Mountain Heights Academy
LEADERS IN DIGITAL EDUCATION

Governing Board of Directors

Policies & Procedures Manual

Revised 12/16/2022

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Articles of Incorporation

Mountain Heights Academy
Articles of Incorporation
Adopted: August 6, 2008
Amended: March 15, 2013

ARTICLES OF AMENDMENT AND RESTATEMENT
OF THE ARTICLES OF INCORPORATION
OF
MOUNTAIN HEIGHTS ACADEMY, INC.
A UTAH NONPROFIT CORPORATION

Mountain Heights Academy, Inc., a Utah nonprofit corporation duly incorporated under the laws of the State of Utah, hereby amends and restates its Articles of Incorporation in accordance with the provisions of § 16-6a-1001 et seq. of the Utah Revised Nonprofit Corporation Act, as amended as follows:

1. The name of the nonprofit corporation is Mountain Heights Academy, Inc.

2. The Articles of Incorporation of the Corporation are hereby amended and restated in their entirety, and the text of the amended and restated Articles of Incorporation is set forth below.

3. These Amended and Restated Articles of Incorporation were adopted by a majority of the Corporation's Board of Directors on the 15th day of March, 2013, without member action; the Corporation does not have any voting members.

4. Besides the Corporation's Board of Directors, no other person is required to approve the following Second Amended and Restated Articles of Incorporation

IN WITNESS WHEREOF, these Articles of Amendment and Restatement are hereby executed, effective as of the 15th day of March, 2013.

Mountain Heights Academy, Inc.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MOUNTAIN HEIGHTS ACADEMY
A UTAH NONPROFIT CORPORATION

The undersigned, acting under the Utah Revised Nonprofit Corporation Act, Utah Code Ann. 16-6a-1001 et seq. (the "Act"), adopts the following Amended and Restated Articles of Incorporation (the "Articles"), which amend and restate the Articles of Incorporation previously adopted, and does hereby certify:

ARTICLE I

Name

The name of the Corporation shall be Mountain Heights Academy, a Utah nonprofit corporation (the "Corporation").

ARTICLE II

Principle Office/Place of Business

The principal place of business in Utah and the mailing address of the Corporation shall be 9067 S. 1300 W., #303, West Jordan, UT 84088. The business of the Corporation may be conducted in all states of the United States, and in all territories thereof, and in such other locations around the world as the Board of Directors shall determine.

ARTICLE III

Purpose

The purposes for which the Corporation is formed are exclusively for charitable, benevolent and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the "Code"). In furtherance of these purposes, the Corporation may engage in all lawful activities and pursuits consistent with the powers described in the Utah Revised Nonprofit Corporation Act and authorized by Code Section 501(c)(3), including, but not limited to, operating a Utah Charter School and all activities related thereto.

Furthermore, the Corporation is formed exclusively for purposes for which a corporation may be formed under the Utah Revised Nonprofit Corporation Act, and not for pecuniary profit or financial gain. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons or organizations, 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. The Corporation shall have the power to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment or attainment of any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster or attain any such purposes. No substantial part of the

activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent provided in Code Section 501(h)), and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on: (a) by a corporation exempt from federal income tax as an organization described in Code Section 501(c)(3); or (b) by a corporation, contributions to which are deductible under Code Sections 170(c), 2055(a) and 2522(a).

ARTICLE IV

Members/Stock

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

ARTICLE V

Board of Directors

1. The property, business and affairs of the Corporation shall be managed by a Board of Directors. The powers of this corporation shall be exercised, its property controlled, and its affairs conducted by a Board of Directors. The number of directors of the corporation shall be no less than five (5). Directors shall be elected to serve for terms of three (3) years.
2. The Directors shall be elected in the manner set forth in the Bylaws of the Corporation.
3. The Directors shall manage the business of the Corporation. Each Director shall hold office until such time as the Director resigns, or is replaced by the remaining Directors or by election. Vacancies on the Board shall be filled by a vote of the majority of the remaining Directors.
4. The names and addresses of the natural persons who are serving as the current Directors of the Corporation are as follows: (1) Jen Christensen, 9067 S. 1300 W., #303, West Jordan, UT 84088, (2) Bart Barker, 9067 S. 1300 W., #303, West Jordan, UT 84088, (3) Kelley Broadbent, 9067 S. 1300 W., #303, West Jordan, UT 84088, (4) David Wiley, 9067 S. 1300 W., #303, West Jordan, UT 84088, (5) Deidre Henderson, 9067 S. 1300 W., #303, West Jordan, UT 84088, (6) Gwendolyn Smith, 9067 S. 1300 W., #303, West Jordan, UT 84088.

ARTICLE VI

Officers

The Officers of the Corporation shall be as set forth in the Bylaws.

ARTICLE VII

Distribution on Dissolution

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, transfer the assets of the

Corporation to the Utah State Board of Education.

ARTICLE VIII

Registered Office/Agent

The name of the natural person who is to serve as the Registered Agent of the Corporation is Gabriel S. Clark. The address of the Corporation's registered office shall be: 352 N. Flint St., Kaysville, UT 84037.

ARTICLE IX

Amendment

These Articles may be amended from time to time, in whole or in part, by the affirmative vote of a majority of the whole number of Directors. Any such amendments shall be consistent with the Corporation's status as a tax-exempt organization under Code Section 501(c)(3).

ARTICLE X

Bylaws

The Board may adopt bylaws that are not inconsistent with law or these Articles for the regulation and management of the affairs of the Corporation.

ARTICLE XI

Indemnification

To the extent permitted or required by the Act and any other applicable law, if any Director or officer of the Corporation is made a party to or is involved in any proceeding because such person is or was a Director or officer of the Corporation, the Corporation (i) shall indemnify such person from an against any judgments, penalties, fines, amounts paid in settlement and reasonable expenses incurred by such person in such proceeding, and (ii) shall advance to such person expenses incurred in such proceeding.

IN WITNESS WHEREOF, the foregoing Amended and Restated Articles of Incorporation are hereby executed, effective as of the15th day of March, 2013.

ACCEPTANCE OF APPOINTMENT

The undersigned, Gabriel S. Clark, an individual resident of the State of Utah over the age of eighteen (18) years, named herein as the registered agent for Mountain Heights Academy, hereby acknowledges and accepts the appointment as registered agent for said Corporation.

Arrest Reporting Policy

Mountain Heights Academy
Arrest Reporting Policy
Adopted: August 4, 2009
Amended: October 5, 2015

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.

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 Director 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 Director within seven (7) days of receiving notification of this policy from the Director. Thereafter, employees of the School must submit required reports to the Director 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 Director 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 Director 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 Director's determination and any action taken will be maintained in a separate, confidential employment file. These records will only be kept as long as the Director determines it is necessary to protect the safety of students.

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

Attendance Policy

Mountain Heights Academy
Attendance Policy
Adopted: July 14, 2009
Amended: October 5, 2018
Reviewed: June 12, 2020
Reviewed: June 18, 2021

Purpose

Mountain Heights Academy (the "School") is committed to providing a quality education for every student. The School firmly believes that consistency in schoolwork teaches students responsibility. Students learn the value of planning and preparation. Long breaks between work and infrequent attention to coursework results in a loss of continuity of instruction. Inattentiveness to school work may lead to a student's failure to earn credits required for graduation and possibly permanent dismissal from the School.

However, the School realizes that students and their families are attracted to the School because of its innovative approach to education and unique educational platform. The School strives to provide a great deal of flexibility for its students in connection with their studies.

Policy

It is the policy of the School that it provide at least 990 instructional hours over the course of each school year, to full-time students, as required by Utah Administrative Rule R277-419-4.

The School recognizes that, pursuant to Utah Administrative Rule R277-419-4, the School is not subject to the requirement that students attend 180 school days each year and therefore does not require students to "attend" school for a certain number of days each year.

However, the School recognizes the need for students to work regularly and consistently in order to complete their courses and the required hours of instruction, so students are to log-in regularly and at a minimum of once a week. Accordingly, the School's Director will work with a committee designated by the Board of Directors to develop procedures to ensure that students obtain the required instructional hours while preserving the flexibility that the School's student population values.

Background Check Policy

Mountain Heights Academy
Background Check Policy
Adopted: April 6, 2011
Amended: May 26, 2016

Policy

The purpose of this policy is to protect the safety, health and security of Mountain Heights 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.

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.

Board Rules of Order and Procedure

Mountain Heights Academy
Board Rules of Order and Procedure
Adopted: April 8, 2019
Amended:

Pursuant to Utah Code § 53G-5-413, Mountain Heights Academy (the "School") hereby adopts the following rules of order and procedure to maintain order and govern conduct at the meetings of the School's board of directors (the "Board").

(1) **Public Meetings**. Board meetings will be convened, and Board business will be conducted in accordance with the applicable provisions of the Utah Open and Public Meetings Act.

(2) **Board Size & Quorum Requirement**. The Board consists of no fewer than (5) and no more than seven (7) members. A quorum of Board members must be present at any meeting to take official Board action. A quorum consists of a majority of the current Board members.

(3) **Meeting Agenda**. An agenda for each Board meeting will provide notice of the business to be conducted and topics to be considered by the Board.

(4) **Presenting Business**. As a general rule of order, a member of the Board should present an item of business by motion prior to voting. If the motion is seconded by another member of the board, the motion should then be considered and voted upon by the Board members present at the meeting.

(5) **Board Action & Voting**. The minimum number of "yes" votes required to pass any resolution or to take any action, unless otherwise prescribed by law or the School's Bylaws, is a majority of the voting members of the Board present at the meeting.

(6) **Public Comment**. The Board encourages public engagement and frequently schedules time to hear from members of the public. Public comment time is placed on the agenda at the Board's discretion.

The following rules apply to public comment at Board meetings:

a) Members of the public wishing to speak to the Board must include their name and the agenda item or topic they wish to address on the "Public Comment Sign Up Form" that is available prior to the meeting.

b) Speakers will be given up to three (3) minutes to address the Board. Speakers representing large groups may request up to six (6) minutes to address the Board.

c) The Board will not take public comment on personnel issues or statements regarding the character, professional competence, and the physical or mental health of an individual during a Board meeting.

d) The Board is unable to deliberate or take action on items raised during the public comment period that are not on the meeting agenda.

e) Persons who disrupt Board meetings will be removed from the meeting.

f) The Board chair, at his/her discretion, reserves the right to end public comment at any time.

(7) **Board Member Code of Conduct**

a) Members of the Board will conduct themselves in a civil and respectful manner during Board meetings and when acting in their official capacity as a member of the Board.

b) Members of the Board will abide by state and federal laws and School policies and refrain from personal or professional conduct that would bring censure, ridicule, damage, or reproach upon the Board or the School.

c) The Board only exercises its authority by taking official action through voting in a public Board meeting. Members of the Board have no individual authority to act on behalf of the Board unless expressly authorized by the Board. Individual members of the Board should not speak on behalf of the Board without prior Board approval.

d) Members of the Board will maintain the confidentiality of information obtained in closed session or other confidential information otherwise obtained in their official capacity as a member of the Board.

(8) **Governing Law**. If any provision contained in these Board Rules of Order & Procedure conflict with law or the Board's Bylaws, the applicable law or the Board's Bylaws will govern.

Budgeting Policy

Mountain Heights Academy
Budgeting Policy
Adopted: June 12, 2020
Amended: December 17, 2021

Policy

Mountain Heights 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 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 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

Whenever 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.

Bullying and Hazing Policy

Mountain Heights Academy
Bullying and Hazing Policy
Adopted: October 5, 2010
Amended: May 17, 2017
Amended: October 5, 2018
Amended: October 23, 2020
Amended: October 28, 2022

Purpose

The purpose of this policy is to prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct involving Mountain Heights 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 Director.

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 Director 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 Director 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 Director 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 Director 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 Director 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 Director 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 Director or his/her designee will provide the parent or guardian the required notification by email.

The Director 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 Director 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 Director 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 Director 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 Director or his/her designee will investigate allegations of these incidents and will have adequate training to conduct such an investigation. The 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 Director 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 Director 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 or guardians of all parties to:

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

(2) inform parents or 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 School Director orally or in writing. If the School employee is not satisfied with the Director 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 Director 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 Director 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 Director believes that any victim or perpetrator of conduct prohibited by this policy would benefit from counseling, the Director may refer such individuals for counseling.

If the Director believes that it would be in the best interests of the individuals involved, the Director 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 Director 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 Director 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:

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

(2) 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;

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

(4) 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

(5) 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 Director.

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 Director 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.

Bylaws

Mountain Heights Academy
Bylaws
Adopted: July 14, 2009
Amended: March 15, 2013

Amended and Restated
Bylaws
of
Mountain Heights Academy

ARTICLE I
Name

Section 1: The name of the organization is **Mountain Heights Academy** (the "corporation").

ARTICLE II
Purpose

Section 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 iii
Members

Section 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 of Directors. All rights, which would otherwise by law vest in the members, shall vest in the board.

ARTICLE IV
Board of Directors

Section 1: Board Role. The Board of Directors 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.

Section 2: Board Size-Composition. The Board of Directors shall consist of no fewer than five (5) members and no more than nine (9).

Section 3: Board Selection. Board members shall be sought who reflect the qualities, qualifications, and diversity determined by the Board.

Section 4: Board Nomination. The Mountain Heights Academy Governance Committee shall present a slate of potential Directors for election by the Board of Directors. This slate shall be presented at the annual meeting of the Board.

Section 5: Terms. Directors shall serve three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings. After election, the term of a Director may not be reduced, except for cause as specified in these bylaws. No Director shall serve more than three (3) consecutive, three-year terms. Directors shall take office immediately following the annual meeting at which their appointment is announced. Fulfilling an incomplete term is not considered part of the term limit. Directors shall serve staggered terms to balance continuity.

Section 6: Election and Vacancies. Any vacancy occurring in the Board of Directors and any position to be filled by reason of an increase in the number of Directors may be filled, upon recommendation of a qualified candidate by the Governance Committee, by the affirmative vote of the majority of the seated Directors. A Director elected to fill a vacancy created by the resignation or removal of a Director from office shall be elected to fill the unexpired term of his/her predecessor in office.

Section 7: Resignation. A Director may resign at any time by filing a written resignation with the Chair of the Board.

Section 8: Removal. The Board may remove any Officer or Director with or without cause by two-thirds (2/3) vote of the remaining Board of Directors.

Section 9: Members of the Board of Directors.

a. Shall receive no payment of honoraria, excepting reimbursements for expenses incurred in performance of voluntary Corporation activities in accordance with the Corporation policies.

b. Shall serve the Corporation with the highest degree of duty, loyalty, and care and shall undertake no enterprise to profit personally from their positions with the Corporation.

c. Shall have no direct or indirect financial interest in the assets or leases of the Corporation; any Director who individually or as a part of a business or professional firm is involved in the business transactions or current professional services of the Corporation shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

Section 10: 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 of Directors 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.

Section 11: 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. 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 12: Specific Powers. Without prejudice to its general powers, but subject to the same limitations set forth above, the Board of Directors 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.

ARTICLE V
Officers

Section 1: Officers. The elective officers of the Corporation shall be Chair, Vice-Chair, Secretary, and Treasurer.

Section 2: Election. The Mountain Heights Academy Governance Committee shall present a slate of Officers to the Board of Directors. The nominated Officers shall be drawn from among the members of the Board of Directors. The election of officers shall be held at the annual meeting of the Board by the affirmative vote of the majority of the seated Directors.

Section 3: Terms. The newly elected Officers shall take office immediately following the annual meeting at which they are elected and the term of office shall be one (1) year, or until respective successors assume office. A Director may serve more than one (1) term in the same office.

Section 4: Removal. The Board may remove any Officer with or without cause by two-thirds (2/3) vote of the remaining Board of Directors.
Section 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 6: Vacancies. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair or Secretary-Treasurer becomes vacant, the Chair shall appoint an interim Officer to fill such vacant office until a scheduled meeting of the Board can be held to elect a new Officer to fill the unexpired portion of the term.

ARTICLE VI
Meetings

Section 1: Regular Meetings. The Board of Directors shall meet regularly at such times as may be determined by the Board. Meetings of the Board may be held at any 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 three (3) business days prior to the scheduled board meeting, a description to the then acting secretary of the corporation. However, the Chair of the Board shall have discretion regarding what items shall be included on meeting agendas. The Board shall select its own meeting format in any method allowed by the laws of the state of Utah. Notice of all regular and special meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Directors prior to the meeting.

Section 2: Annual Meeting. 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.

Section 3: Special Meetings. 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 and after proper notification to the public as required by Utah law.

Section 4: Quorum. A quorum consists of a majority of the current Board of Director members. 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, except where otherwise required by these Bylaws. 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 5: Proxies. Voting by Directors by proxies shall not be permitted.

Section 6: Alternates. An absentee Board member may not designate an alternate to represent him or her at a Board meeting.

Article VII
Director/Principal and Staff

Section 1: Director/Principal. The Director/Principal is hired by the Board of Directors. The Director/Principal has day-to-day responsibility of the school, including carrying out the school's goals and Board policy. The Director/Principal will attend all Board meetings, report on the progress of the school, answer questions of Board members and carry out the duties described in the job description. The Board can designate other duties as necessary.

ARTICLE VIII
Committees and Task Forces

Section 1: The Board may, by resolution adopted by a majority of the Directors, provided that a quorum is present, create one or more standing committees, each consisting of at least one (1) member of the Board, to serve at the pleasure of the Board.
Section 2: The Chair shall appoint task forces of the Board, which may be composed of Directors or community members, or both. The Board may prescribe the need and/or the composition of such task forces.

ARTICLE IX
Fiscal Year

The fiscal year of the corporation shall begin on July 1 of each calendar year and terminate on June 30 of the same year.

ARTICLE X
Amendments

Section 1: These Bylaws may be amended when necessary by two-thirds (2/3) vote of the Directors then in office.

Capitalization and Expense Policy

Mountain Heights Academy
Capitalization and Expense Policy
Adopted: March 31, 2009
Amended: August 6, 2021

Purpose

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

Policy

Items, including associated components necessary to use the item, which (a) have a fair market value over $5,000.00 and (b) have a useful life of more than three (3) years shall be depreciated rather than expensed. The period of time items will be depreciated will be based on the length of the item's useful life.

Cash Handling Policy

Mountain Heights Academy
Cash Handling Policy
Adopted: September 9, 2013
Amended: September 15, 2017
Reviewed: June 3, 2020
Reviewed: April 21, 2021
Reviewed: August 5, 2022

Policy

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

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

All cash received by the School must be properly documented.

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 Director 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.

Child Abuse and Neglect Reporting Policy

Mountain Heights Academy
Child Abuse and Neglect Reporting Policy
Adopted: October 5, 2010
Amended: December 15, 2017
Amended: October 5, 2018
Amended: August 28, 2020

Purpose

Mountain Heights 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 ("DCFS"). The law provides serious penalties for failure to fulfill one's duty to report.

This policy should help the School's personnel to understand and fulfill their legal responsibilities concerning child abuse.

Policy

1. If a School employee, including an independent contractor providing services to the School, ***has reason to believe*** that a student of the School 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 DCFS. The employee shall also make a report to the School's Director, but the requirement to notify the Director 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 Director 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 Director within twenty-four (24) hours. The Director 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 Director will preserve the anonymity of the person making the report and any others involved in any investigation.

2. 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 Director 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.

3. 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.

4. If the suspected perpetrator of child abuse or neglect is a School employee, the Director 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.

5. 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.

6. The Director 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.

7. 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.

8. 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.

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

10. 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.

b. 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.

References

Utah Code Ann. §§ 53E-6-701; 62A-4a-402, et seq.
Utah Administrative Rules R277-401

CONFIDENTIAL

Child Abuse and 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:**

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

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

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:	

DO NOT PLACE THIS FORM IN THE STUDENT'S FILE

Civil Rights Policy

Mountain Heights Academy
Civil Rights Policy
Adopted: October 5, 2015
Amended: August 28, 2020

Policy Against Discrimination, Harassment and Sexual Harassment

It is policy of Mountain Heights 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 School 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.

<u>Response to Sexual Harassment</u>

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 School Director, if the Title IX Coordinator is not the School 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 School 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 School Director. Notice of sexual harassment should be given to the Title IX Coordinator designated by the School Director.

If the complaint is against the School 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 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 School 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 Director.

Communications Policy

Mountain Heights Academy
Communications Policy
Adopted: February 3, 2010

Article I
Policy

Effective and constructive communications with the media are critical to Mountain Heights Academy's ability to carry out its mission, meet the expectations laid out in the charter, and promote continued public support for the school. Effective media relations best serve the school by:

- accurately conveying the school's established mission and vision
- shaping and elevating the perception of charter schools and MHA specifically
- promoting the school's achievements, activities and events of significance
- expanding the general visibility of Mountain Heights Academy
- ensuring that accurate information is conveyed to the public regarding incidents and issues of a controversial and/or sensitive nature.

Members of the MHA Governing Board, Faculty and Staff must be careful to represent the Governing Board's approved position in all situations. Board Members will not use their affiliation with MHA or the Board to promote positions that were not formally discussed and approved by the Board. In the event that a Board Member intentionally misrepresents the position of the Board or openly engages in activities which are in conflict with the mission or charter of MHA, that Board Member will be considered for removal from office. If the Director, Faculty or Staff intentionally misrepresent the position of the Board, probationary measures may be taken and their continued employment with MHA may be in jeopardy.

The Director of Mountain Heights Academy shall serve as the official school spokesperson, as designated by the Board, and convey the official school position on issues of general school-wide impact or significance or situations that are of a particularly controversial or sensitive nature as directed by the Board. Inquiries from the media about such issues should be referred to the Director.

Depending on the specific circumstances, the Director may designate a Board Member or faculty member to serve as spokesperson on a particular issue.

In the event of a crisis or emergency situation, the Director will handle all contacts with the media, and will coordinate the information flow from the school to the public. In such situations, all parties should refer calls from the media to the Director of Mountain Heights Academy.

Under any circumstances the Board may intercede and determine the spokesperson and methods for media communication.

Article II
General Procedures For Dealing With The Media

The Director serves as the primary contact for all media inquiries involving issues with school-wide significance and/or are issues of a controversial or sensitive nature. All media inquires of this nature should be referred to the Director of the Mountain Heights Academy.

MHA Faculty and Staff must refer all media inquires having any association to their employment at MHA or MHA in general to the Director.

Members of the Governing Board are free to respond to requests from the media regarding their research or professional expertise. In such cases, the Director should be notified as soon as possible to inform him/her of the contact. Such notification can be particularly important if follow-up inquiries are made with other school personnel to ensure a coordinated, consistent school response.

Since positive media solicitation is an integral element of the school's communications program, any ideas for articles or pieces that would positively portray the school should also be brought to the attention of the Director. In a similar manner the Director should be notified immediately about negative occurrences that are likely to rise to the level of a news story.

Guidelines for Communicating with the Media

- Obtain the name of the person calling, the media organization and, if available, the anticipated time of release of information in print or broadcast. This information should be included when the notification is made to the Director.
- The best approach with the media is to be prompt, helpful and honest. All contacts from the media should be returned as soon as possible, in deference to reporters' deadlines. At the most, a call should be returned within a half-day. If that is not possible, an alternate employee (if appropriate) or the Director should be asked to handle the call.
- Make sure you understand each question from the media before answering. If you cannot answer the question, or are uncomfortable providing a response, take the reporter's number

and advise him/her that someone who can provide the information will contact him/her as soon as possible. Then follow-up by contacting the Director of Mountain Heights Academy.

- Do not offer speculations or gossip. Do not answer a reporter's question with "no comment." Do not be condescending or underestimate the reporter's intelligence, but make sure the reporter understands your responses. Provide your phone number and/or e-mail address for follow-up questions.
- Remember that in responding to the media, you can be seen as representing and speaking for the school. Personal opinions should be clearly and carefully identified as such.
- Issues that should not be discussed with reporters are 1) legal issues, 2) personnel issues, 3) questions that involve school integrity, such as ethics or issues that may result in harm to others, or 4) a school crisis or emergency. Refer all such inquiries to the Director of Mountain Heights Academy.
- Any media inquiries that involve information about specific students should be forwarded to the Director of Mountain Heights Academy. Such inquiries will be handled in strict compliance with the Family Educational Rights and Privacy Act (FERPA.) This federal law protects the confidentiality of a student's education record. Information that may be given includes information found in a directory: the student's full name, local address and phone number, dates of attendance and degrees, honors and certificates received, and class level (e.g. freshman). Grades may only be provided to the media if a student wishes to release the information in connection with an award or scholarship.
- Any media inquiries regarding MHA faculty or staff should be referred to the Director of Mountain Heights Academy. Only public information may be provided without the employee's written approval. Public information is the following: verification of employment, name of job title/position, full or part-time status, name of department, department address and phone number, employment starting date, salary/grade, rank.

Article III
School Emergency / Crisis

Crisis communications have a lasting impact on institutional reputation and public support. How well we convey our message to the public greatly depends on what is reported to the news media. This is especially true in a crisis, during which the news media is the primary means of communication to the public. Because of the emotions that usually accompany crises, images formed from crisis reporting are especially important in shaping long-lasting public impressions of the institution.

The Director is responsible for the development and dissemination of all school communications in the event of an emergency. This includes internal communications with parents, students, faculty and staff, as well as communications with the media. The priority will be on maintaining

timely and open communications with the media, providing complete and accurate information that has been confirmed about the emergency situation and the school's response to the crisis at hand. The MHA Web site will be utilized as a key medium for updating our school community and the public on the details of the emergency situation and actions we are taking to address all related issues.

In an emergency faculty, staff and students have a right **not** to speak with the media. Any situations where individuals feel a reporter has abused their rights should be reported to the Director.

A communication information center may be established, if a high volume of incoming phone calls are expected.

Article IV
Contact Information

DeLaina Tonks-Director of Mountain Heights Academy
E-mail: delaina.tonks@mountainheightsacademy.org
Call or text: 801-725-3396 -- Fax: 801-367-4181

Article V
Submitting Media Report

In order to make the sharing of media information more convenient please fill out either a **Media Contact Report** to alert the Director of a media contact that has already occurred, or fill out a **News Advisory Report** to share the details of upcoming events or positive, newsworthy stories that may benefit MHA.

This form allows the user to share the details about any media contact that has already occurred.
MEDIA CONTACT REPORT

This form allows the user to share the details of upcoming events or positive, newsworthy stories.
NEWS ADVISORY REPORT.

Conflict of Interest Policy

Mountain Heights Academy
Conflict of Interest Policy
Adopted: May 19, 2017

Purpose

The purpose of this Conflict of Interest Policy is to protect Mountain Heights Academy (the "School") when it contemplates any transaction or arrangement that could benefit the private interest of an officer or director of the School. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit or charitable organizations or charter schools organized and operating in the State of Utah.

Policy

Compensation

A director shall not have any direct or indirect pecuniary interest in a contract or other arrangement with the School. A director shall not furnish directly and for compensation any labor, equipment, or supplies to the School.

Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of a pecuniary 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. 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. Compensation includes direct or indirect remuneration as well as gifts or favors that are not insubstantial.

Conflict of Interest Determination

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 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 possible 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.

Course Substitution Policy

Mountain Heights Academy
Course Substitution Policy
Adopted: February 3, 2010
Amended: October 5, 2018

Policy

Mountain Heights 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 Director 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 Director will decide whether to grant course substitution requests based on the Director'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 Director'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 Director's decision.

The Board President or another board member designated by the Board President will review the appeal and the Director'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.

Credit Card Policy

Mountain Heights Academy
Credit Card Policy
Adopted: August 17, 2018
Revised: December 14, 2018

Purpose

The purpose of this policy is to authorize the Director to obtain credit cards for employees of Mountain Heights 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 each card issued to a School employees will be $5,000 and for the Director $15,000. However, in the event a purchase needs to be made that exceeds this amount, the credit limit may be temporarily increased with the approval of the Board of Directors in order to make the purchase and then decreased back to the normal limit as soon as practicable.

Procedures for Issuing Cards

The Director will be issued a credit card, along with the Assistant Director, and the Tech Director. Additional School employees may be issued credit cards as approved by the Board of Directors. The Director will coordinate the issuance of authorized credit cards to School employees with Academica West.

The 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 can 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 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 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 Director, and the Director will notify Academica West to have the card cancelled.

Credit Evaluation Standards and Guidelines

Mountain Heights Academy
Credit Evaluation Standards and Guidelines
Adopted: February 3, 2010

Purpose

The purpose of this policy is to ensure equity and fairness to all students when evaluating credit earned at institutions other than Mountain Heights 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 schools accredited by Northwest Association of Accredited Schools ("NAAS") and by regional or third party accrediting associations recognized by NAAS.

2. The School shall accept student credit at face value from a nonpublic school if the school was evaluated by NAAS consistent with credit approval criteria as outlined by Utah Administrative Rule R277-410-4.

3. Requests for acceptance of credit from a school that is not accredited, or an accredited school that did not satisfy all criteria of Utah Administrative Rule R277-410-4B will be referred to the Credit Evaluation Committee, which shall be established by the School's Director, 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.

4. 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.

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

6. 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.

Donations and Fundraising Policy

Mountain Heights Academy
Donations and Fundraising Policy
Adopted: September 9, 2013
Amended: August 23, 2019
Reviewed: June 12, 2020
Amended: August 28, 2020
Reviewed: June 18, 2021

Although Mountain Heights 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. However, the School reserves the right to use any donated property as it sees fit. The School may not accept donations with the condition that the donation provide direct benefit to specific School employees, students, vendors, or service providers, or that the School purchase a specific brand of goods with the donated funds. The Director is responsible for ensuring that donor restrictions of accepted donations are complied with and that compliance can be verified. The Director will ensure that charitable donation receipts are provided to donors as necessary.

The Director must approve voluntary donations from private individuals or organizations 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 individuals or organizations in excess of $10,000.

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

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

Fundraising

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

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

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

1. The fundraising activity must be undertaken with the intent of obtaining a benefit consistent with the School's mission.
2. The fundraising activity must not violate the School's charter, Board policies, or applicable law.
3. Proposals for fundraising activities must be submitted to the School's Director for approval.
4. The Director 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, regardless of whether it is an individual fundraising activity or a group fundraising activity. However, School employees may be assigned to supervise students in connection with School-sponsored fundraising activities in connection with their employment. Such employees may be compensated for such work as appropriate as determined by the Director.

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 Director.
10. The Director 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. Funds raised by a student through an individual fundraising activity shall offset the cost of the student's fees.
11. All funds raised through school-sponsored fundraising activities are considered public funds and will be handled accordingly. The Director will ensure that all other applicable fiscal policies are complied with in connection with fundraising activities. The Director will also ensure the School complies with the requirements of Rule R277-113 when using alternative methods of raising revenue that do not include students.
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 Director will ensure that charitable donation receipts are provided as necessary.
14. The School's employer identification number and sales tax exemption number may only be used by School personnel in connection with school-sponsored activities. No other entity, including the School's parent organization, may use these numbers.
15. Any School employee involved in managing or overseeing non-School-sponsored fundraising must disclose to the Director 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 Director'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 Director and the representatives of the outside entity. This must take into consideration the School's fiduciary responsibility for the management and use of public funds and assets.
17. The School is committed to principles of gender equity and compliance with Title IX guidance. The School commits to use all facilities, unrestricted gifts and other available funds in harmony with these principles. The School reserves the right to decline or restrict donations, gifts, and fundraising proceeds, including those that might result in

gender inequity or a violation of Title IX. Fundraising opportunities should be equitable for all students, comply with Title IX, and be in harmony with Article X of the Utah Constitution.

The Director 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 annually.

Dual Enrollment Policy

Mountain Heights Academy
Dual Enrollment Policy
Adopted: May 21, 2009
Amended: July 12, 2013

Purpose

The purpose of this policy is to articulate the Mountain Heights Academy (the "School") position on dual enrollment of students in both the School and in public charter or district schools of residence as well as for private school and home schooled students. The School desires to accommodate students seeking to dually enroll in order to pursue educational opportunities not currently available at the School, but the School desires to ensure that the dual enrollment of students does not create negative financial implications for the School.

Policy

Students may be dually enrolled in both the School and in a public school of residence, private school or home school under the conditions set forth herein if there is a reasonable educational basis for the dual enrollment.

At a minimum, four of the credits or classes in which the student is enrolled in at the School must be core subject matter classes (i.e., language arts, math, science, or social studies). Students in grades 7-8 must enroll in a minimum of four (4.0) credits at the School. Students in grades 9-12 must enroll in a minimum of five and a half (5.5) credits at the School.

Students may not enroll for more than two (2.0) credits at their district or other charter school, not to exceed the total number of credits allowed by the educational institution. Elective courses are limited to the same number of elective courses available to students in the same age appropriate grade.

Requests for dual enrollment must be submitted to the School using the approved form available on the School website. The dual enrollment form must be filled out in its entirety and submitted by the appropriate deadline in order to receive consideration.

Students and their parents or guardians are responsible for securing the student's enrollment in and satisfying any requirements for earning credit and graduating from a public charter or district school of residence, private school, or home school.

E-Rate Gift Policy

Mountain Heights Academy
E-Rate Gift Policy
Adopted: October 7, 2013

It is the policy of Mountain Heights 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 regardless of whether a competitive bidding process is taking place. Notwithstanding the foregoing, this policy is not intended to discourage charitable giving.

E-Rate Procurement Policy

Mountain Heights Academy
E-Rate Procurement Policy
Adopted: October 7, 2013

In selecting service providers for all eligible goods and/or services for which Universal Service Fund ("E-Rate") support will be requested, Mountain Heights 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.

E-Rate Record Retention Policy

Mountain Heights Academy
E-Rate Record Retention Policy
Adopted: October 7, 2013

It is the policy of Mountain Heights 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).

Early College Funding Policy

Mountain Heights Academy
Early College Funding Policy
Adopted: December 11, 2015

Mountain Heights Academy (the "School") seeks to provide its students with opportunities to obtain college credit while attending the School. The School will therefore pay ½ tuition for students' early college courses at any Utah college or university willing to accept the School's students into their early college programs. Students are responsible for payment of the remaining ½ tuition and any fees.

Electronic Board Meetings Policy

Mountain Heights Academy
Electronic Board Meetings Policy
Adopted: March 3, 2009
Revised: March 11, 2016
Revised: October 28, 2022

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.

Employment of Relatives Policy

Mountain Heights Academy
Employment of Relatives Policy
Adopted: July 14, 2009

A relative is defined as a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Relatives may be employed by MHA except in circumstances where a relative is directly supervising the work activities of another relative; or where a relative is solely controlling the budget from which another relative is paid. If a relative of a charter school officer is to be considered for employment, the charter school officer shall: disclose the relationship, in writing, to the other charter school officers; submit the employment decision for the approval, by majority vote, to the charter school's governing board; abstain from voting on the issue; and be absent from any meeting when the employment is being considered and determined.

Enrollment and Lottery Policy

Mountain Heights Academy
Enrollment and Lottery Policy
Adopted: March 3, 2009

Purpose

To provide guidelines on appropriate procedures on enrollment and lottery processes.

Policy

In regards to applications, enrollment, and lottery procedures, Mountain Heights Academy will follow all state and federal laws and guidelines.

Ethics Policy

Mountain Heights Academy
Ethics Policy
Adopted: September 9, 2013

Mountain Heights 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.

Family Educational Rights to Privacy Act (FERPA) Policy

Mountain Heights Academy
Family Educational Rights to Privacy Act (FERPA) Policy
Adopted:
Amended: October 5, 2015

Policy

The purpose of this policy is to encourage positive parental involvement in the education of children attending Mountain Heights 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.

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 (Director, teacher, administrator, 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 school Director.

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 Director decides not to amend the record as requested, the 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 Principal/Director will determine which individuals have a legitimate educational interest in having access to particular data. In general, this will include the Principal/Director, 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 Principal/Director.

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 Principal/Director.

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 Principal/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.

Fee Waiver Policy

Mountain Heights Academy
Fee Waiver Policy
Adopted: October 14, 2009
Amended: October 5, 2018
Amended: February 14, 2020
Amended: August 28, 2020
Renewed: December 18, 2020
Renewed: February 11, 2022

Purpose

Mountain Heights 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 Director (the "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 may be charged in grades 7-12 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.

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 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.

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.

School Fee Collections & Accounting Procedures

It is the responsibility of the 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 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.

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 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 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 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 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 Director to discuss the parent's concerns. If, after meeting with the 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 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.

Financial Reporting Policy

Mountain Heights Academy
Financial Reporting Policy
Adopted: September 15, 2017
Reviewed: June 3, 2020
Reviewed: April 21, 2021
Reviewed: August 5, 2022

Purpose:

The purpose of this policy is to ensure that Mountain Heights 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.

Home School Student Participation in Statewide Assessments Policy

Mountain Heights Academy
Home School Student Participation in Statewide Assessments Policy
Adopted: February 10, 2017 (Home School Student Participation in U-PASS Policy)
Amended: October 23, 2020

Policy

The purpose of this policy is to set forth the responsibilities of Mountain Heights Academy (the "School") in the event a home school student requests to participate in 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; and

(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.

At the discretion of the Director, 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 testing 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 campus(es) 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.

Information Technology Security Policy

Mountain Heights Academy
Information Technology Security Policy
Adopted: September 15, 2017
Reviewed: June 3, 2020
Reviewed: April 21, 2021
Reviewed: August 5, 2022

Purpose

Mountain Heights 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 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.

Training

On an annual basis, the School shall provide appropriate training to its employees, aides, and volunteers regarding information technology security matters.

Investment Policy

Mountain Heights Academy
Investment Policy
Adopted: November 13, 2009
Amended: December 15, 2017

Purpose

Mountain Heights Academy (the "School") shall invest its cash assets in such a manner as to comply with the requirements of the Section 51-7-1 et seq., Utah Code Ann., State Money Management Act (the "Act").

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 investment 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 investment policy and exercise due diligence, shall be relieved of personal responsibility for credit or market prices 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 investment 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 Director's 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 institute with a Utah office that shall be the custodian for all investments made by the School, except for the PTIF investments, which shall be 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 both the Director and the School's Management Company.

LEA-Specific Educator License Policy

Mountain Heights Academy
LEA-Specific Educator License Policy
Adopted: August 29, 2020
Amended: April 15, 2022

Purpose

Mountain Heights 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 focus.

3. Consider the extent to which each candidate has training in the content area and the ability to facilitate student learning in that content area.

4. Consider the extent to which each candidate has experience and the ability to effectively teach courses.

5. Consider whether the LEA-specific educator license is sought in a content area in which there is a shortage of qualified educators in the state.

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

1. Consider whether the educator is a certified teacher in other content areas.

2. Consider whether the number of periods to be taught under the LEA-specific license, license area, or endorsement constitutes a full teaching load.

3. Consider whether the School currently employs or is hiring a teacher who does not have a degree or endorsement in the content area but who can also teach other areas in which they are licensed.

4. Consider whether the educator has demonstrated proficiency in teaching these courses.

5. Consider whether the administration has identified other qualified candidates with the necessary dual licensing.

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

Educator Preparation and Support

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).

Library Materials Policy

Mountain Heights Academy
Library Materials Policy
Adopted: August 28, 2022

Purpose

The purpose of this policy and its accompanying procedures is to help ensure that Mountain Heights 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 library shall promote intellectual and academic freedom by providing students with thoughtful access to a wide range of balanced, relevant, age-appropriate materials. The library 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 library 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 collection and program. The School's library collection shall not contain any "sensitive material" as that term is defined by Utah Code § 53G-10-103; that is, the School's library collection 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 collection, 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 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 collection.

Parent Grievance Policy

Mountain Heights Academy
Parent Grievance Policy
Adopted: August 3, 2012

The purpose of this policy is to clarify for parents a process by which concerns can be addressed. The Board of Directors of Mountain Heights Academy (the "School") values open communication between parents, faculty, staff, administration, and the Board. The Board encourages active parent participation in their children's education, and hopes that parents will feel empowered to voice their opinions, volunteer in and out of the classroom for the School, and work as a team to provide the best education for their children. The Board also believes that individuals can generally resolve their own disputes through open, respectful communication. If a situation arises that cannot be resolved between the parties involved, then this policy will be used. The purpose of this policy is to ensure that parents understand how to pursue the resolution of grievances, concerns and disputes involving the School.

Concerns Involving School Personnel

A parent who has a complaint involving a teacher, staff member or member of the School's administration (including the Director) must first address the issue with the other individual involved and work reasonably and in good faith to resolve the concern.

A parent that is not able to resolve the dispute himself or herself may then raise the issue with the School's Director. The parent should first send to the Director a written complaint specifying the individual(s) involved, details of the incident(s) giving rise to the complaint, including dates and approximate times, details of an attempt to rectify the situation, and the requested solution. After sending the written complaint, the parent and the Director should schedule a time to discuss the concern in person or via telephone.

If a parent's complaint involves the Director, the parent must first address the issue with the Director and work reasonably and in good faith to resolve the problem. The parent is not required to send the Director a written complaint in this situation.

In the event the parent and the Director are unable to resolve a complaint and the parent wishes to bring the issue to the Board's attention, the complaint may be directed to the Board in writing. Complaints shall specify the individual(s) involved, details of the incident(s) giving rise to the complaint, including dates and approximate times, details of attempts to resolve the problem, and

the requested solution. The Board will then consider the complaint and take whatever action it deems appropriate.

Concerns Involving Board Policy

If a parent has a concern regarding Board policy, the parent may communicate with any or all members of the Board in person, via telephone, or through e-mail and may address the Board during the "public comment" portion of a Board of Directors meeting. Parents may also request to be added to the Board meeting agenda by contacting the President of the Board of Directors at least three (3) working days prior to the scheduled meeting date. However, the Board President has discretion over the Board meeting agenda items and may elect not to place the item on the agenda.

Concerns that involve administrative practices or procedures should be addressed with the Director rather than the Board.

Parent Involvement Policy

Mountain Heights Academy
Parent Involvement Policy
Adopted: August 6, 2021
Amended: October 28, 2022

Policy

Mountain Heights Academy (the "School") understands that parental involvement in education is crucial. Positive parental involvement in education leads to greater student academic achievement and also has a positive influence on student attitude, behavior, and self-esteem.

The School will provide opportunities for parents to be actively involved in their child's academic learning and in the School's activities and programs. The School will foster consistent and effective communication among parents, teachers, and administrators so that parents are informed of such opportunities and encouraged to participate.

Where appropriate, the School will also provide parents with information regarding groups and organizations that provide instruction, training, and/or resources to help parents improve their child's academic success and support their academic efforts.

This policy applies to all parents of students at the School, including parents (or family members, where appropriate), of English language learners. 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.

Procurement Policy

Mountain Heights Academy
Procurement Policy
Adopted: September 9, 2013
Amended: September 15, 2017
Reviewed: June 3, 2020
Reviewed: April 21, 2021
Reviewed: April 15, 2022

Policy

Mountain Heights 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 Process

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 Director or Board of Directors.

Public Education Engagement and Exit Survey Policy

Mountain Heights Academy
Public Education Engagement and Exit Survey Policy
Adopted: August 6, 2021

Policy

Mountain Heights 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 this policy is to help the School comply with all requirements related to the surveys as set forth in the law.

Definitions

"Educator" for purposes of this policy means:
(a) a general education classroom teacher;
(b) a special education teacher; or
(c) a school based specialist.

"Public Education Engagement Survey" for purposes of this policy means the model Public Education Engagement Survey referenced in and available at R277-325-3(2)(a).

"Public Education Exit Survey" for purposes of this policy 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. 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.

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 Director, Board of Directors, and appropriate personnel specifically authorized by the Director may have access to results of the Public Education Engagement and Exit Surveys.

The 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.

Public Education Materials Development Policy

Mountain Heights Academy
Public Education Materials Development Policy
Adopted: December 16, 2022

Background

The curriculum of Mountain Heights Academy (the "School") is built from open educational resources ("OER"), including OER developed by School employees. The School's curriculum aligns with the Utah Core Standards to ensure the highest quality educational experience for its students. The School is committed to sharing the curriculum and other public education materials it develops as an OER, making them useable by anyone at any time free of charge. Such sharing helps the School achieve its mission and provides free and open access to educational opportunities for students everywhere.

Purpose

The purpose of this policy is to establish rules related to the sharing of public education materials developed with School funds. The School intends for this policy to comply with the requirements of Utah Administrative Code Rule R277-120.

Policy

Public Education Materials Developed with School Funds

All public education materials developed by School employees in whole or in part with School funds shall, upon review and approval of the School, be licensed and subsequently shared under a Creative Commons attribution license ("CC-BY license"). This applies regardless of whether the public education materials are developed on or off contract time or as part of or not part of a work assignment.

The CC-BY license covering such public education materials shall include the name of the School and the author(s). Third parties who use the public education materials shall (1) provide proper attribution to the School and author(s); (2) provide a link to the CC-BY license; and (3) indicate if any changes were made to the materials.

All public education materials developed by School employees in whole or in part with School funds shall be the property of the School, subject to the CC-BY licensing described above.

The School shall not charge third parties for using its public education materials pursuant to a CC-BY license. The School shall also not charge an educator in a Utah public school for using public education materials developed in whole or in part with School funds. Moreover, in no event shall a School employee sell, for personal gain, public education materials developed in whole or in part with funds from the School or the Utah State Board of Education. School employees who violate this may be in violation of the Utah Public Officers' and Employees' Ethics Act.
School employees are prohibited from developing sensitive materials with School funds. For purposes of this policy, "sensitive materials" means the same as that term is defined in Utah Code § 53G-10-103.

Public Education Materials Developed Without School Funds

School personnel may develop public education materials using their own personal time and resources, and they may share such materials through a CC-BY license or otherwise without permission from the School. However, Utah licensed educators (1) may only share public education materials that are consistent with the Utah Professional Educator Standards contained in Utah Administrative Code Rule R277-217; and (2) may not share materials that advocate illegal activities or materials that are inconsistent with the educator's legal and role model responsibilities.

Review and Approval Process

The School's Director shall establish administrative procedures governing the School's process for review and approval of public education materials developed by School employees with School funds or on contract time.

Purchasing and Disbursement Policy

Mountain Heights Academy
Purchasing and Disbursement Policy
Adopted: November 13, 2009
Amended: October 5, 2015
Amended: October 5, 2018
Amended: December 14, 2018
Reviewed: June 3, 2020
Reviewed: April 21, 2021
Reviewed: August 5, 2022

Purpose

The purpose of this policy is to enable administration to make minor purchases that are necessary for the day-to-day operation of Mountain Heights Academy (the "School"), without approval of the Board of Directors (the "Board").

Purchasing

The responsibility for approving purchases is delegated to the Director of the School by the Board as set forth below.

All purchases up to $10,000 must be approved by the Director; purchases between $10,000 and $15,000 must be approved by either the Board President or Board Treasurer; and purchases over $15,000 must be approved by the full Board.

Employee purchases that require reimbursement are discouraged.

Disbursements

The responsibility for disbursement is delegated to the School's management company as set forth below.

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.

The following controls are established to ensure that all payments are made on a timely basis and in accordance with all purchase orders and contracts:

- Purchase order shall be completely filled out prior to purchase.
- Purchase order shall be signed by appropriate authorizing personnel.
- Completed purchase orders are to be sent to 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.
- If approved by the Board, blank warrants/checks may be kept in locked storage under the control of a designated, responsible employee at the School. Access to blank checks must be limited to this employee and a 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 Director and forwarded to the management company. The use of these blank checks should be kept to an absolute minimum.

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.

Records Management Policy

Mountain Heights Academy
Records Management Policy
Adopted: March 3, 2009

Purpose

To provide guidelines for appropriate records management procedures.

Policy

In regards to records management, Mountain Heights Academy will follow all state and federal laws and guidelines.

Religion and Education Policy

Mountain Heights Academy
Religion and Education Policy
Adopted: October 5, 2010

Purpose

It is the policy of [[school name]] (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.

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.

Responsible Use Policy for Technology Resources

Mountain Heights Academy
Responsible Use Policy for Technology Resources
Adopted: November 13, 2009
Amended: December 15, 2017
Amended: October 11, 2019
Renewed: June 12, 2020
Renewed: June 18, 2021
Renewed: June 17, 2022

Mountain Heights Academy provides technology resources to its students and staff for educational and administrative purposes. The goal in providing these resources is to promote educational excellence within Mountain Heights Academy by facilitating resource sharing, innovation, and communication with the support and supervision of parents, teachers and support staff. Other appropriate educational uses of these resources include, but are not limited to, classroom-based projects and student works, college and career explorations, and high-quality, academically-enriching research. The use of these technology resources is a privilege, not a right.

With access to many different technology resources and people from all over the world, there comes the potential availability of material that may not be considered to be of educational value in the context of the school setting. Mountain Heights Academy firmly believes that the value of information, interaction, and research capabilities available (including, but not limited to, email, the Internet, and social media) outweighs the possibility that users may obtain material that is not consistent with the educational goals of Mountain Heights Academy.

Proper behavior, as it relates to the use of technology resources, is no different from proper behavior in all other aspects of Mountain Heights Academy activities. Recognizing the value of the Internet, Mountain Heights Academy supports teachers, students and all Mountain Heights Academy personnel being engaged in an online environment that allows them to discuss, collaborate, communicate, create, and share in a safe, ethical, and responsible manner. This expectation extends to all Mountain Heights Academy technology resources, as well as personal networks and devices inside and out of the school. This document is intended to clarify those expectations as they apply to technology resource usage and is consistent with Mountain Heights Academy policy.

Responsible Use

This Responsible Use Policy for Technology Resources is to prevent unauthorized access and other unlawful or improper activities by users online, prevent unauthorized disclosure or access to sensitive or confidential information, ensure responsible and appropriate use of its technology resources, and to comply with the Child Internet Protection Act (CIPA). As used in this policy, "user" includes anyone using Mountain Heights Academy technology resources, including computers, courses, websites, Internet, email, chat rooms, wireless network, and other forms of direct electronic communications or equipment provided by Mountain Heights Academy. Only current students, employees, officers, volunteers, substitutes and authorized visitors of Mountain Heights Academy are permitted to use Mountain Heights Academy technology resources and network.

Students who are under 18 must have their parent(s) or guardian(s) authorize student use of Mountain Heights Academy technology resources and acknowledge compliance with this policy. Students who are 18 or older, as well as employees and other users, must acknowledge their compliance with this policy, either electronically online or by signing and returning a copy of the acknowledgment form provided below. **The absence of a signed acknowledgment does not excuse compliance with this policy. All users must follow this policy and report any misuses of Mountain Heights Academy technology resources to a teacher, supervisor, administrator, or appropriate Mountain Heights Academy personnel.** By using Mountain Heights Academy technology resources, users are held to have agreed to comply with this policy. If a user is uncertain about whether a particular use is acceptable or appropriate, he or she should consult Mountain Heights Academy personnel in advance of any questionable use.

Violation of computer use policies, rules, or agreements may result in the user's access being suspended or having access revoked for a period determined by Mountain Heights Academy administration, as well as additional disciplinary or corrective action.

The use of any technology resource (including, but not limited to, desktop computers, mobile devices, personal/Mountain Heights Academy devices, network-delivered services, the Internet, audio-visual equipment, digital content and social media) must support the educational goals of Mountain Heights Academy. Use must be authorized by a Mountain Heights Academy staff member and must lie within the bounds of Mountain Heights Academy curriculum and educational purpose.

When placing, removing, or restricting access to specific databases, the Internet or any other technology resource, school officials shall apply the same criteria for educational suitability used to evaluate all other educational resources.

Responsible uses of Mountain Heights Academy's network and technology include:

1. Searching for and accessing appropriate information and materials. The material you access through Mountain Heights Academy's network system should be for class assignments or for research on subjects similar to what you might study in a class or the school library.
2. Using school technology resources to do homework, write papers, and create presentations, videos and movies, and other creative projects. Make sure that the work that you turn in is yours and do not plagiarize works that you find on the Internet. Plagiarism is taking the ideas, graphics, or writings of others and presenting them as if they were yours without adequate and accurate citation.
3. Accessing social media sites is allowed only by permission as a part of a class assignment or project. Accessing social media for entertainment purposes is not allowed.
4. Taking appropriate photos & video with a Mountain Heights Academy or personal device of classroom or school activities or other public school areas is allowed and encouraged. Be sure to get permission from your teacher, the school, and each individual in a photo or video before posting or sharing online.
5. Respect the rights of copyright owners in your use of materials found on, disseminated through, or posted to the Internet. Copyright infringement occurs when you reproduce a work that is protected by a copyright without explicit permission from the copyright holder or outside the limitations of copyright law. Do not use peer-to-peer file sharing programs to download or share copyrighted movies, music, or games.
6. If you mistakenly access inappropriate information, you should immediately report this access to a teacher or an administrator. This will protect you against a claim that you have intentionally violated this policy.
7. Mountain Heights Academy has taken reasonable steps to restrict access to materials it considers harmful and to materials that do not support or conform to accepted educational objectives. These steps include Mountain Heights Academy installing filtering software & hardware to protect against access to inappropriate material in accordance with the Children's Internet Protection Act (CIPA). If you feel that the filtering software is blocking your access to an appropriate site, report this to your school librarian, computer lab coordinator, teacher, or an administrator.
8. Do not share your personal contact information with anyone you do not know and trust personally. This includes your full name, together with other information that would allow an individual to locate you, including your family name, your home address or location, your work address or location, or your phone number. You may disclose personal contact information to educational institutions, companies or other entities for college/career exploration purposes, or with specific staff approval.
9. Protect the personal contact information of others. You will not disclose names or any other private or personal information about other students. You will not forward a

message that was sent to you privately without permission of the person who sent you the message.

10. You will promptly disclose to your teacher or other school staff any message you receive that is inappropriate or makes you feel uncomfortable. You should not delete such messages until instructed to do so by a staff member.
11. Your parents and authorized district personnel have the right to request to see the contents of your computer or device files at any time.
12. If you want or need to use a Web browser extension or add-on, please ask your teacher or local technology support person for permission to add or install it.
13. If you observe someone using school technology in an inappropriate manner, you will report it to an adult as soon as possible, even if it is done anonymously.

Individual(s) involved in any of the following will be subject to disciplinary or corrective action in accordance with applicable Mountain Heights Academy policy, handbooks, rules, and regulations:

1. Possessing, accessing, transmitting, copying, or creating material that violates the Student Code of Conduct, Mountain Heights Academy policy, student or employee handbooks, or Mountain Heights Academy rules and regulations, including but not limited to content that is inappropriate, illegal, copyrighted, pornographic or obscene, stolen, threatening, discriminatory, harassing, or offensive
2. Attempts to bypass or disable Mountain Heights Academy Internet filter, security systems or software
3. Attempts to access, alter, interfere with, damage, or change network configuration, security, passwords, or individual accounts of another without written permission from Mountain Heights Academy Technology Department
4. Any unauthorized attempts to circumvent passwords or obtain access to passwords or other security-related information
5. Disclosing any other user's password to others or allowing another individual to use another's system account
6. Attempts to upload, create, or transmit computer viruses
7. Attempts to access or install unlicensed, inappropriate, or unapproved software or technology
8. Attempts to alter, disconnect, destroy, hack, or disable Mountain Heights Academy computer equipment, mice, keyboards or other computer components, personal/Mountain Heights Academy devices, Mountain Heights Academy data, the data of others, or other networks connected to Mountain Heights Academy system, including while off school property
9. Plagiarism or use of Mountain Heights Academy technology resources to engage in academic dishonesty

10. Use of Mountain Heights Academy technology resources to access, create, send or post material that is obscene; child pornography; material that depicts, or describes in an offensive way, violence, nudity, sex, death, or bodily functions; material that has been designated as for adults only; material that promotes or advocates illegal activities; material that promotes the use of alcohol or tobacco, school cheating, or weapons; or material that advocates participation in hate groups or other potentially dangerous groups
11. Unauthorized use of any Mountain Heights Academy technology resource or Mountain Heights Academy device for non-educational purposes or outside the bounds of Mountain Heights Academy curriculum
12. Use of email, the Internet, or social media resources at school to engage in conduct that violates the Student Code of Conduct or threatens school safety
13. Use of Mountain Heights Academy technology resources, including email, the Internet or social media resources to threaten, harass, bully, retaliate, discriminate against other students, employees, or volunteers
14. Use of personal email, the Internet, or social media resources, without regard to whether it occurs on school property, to engage in conduct that involves a public school and contains the elements of the offense of terroristic threat or false alarm, or otherwise causes a substantial disruption to the educational environment
15. Violating or infringing upon the intellectual property, copyrighted or trademarked rights of another
16. Using Mountain Heights Academy's network system for personal or commercial purposes. You may not offer, provide, or purchase products or services without authorization through Mountain Heights Academy's network system.
17. Possessing, accessing or transmitting any material which is considered inappropriate or is in violation of any federal or state law is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secrets.

These are examples of inappropriate conduct that would violate this policy. Mountain Heights Academy reserves the right to take immediate disciplinary or corrective action against a user that engages in conduct that: (i) creates security or safety issues for Mountain Heights Academy, students, employees, schools, networks, or technology resources, or (ii) is determined to be inappropriate or inconsistent with Mountain Heights Academy policy or law.

Internet Safety

Mountain Heights Academy makes the Internet accessible in accordance with our mission to provide information resources and services to ensure that all users have free and open access to ideas and information. In this role, Mountain Heights Academy provides access to information resources available on the Internet. Mountain Heights Academy has no control over the

information obtained through the Internet and cannot be held responsible for its content or accuracy. It may contain materials which some find offensive or inappropriate. All staff, students and other users access the Internet at their discretion.

In accordance with the federal Children's Internet Protection Act (CIPA), all desktop computers, laptops and personal/Mountain Heights Academy wireless devices, that utilize Mountain Heights Academy network, will be filtered by a centralized filtering appliance. This filtering appliance is set to screen out sites which may reasonably be construed as obscene, as that term is defined in section 1460 of title 18, United States Code; or child pornography, as that term is defined in section 2256 of title 18, United States Code; or harmful to minors as defined in section 1703, Pub. L. 106-544. Mountain Heights Academy has the ability to monitor the online activities of students and staff through direct observation or technological means to ensure that students and staff are following the guidelines and policies set forth by Mountain Heights Academy.

Mountain Heights Academy Board Policy also prohibits harassment, bullying, retaliation, discrimination, and other conduct that creates a hostile working or educational environment for an individual. This prohibition extends to the use of Mountain Heights Academy's technology resources. If you ever feel that you are being harassed, bullied, retaliated or discriminated against, or otherwise being subjected to illegal or inappropriate conduct through Mountain Heights Academy's technology resources, you should immediately report it to Mountain Heights Academy.

As with any other technology resource, restriction of a child's use of the Internet is ultimately the responsibility of the parent/legal guardian, within the confines of the law. Parents who have objections to the Internet or other network-delivered services may assume responsibility for imposing restrictions only on their child(ren). Any parent wishing to restrict his/her child's access to such services must provide the school with this restriction in writing.

Mountain Heights Academy assumes no responsibility for damages, direct, or indirect, for the use of the Internet. This includes, but is not limited to, damage to Mountain Heights Academy or personally owned equipment caused by virus-laden material downloaded from any Internet site. Users should be aware that the Internet is not a secure medium. It is possible for third parties to obtain information regarding an individual user's search activities. Users should be very cautious about providing personal information over the Internet.

G Suite for Education

Mountain Heights Academy manages a G suite for education account for each student. Students will use their G Suite accounts to complete assignments, communicate with their teachers, sign

into their Chromebooks, and learn 21st century digital citizenship skills. Please view the G Suite for Education Privacy Notice to review privacy practices specific to G Suite for Education.

Limitation of Liability

Mountain Heights Academy will not guarantee that the functions or services provided through Mountain Heights Academy's network service will be without error. Mountain Heights Academy will not be responsible for any damage you may suffer, including but not limited to loss of data, interruptions of service, or exposure to inappropriate material or people. Mountain Heights Academy will not be responsible for the accuracy or quality of the information obtained through the system. Mountain Heights Academy will not be responsible for financial obligations arising from the unauthorized use of the system. Parents can be held financially responsible for any harm that may result from a student(s) intentional misuse of the system.

Signature Page
Mountain Heights Academy
Responsible Use Policy for Technology Resources

Student
I understand and will abide by the Responsible Use Policy for Technology Resources. Should I commit a violation, I understand that the consequences of my actions could include suspension of computer privileges, school disciplinary action, referral to law enforcement, or other appropriate and reasonable consequences.

Student Signature: _____

Date _____

Parent/Guardian
As the parent or guardian of this student, I have read the Responsible Use Policy for Technology Resources. I understand that computer access and digital resources are provided for educational purposes in keeping with the academic goals of Mountain Heights Academy and that student use for any other purpose is inappropriate. I recognize it is impossible for Mountain Heights Academy to restrict access to all controversial materials, and I will not hold the school responsible for materials acquired on any school devices or websites. I understand that children's computer activities at home should be supervised as they can affect the academic environment at school.

I give permission for my child to use computer/digital resources at Mountain Heights Academy.

Parent or Guardian's Name (please print) _____

Parent or Guardian's Signature _____

Date _____

Revenue Recognition Policy & Procedures

Mountain Heights Academy
Revenue Recognition Policy & Procedures
Adopted: November 13, 2009

Purpose

To specify the approach taken in recognizing revenues received by Mountain Heights Academy (the "School"), and to specify the priority under which revenues will be allocated to associated expenses.

The principal source of operating funds the School receives is derived from federal, state, and local funds. The School receives state funding based on the number of students enrolled in the School. The School also receives federal grants on a reimbursement basis; accordingly, grant revenues are recognized when qualifying expenses have been incurred and all other grant requirements have been met.

Policy

The School will recognize grant revenues when qualifying expenses have been incurred and all other grant requirements have been met.

The School intends to expend funds in such a manner that restricted funds are used prior to unrestricted funds and that Federal funds are used prior to State funds. If a grant requires a local revenue match, those funds will receive priority and will be expensed first to satisfy the local revenue match requirement.

School LAND Trust Council Membership and Election Procedures

Mountain Heights Academy
School LAND Trust Council Membership and Election Procedures
Adopted: October 23, 2020

Mountain Heights 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) or two (2) years, and members are eligible for re-election.

School Sponsorship Policy

Mountain Heights Academy
School Sponsorship Policy
Adopted: May 5, 2014

Although Mountain Heights Academy (the "School") does not typically provide sponsorships, it may do so on certain occasions in order to advance the School's mission by providing financial assistance to student projects and programs. This policy establishes guidelines and standards for the School's sponsorship of student projects.

Students of the School that wish to request that the School provide financial assistance in connection with a project or program in which the student is involved should submit an application to the School's Director. The application must include the student's contact information, the student's GPA at the School, a detailed description of the project or program, an explanation of how the project or program will benefit the School and promote the School's mission, and the amount of funding requested.

A committee comprised of one administrator, one guidance counselor, and one teacher of the School will review the application. The committee may consider factors including but not limited to the following:

- The student's academic performance, including demonstrated academic growth.
- Whether the student has had disciplinary concerns at the School.
- The nature of the project or program, including how it relates to the School and the School's mission.
- The student's role in the project or program, including the leadership and initiative demonstrated by the student.
- The involvement of other students and staff of the School in the project or program.
- The potential for the project or program to provide positive publicity to the School.

If the committee decides to recommend that the School provide financial assistance to the project, the committee will make a recommendation to the School's Board of Directors. The committee may recommend that the School provide assistance in an amount less than the requested.

The School will only consider requests for the School to match dollar for dollar amounts up to $1,000 that the student raises from other sources.

The School's Board of Directors will vote whether to approve the committee's recommendations.

If the School provides sponsorship, it is preferable that payment be made directly to a third party organization involved in the project or program based on documentation provided by the student. If this is not possible, and payment must be made directly to the student, the student must provide documentation demonstrating that the funds were applied toward the project or program.

Students who receive sponsorships should conduct themselves in a responsible manner in connection with their participation in the project or program.

After completion of the project or program, students who receive sponsorships must provide the School's Director with a report describing their experience. They should also be willing to share their experiences with other students of the School upon request.

Service Animal Policy

Mountain Heights Academy
Service Animal Policy
Adopted: June 12, 2020

Purpose

Mountain Heights Academy (the "School") adopts this policy to ensure that individuals with disabilities are able to participate in and benefit from School services, programs, and activities, and to ensure that the School does not discriminate against individuals on the basis of disability. As provided by the Americans with Disabilities Act Amendments Act (the "Act") and its accompanying regulations, individuals with disabilities will be permitted to bring their service animals on School property in accordance with this policy.

Policy

Individuals with disabilities, including students, employees, and visitors, will be permitted to be accompanied by their service animal in School facilities and vehicles, on School grounds, and at School functions in accordance with applicable law and this policy. Pets and other animals, except as allowed for pre-approved educational purposes, are restricted from the School. The School's Director is responsible for the administration of this policy.

Definition of Service Animal

A "service animal" means a dog that (a) is required by an individual with a disability and (b) is individually trained to do work or perform tasks for the benefit of the individual with a disability. Except as identified below, other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this policy.

Service animals in training are not considered service animals under this policy.

The work or task performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have visual impairments with navigation and other tasks, alerting individuals who are deaf or have hearing impairments to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone,

providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition and do not qualify the animal as a service animal under this policy.

In accordance with 28 CFR 35.136, a miniature horse may be considered a service animal to the extent necessary to avoid discrimination on the basis of disability unless allowing this accommodation would require the School to fundamentally alter its services, programs, or activities or is otherwise determined by the School to be unreasonable. In evaluating reasonableness, the School will consider:

(a) the type, size, and weight of the miniature horse and whether the facility can accommodate these features;

(b) whether the handler has sufficient control of the miniature horse;

(c) whether the miniature horse is housebroken; and

(d) whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

Guidelines and Procedures

Due to the School's need to accommodate a variety of disabilities and conditions, the Director should be notified when an individual with a disability desires to be accompanied by a service animal on School property or during a School function.

In response to this notification, the Director will request (a) an affirmation that the animal is required because of disability and (b) a description of the work or tasks that the service animal has been trained to provide for the person with the disability.

The Director will also request proof that the service animal complies with applicable animal control and public health requirements for licensure and/or vaccinations required by the municipality in which the individual with a disability resides.

Control and Management

A service animal must be under the control of its handler at all times while on School property or at a School function.

A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

Care and Supervision

Service animals must be housebroken.

The School, including classroom staff, is not responsible for the care or supervision of a service animal. The School is not responsible for providing a staff member to walk the service animal or to provide any care or assistance to the animal unless otherwise required by law.

The owner or handler of the service animal shall be solely responsible for:

(a) supervision and care of the service animal, including feeding, exercising, clean-up, stain removal, and veterinary care; and

(b) restraint of the service animal at all times.

Liability

The owner or the handler of a service animal is liable for any and all damages to property or injuries to persons caused by the service animal.

Removal or Exclusion of Service Animal

The School may deny a request for use of a service animal or ask an individual with a disability to remove a service animal from School property, a School vehicle, or a School function if:

(a) the service animal is out of control and the service animal's handler does not take effective action to control it;

(b) the presence of the service animal will require a fundamental alteration of the program or will significantly disrupt or interfere with the education process; or

(c) the handler fails to submit proof of current licensing and/or vaccinations when the service animal is to be used regularly at the School.

If the service animal is properly removed or prohibited, the School will continue to give the individual with a disability the opportunity to participate in the School services, programs, or activities without having the service animal on the premises.

Conflicting Disabilities

Individuals with disabilities that are adversely impacted by service animals should contact the Director. Such individuals will be asked to provide documentation that identifies their disabilities and their need for accommodations. The Director will strive to facilitate a process to resolve the situation in a manner that considers the conflicting needs and reasonable accommodations of the disabled individuals involved. However, the Director may exclude the service animal if it poses a direct threat to the health or safety of others.

Sex Education Instruction Policy

Mountain Heights Academy
Sex Education Instruction Policy
Adopted: December 1, 2014 (Human Sexuality Instruction Policy)
Amended: September 15, 2017 (Human Sexuality Instruction Policy)
Amended: October 5, 2018
Reviewed: June 12, 2020

Policy

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

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

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

In accordance with state law, all sex education instruction or instructional programs will comply with the requirements of Utah Code § 53G-10-402 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.

The Director will establish a curriculum materials review committee composed of parents, school employees, and others selected by the Director. If possible, the committee will also include health professionals and school health educators. The 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 in an open meeting. 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; 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, maturation education, or other 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.

Special Education Policies and Procedures Manual

Mountain Heights Academy
Special Education Policies and Procedures Manual
Adopted: February 3, 2010
Amended: December 15, 2017
Amended: May 10, 2021

Available separately.

Staff Code of Conduct Policy

Mountain Heights Academy
Staff Code of Conduct Policy
Adopted: August 23, 2019

1. PURPOSE AND PHILOSOPHY

The Board of Directors of Mountain Heights 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.

2. 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.

3. 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.

4. 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 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 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 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.

5. 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.

6. VIOLATIONS

A staff member found in violation of this policy will be subject to disciplinary action.

MOUNTAIN HEIGHTS ACADEMY CODE OF CONDUCT
STAFF MEMBER ACKNOWLEDGEMENT

Name: _____ Position: _____

Date of Training: _____ Trained by: _____

I received training about the requirements of the Mountain Heights 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 Director.

_____

Signature of Staff Member

_____

Date

Staff Grievance Policy

Mountain Heights Academy
Staff Grievance Policy
Adopted: August 3, 2012

Purpose

The Board of Directors ("Board") of Mountain Heights Academy (the "School") values open communication between faculty, staff, administration, and the Board. The Board also believes that individuals can generally resolve their own disputes through open, respectful communication. If a situation arises that cannot be resolved between the parties involved, then this policy will be used. The purpose of this policy is to ensure that staff members understand how to pursue the resolution of grievances, concerns and disputes involving other School employees.

The Board wishes to emphasize that the School is an at-will employer, and this policy is not intended to modify the at-will employment relationship between the School and its employees.

Policy

A staff member who has a complaint regarding another staff member must first address the issue with the other employee involved and work reasonably and in good faith to resolve the concern.

A staff member that is not able to resolve the dispute himself or herself may then raise the issue with the School's Director.

If a staff member's complaint involves the Director, the staff member must first address the issue with the Director and work reasonably and in good faith to resolve the problem.

A staff member should not direct complaints to the Board unless and until he or she has worked in good faith to resolve the issues with the other individual and with the School's Director.

In the event the staff member and the Director are unable to resolve a complaint and the staff member wishes to bring the issue to the Board's attention, the complaint may be directed to the Board in writing. Complaints shall specify the individual(s) involved, details of the incident(s) giving rise to the complaint, including dates and approximate times, details of attempts to resolve

the problem, and the requested solution. The Board will then consider the complaint and take whatever action it deems appropriate.

This policy does not confer upon any employee of the School any additional rights. Accordingly, the existence of this policy does not preclude the School from terminating any employee for any lawful reason even if the employee is pursuing the resolution of a grievance.

Additionally, this policy is not intended to discourage an employee from reporting to the appropriate individual(s) a legal violation committed by another employee and does not limit a School employee's right to appropriately report a legal violation committed by another employee.

Student Conduct and Discipline Policy

Mountain Heights Academy
Student Conduct and Discipline Policy
Adopted: October 5, 2010 (Safe School Policy)
Amended: May 19, 2017
Amended: October 5, 2018
Reviewed: June 12, 2020
Amended: August 28, 2020
Reviewed: June 18, 2021

1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

The purpose of Mountain Heights 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;
- 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
- 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:
    - Suspension
    - Expulsion
    - Restitution
    - Repayment for damages
- The student will work to earn back the trust of the school community by actions such as:
    - Genuine apology to injured or affected parties
    - Demonstration of appropriate behaviors following the incident
    - Repair or replace any damaged items

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

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

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

2. ENVIRONMENT

2.1 Safe School Environment

It is the School's policy to promote a safe and orderly school environment for all students and employees. Accordingly, the School holds all students, employees, and other adults to the highest standards of behavior in connection with the use of the School's electronic resources and while participating in School-related or 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-related and School-sponsored activities for a period of up to one (1) year. A student who is suspended may, at the Director's discretion, have access to homework, tests, and other schoolwork but will not be allowed to attend or participate in any classes or other 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 Director 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 <u>may</u> be suspended from School for any of the following reasons:

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

[b] willful destruction or defacing of School property;

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

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

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

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

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

[h] any criminal activity;

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

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

4.1.2 A student shall be suspended or expelled from School for

[a] any serious violation affecting another student or a staff member, or any serious violation occurring in connection with the School's electronic resources or any School-related or 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 Director, 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 conjunction with any School-related or 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 in conjunction with any School-related or 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 at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following:

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

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

[c] Soliciting others for membership in a gang;

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

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

[f] Committing any illegal act; or

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

4.5.2 Confiscation of Gang Items

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

4.5.3 Consultation with Law Enforcement Authorities

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

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

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

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

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

4.7 Possession or Use of Electronic Cigarette Products

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

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

4.7.3 The Principal will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Principal may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

5. AUTHORITY TO SUSPEND OR EXPEL

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

The Director has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Director 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 Director may not suspend for longer than ten (10) school days or otherwise change student placement. Whenever the Director proposes suspending a student for more than ten (10) school days, the Director shall refer the matter to the Board or to the Board member designated by the

Board to address such issues.

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

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

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

Either the Board or a Board member designated by the Board 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 Director or a teacher or counselor designated by the Director 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 Director is authorized to issue notices of disruptive student behavior to students who are qualifying minors.

6.2.2 Criteria for Issuing Notice. The Director 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 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 Director 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 Director shall provide documentation to a parent of the qualifying minor who receives the notice of the efforts made by a School representative under Section 7, below.

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

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

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

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

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

6.4.3 Referrals of Minors. A qualifying minor to whom a habitual disruptive student behavior

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

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

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

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

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

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

[b] if the alleged offense is a class B misdemeanor or a nonperson class A misdemeanor, the minor may be referred directly to the juvenile court by the Director or the Director'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 suspension;

7.1.8 Appropriate evaluation;

7.1.9 Home study;

7.1.10 Alternative programs; or

7.1.11 Law enforcement assistance as appropriate.

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 Director 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 Director to review the suspension.

8.2 The Director shall also notify any 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 Director 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 Director.

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 Director, 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 Director believes that a student should be suspended for more than ten (10) days or expelled, the Director shall refer the matter to the Board or the Board member designated by the Board to handle such matters.

9.2 Prior to sending the referral, but in no instance longer than ten (10) days after the suspension began, the Director shall meet with the parent or guardian to discuss the charges against the student and the proposed discipline.

9.2.1 The Director shall also notify any 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 Board member 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 Director meeting with parent or guardian and written parental input.

9.4 Notice to Student and Parent/Guardian

If the Board or the Board member designated by the Board to handle such matters determines, 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 Director 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 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 § 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 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 Director has reason to believe that School rules or policies have been broken, he or she shall proceed with an investigation. However, if the Director 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 Director

The Director 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 Director shall conduct investigations according to the following general guidelines:

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

14.1.2 The Director 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 Director 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 Director 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 Director 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:

[a] conduct an investigation of alleged criminal conduct in connection with School electronic resources of a School-related or 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 Director, law enforcement should be notified, the following procedure should be followed:

[a] The Director shall request that law enforcement officers conduct an investigation 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 Director shall document the contact or attempted contact with the student's parents or legal guardian. If the Director 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 Director shall be present and document generally what occurs during the interview.

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

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

14.2.3 Investigation Initiated by Law Enforcement Authorities

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

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

[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 Director or other designated person before beginning an investigation of School property.

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

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

(iv)Law enforcement officials (investigating School-related or student-related crimes) may not have access to student education records, aside from directory information, unless they have

a subpoena or court order or permission from parent or guardian.

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

14.2.4 Release of Student to Law Enforcement Official

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

[b] When students are removed 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 Director shall immediately notify the Board of the removal of a student from School by law enforcement authorities.

[d] Where it is necessary to take a student into custody during a School-sponsored activity, the law enforcement officer shall contact the Director and relate the circumstances necessitating such action.

[e] Whenever the need arises to make arrests or take students into custody during a School-sponsored activity, the Director shall make reasonable efforts to consult and confer with the law enforcement officers as to how an arrest is to be made.

[f] When a student has been taken into custody or arrested during a School-sponsored activity without prior notification to the Director, the School staff present shall encourage the law enforcement officers to tell the Director of the circumstances as quickly as possible. If the officers decline to tell the Director, the School staff members present shall immediately notify the 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 Director 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 at a School-sponsored activity and who refuse to abide by a Director'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 Director, 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 Director 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 Director 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 Director, 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 Director 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 Searches of Students and Student Property

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

16.2 Searches of Personal Belongings

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

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

16.3 Searches of Person

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

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

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

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

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

[e] If this limited search does not turn up suspected contraband and School officials have reasonable suspicion that the student is concealing contraband in his/her inner clothing (i.e., hiding drugs, weapons or other contraband underneath shirts, pants or underwear), law enforcement officers shall be summoned immediately to conduct further search and investigation.

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

16.4 Documentation of Searches

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

16.4.1 The time, place and date of the search;

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

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

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

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

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

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

17.1 Board and Director 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 Director.
17.1.2 Upon receipt of the information, the Director 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 Director 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 Director; 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 Director 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 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.

Student Education Plan Policy

Mountain Heights Academy
Student Education Plan Policy
Adopted: August 6, 2021

Policy

Mountain Heights 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 a plan for college and career readiness (also known as a CCR) for its students in grades 7-12 in accordance with Utah law.

The School's Director shall establish administrative procedures to help the School implement 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.

Student Data Privacy and Security Policy

Mountain Heights Academy
Student Data Privacy and Security Policy
Adopted: July 11, 2017
Amended: October 5, 2018

Purpose

Mountain Heights 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 Code, Utah Administrative Code Rule R277-487, and the 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;
(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 data 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.

<u>Student Data Manager</u>

The School hereby designates the Director as the School's Student Data Manager. The 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 Director may delegate such responsibilities to another individual.

Data Governance Plan

The Director shall establish an administrative Data Governance Plan that complies with the requirements of the 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 requests 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 response 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, and any other School policy or administrative procedure or plan concerning student data privacy and security.

The Data Governance Plan shall be published as required by Utah Law and rules adopted by the Utah State Board of Education.

Metadata Dictionary

The 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.

Time and Effort Documentation Policy

Mountain Heights Academy
Time and Effort Documentation Policy
Adopted: October 23, 2020

Purpose

Because Mountain Heights 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).

Travel Policy

Mountain Heights Academy
Travel Policy
Adopted: April 19, 2013
Amended: June 14, 2019
Amended: December 17, 2021

Policy

MILEAGE REIMBURSEMENT

If a school employee is required to attend a meeting or a conference, the school will pay an amount equal to the IRS standard mileage rate in effect at the time for each mile driven after the first fifty (50) miles each way, as long as requisite mileage request forms are submitted within thirty (30) days of the meeting.

MEAL PER DIEM

If a school employee is required to attend an activity, the school will pay a per diem (outlined below) if the activity location is more than 100 miles from the employee's "home base". The meal per diem is determined by the time of day the traveler leaves "home base" (the location the employee leaves from and/or returns to), the days at the location, and the time of day he/she returns to "home base" - tips and tax on meals are included in the per diem amount.

The 24-hour period is divided into four quarters (Breakfast = B, Lunch= L, Dinner = D).

The Day Travel Begins:
- 1st Quarter – Leave between 12:01 am and 6:00am (B, L, D)
- 2nd Quarter – Leave between 06:01 am and 12:00 noon (L, D)
- 3rd Quarter – Leave between 12:01 pm and 6:00 pm (D)
- 4th Quarter – Leave between 06:01 pm and 12:00 midnight (NO MEALS)

The Day Travel Ends:
- 1st Quarter – Return between 12:01 am and 06:00 am (NO MEALS)
- 2nd Quarter – Return between 06:01 am and 12:00 noon (B)
- 3rd Quarter – Return between 12:01 pm and 07:00 pm (B, L)
- 4th Quarter – Return between 07:01 pm and 12:00 midnight (B, L, D)

The school will pay per diem amounts equal to the rates published at the time of travel for the location by the General Services Administration, the Department of Defense, or the State Department, as applicable.

For conference travel, each employee will purchase his or her own meals. Per diem amounts only apply to meals not provided by the conference, whether the employee chooses to eat them or not. Per diem rates will be deposited into an employee's account along with their regularly scheduled paycheck immediately prior to the date of travel.

MEAL ALLOWANCE FOR NON-OVERNIGHT TRIPS

If the destination is at least 100 miles from "home base" the traveler may receive payment for meals as follows:

- Breakfast: Traveler leaves "home base" before 6:01 am
- Lunch: When the trip meets one of the following:
  - Trip warrants entitlement to breakfast and dinner
  - Traveler leaves "home base" before 10:00 am and returns after 2:00 pm
  - The Director provides *prior written* approval
- Dinner: Traveler leaves "home base: before 2:00 pm and returns after 7:00 pm

AIR TRAVEL

If an employee is asked to attend a meeting or conference that is more than 250 miles away, the school will permit air travel as long as it is requested and approved thirty (30) days in advance of the travel dates in order to keep costs down. The school will book employees' flights directly. However, flights may be booked by the employee, and the school will reimburse the cost if the employee obtains (30) day advance written approval from the Director and submits authorizing documentation along with the request for reimbursement within thirty (30) days of travel.

RENTAL CAR

In the event that a rental car is needed, it must be requested at least (30) days in advance and must be approved in writing by the Director. If an administrator is traveling with the group, the highest-ranking administrator will book the car and do the driving since the car can't be rented under the name of a corporation. The highest level of insurance will also be purchased. Please use https://www.allianztravelinsurance.com/travel/rental-cars to purchase the insurance on the rental.

OVERNIGHT REIMBURSEMENT

No overnight reimbursement will be compensated except in the event of conferences employees are asked to attend to represent Mountain Heights Academy, which are more than one day in duration, and which are more than 100 miles away. Director approval must be obtained thirty (30) days in advance and the school will book the hotel.

Tuition Reimbursement Policy

Mountain Heights Academy
Tuition Reimbursement Policy
Adopted: October 11, 2019
Amended:

Purpose

Mountain Heights 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 either (a) a fully accredited college or university; or (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 Director, courses must be taken outside of regularly scheduled work hours.

(6) Reimbursement will only be provided when the following conditions are met:

(a) The Director must give initial approval to the employee's request for reimbursement.

(b) The request will be submitted to the Board of Directors for final approval of the Tuition Reimbursement Agreement. The form of Tuition Reimbursement Agreement to be used is attached to this Policy.

(c) The Director must give approval for each course for which reimbursement will be sought before the employee enrolls in the course.

(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 $400 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.

(10) The amount of tuition reimbursed to an employee is at the sole discretion of the Director but will not exceed the lesser of 75% of an employee's tuition or a maximum of $5,000 per employee, per degree.

(11) Total tuition reimbursement payments from the annual School budget will not exceed $20,000 per year. The Director will work with employees to plan the timing of reimbursement payments in order to comply with this annual cap.

TUITION REIMBURESEMENT AGREEMENT

This Tuition Reimbursement Agreement (the "**Agreement**") is entered into this _____ day of _____, 20_____, between **Mountain Heights Academy**, a Utah nonprofit corporation (the "**School**"), and **_____**, an individual (the "**Teacher**").

Recitals

A. The School operates a charter school in [[city]], [[county]], [[state]].

B. The Teacher is currently employed with the School as _____.

C. The Teacher desires the School's financial assistance to obtain the following additional education in order to improve the Teacher'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 Teacher's tuition and, in connection therewith, to provide an incentive for the Teacher to continue to work at the School thereafter.

E. The School and the Teacher 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 Teacher agree as follows:

1. The Teacher will satisfactorily complete the requirements associated with the Coursework within _____ months from the date of this Agreement.

2. The Director must approve each course for which the teacher will seek reimbursement to ensure that it is job related or an elective required for a degree program.

3. The School will reimburse the Teacher's tuition for the Coursework when the Teacher:

(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 Teacher'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 Teacher fails to satisfactorily complete the Coursework within the required time frame set forth in Section 1, above, the Teacher 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. The Teacher consents that any such amounts that are owed to the School under this Agreement may be deducted from the Teacher's final paycheck.

5. The Teacher acknowledges that this Agreement does not guarantee the Teacher employment with the School.

The Parties have executed this Agreement as of the date first set forth above.

The School:

_____
Director

The Teacher:

_____
_____