroom snacks brought by parents. The School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The School will provide teachers and other relevant School staff a list of alternative ways to reward children (https://www.healthiergeneration.org/take_action/schools/snacks_and_beverages/non-food_rewards/). Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout School buildings, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by School staff, teachers, parents, students and the community.

The School will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs. This promotion will occur by ensuring that 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the School may use are available at http://www.foodplanner.healthiergeneration.org/.

Nutrition Education

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

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;

- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

Essential Healthy Eating Topics in Health Education

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

- Relationship between healthy eating and personal health and disease prevention;
- Food guidance from MyPlate (https://www.choosemyplate.gov);
- Reading and using FDA's nutrition fact labels;
- Eating a variety of foods every day;
- Balancing food intake and physical activity;
- Eating more fruits, vegetables and whole grain products;
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain trans-fat;
- Choosing foods and beverages with little added sugars;
- Eating more calcium-rich foods;
- Preparing healthy meals and snacks;
- Risks of unhealthy weight control practices;
- Accepting body size differences;
- Food safety;
- Importance of water consumption;
- Importance of eating breakfast;
- Making healthy choices when eating at restaurants;
- Eating disorders;
- The Dietary Guidelines for Americans (https://www.choosemyplate.gov/dietary-guidelines);
- Reducing sodium intake;
- Social influences on healthy eating, including media, family, peers and culture;
- How to find valid information or services related to nutrition and dietary behavior;
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully;
- Resisting peer pressure related to unhealthy dietary behavior; and
- Influencing, supporting, or advocating for others' healthy dietary behavior.

Food and Beverage Marketing in the School

The School is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while

minimizing commercial distractions. The School strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on School property that contains messages inconsistent with the health information the School is imparting through nutrition education and health promotion efforts. It is the intent of the School to protect and promote students' health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the School campus(es), consistent with the School's wellness policy.

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

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

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.
- Corporate brand, logo, name or trademark on School equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, the School will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is in financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the School.
- Advertisements in School publications or School mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

Physical Activity

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

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld** as punishment for any reason. The

School will provide teachers and other School staff with a list of ideas for alternative ways to discipline students.

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

Physical Education

The School will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the "*Essential Physical Activity Topics in Health Education*" subsection). The curriculum will support the essential components of physical education.

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

Elementary students will receive physical education for at least 60-89 minutes per week throughout the school year.

Secondary students are required to take the equivalent of one academic year of physical education.

The School physical education program will promote student physical fitness through individualized fitness and activity assessments (via the Presidential Youth Fitness Program (http://www.pyfp.org) or other appropriate assessment tool) and will use criterion-based reporting for each student.

Essential Physical Activity Topics in Health Education

Health education will be required in all elementary grades, and the School will require secondary students to take and pass at least one health education course. The School will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

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

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

Recess (Elementary)

The School's elementary campus(es) will offer at least **20 minutes of recess** on all days during the school year. If recess is offered before lunch, the campus(es) will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built in to the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather is feasible for outdoor play. In the event that the School must conduct **indoor recess,** teachers and staff will follow the indoor recess guidelines established by the administration that promote physical activity for students, to the extent practicable.

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

Classroom Physical Activity Breaks (Elementary and Secondary)

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

The School will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through USDA (https://healthymeals.fns.usda.gov/activities-and-tools-1) and the Alliance for a Healthier

Generation (https://www.healthiergeneration.org/take_action/schools/physical_activity/physical_activities/).

Active Academics

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

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

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

Before and After School Activities

The School offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The School will encourage students to be physically active before and after school.

Active Transport

The School will support active transport to and from school, such as walking or biking, to the extent it is safe and feasible. The School will encourage this behavior by engaging in *six or more* of the activities below:

- Designate safe or preferred routes to the School;
- Promote activities such as participation in International Walk to School Week, National Walk and Bike to School Week;
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area);
- Instruction on walking/bicycling safety provided to students;
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper;
- Use crossing guards;
- Use crosswalks on streets leading to the School;
- Use walking school buses;
- Document the number of children walking and or biking to and from school; and
- Create and distribute maps of the School environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.).

Other Activities that Promote Student Wellness

The School will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The School will

coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

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

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

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

Community Partnerships

The School will develop relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

Community Health Promotion and Family Engagement

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

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

Staff Wellness and Health Promotion

The Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

The School will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The School promotes staff member participation in health

promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

Professional Learning

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

SAA Wellness Policy
REVISION A
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