

Grand County School District

EACH STUDENT, EVERY DAY.

Grand County School District Board of Education

Board Work Session - Jan 14 2026

Wednesday, January 14, 2026

3:30 PM

In Attendance: Melissa Byrd, Kathy Williams, Dave Bierschied, Lauralee Green, Jenna Woodbury, Matthew Keyes (Superintendent ad Interim), Jeri Hamilton (acting Business Administrator), NaShay Lange (Administrative Assistant)

Also in attendance: Jill Tatton, Ron Dolphin, Melissa Roy, Mikalyn Steinbrueck, Sarah Dawson, Keith Hill, Everett Hill, Anthony Speicher, Ryan Melton, Lindsay Dowd, Buffy Camps, Cari Caylor, Judy Sweeney, Holly Harris, David Bentley

Melissa Byrd called the meeting to order at 3:35 PM

Pledge of Allegiance led by: Cari Caylor

Mission Statement read by: Kathy Williams

Page

1. **Approval of Agenda**

Motion to approve the agenda.

Moved by: Dave Bierschied

Seconded by: Lauralee Green

Passed 5-0

2. **Public Comments**

Melissa Byrd read the Public Comment statement.

Ryan Melton - assistant coach middle school coach football and basketball. Discuss possible transition of 11 man to 8 man team. He is

supportive of this move for the most part. Has a hard time seeing another path forward that will be successful without this transition. We need to ensure that we are looking at the

Anthony Speicher - city rec director, in support of whatever is decided. Sees the issue as being a development -freshmen and sophomores on varsity team. We are skipping stepping stones from middle school and going straight to varsity.

3. Items for Discussion

a. GCSD Football 10 - 22

Athletic Director, Ron Dolphin, will present to the Board regarding the future of high school football for Grand County.

[TALKING POINTS REGARDING FOOTBALL.pdf](#) 

[FOOTBALL POWER POINT DISCUSSION ON RED DEVIL FOOTBALL.pdf](#) 

Ron talked about the pros and cons of going to 8 player football. He invited football coach, Keith Hill, to speak about the topic as well. Ron told the board that he believes moving to an 8-player team is the right way to go.

b. School Year 2026/27 Calendars 23 - 24

Review of proposed School Calendars

[Calendar \(a\)](#) 

[Calendar \(b\)](#) 

Matt talked about the two calendars.

Lauralee brought up only 6 weeks that are uninterrupted in August, September, October.

178 days for students in seats.

Jenna talks about the week off in February and the teacher day on the day after the last day of quarter.

Big difference between calendars is the March 12th date for end of quarter.

Main difference from current to next year - 178, 3 days of

Thanksgiving, no February break.

Post for comment.

Melissa Roy - meeting days for schools and the district take up a lot of time at the beginning of the year leaving little time for preparation in the classroom. Parent-teacher conference days may need to adjusted because there just isn't enough time to meet with families of all students with the schedule as presented. Matt said that this can be addressed at the school level.

Buffy - Teacher days with quarter days is a concern for her - Matt said this is also a conversation with school admin to make that decision.

Matt explains that the 2 days plus the 3 teacher days are to be used by admin in the way that fits for their building. This leaves those days up to each schools needs.

- c. HMK/PreK Site Updates 25 - 32

Conflict of Interest forms are due by the end of the month. This is a reminder to turn those into the Superintendent before then.

[BBD Board Members Conflicts of Interest redline.docx](#) 

- d. Policy CBL 33 - 34

The policy has been posted on the District website and has not received any comments so far. The Board can use this opportunity to continue to discuss this policy.

[CBL Time and Effort.pdf](#) 

Needs to add a (P) after.

- e. HMK/Pre-K Site Improvement Project 35 - 39

Superintendent ad Interim, Matthew Keyes, will update the Board on the current status of the site improvement project at HMK/Pre-K.

[HMK PreK Site Improvement Area Map \(3420\)](#) 

[HMK PreK Site Improvement PR No. 3](#) 

We are in a cycle of continually not being able to meet our deadlines. We are getting very close. We are having another OAC meeting tomorrow. We are aggressively trying to wrap this up.

Possible change order.

First attachment, purple is HMK itself. Red dashed line, yellow within hasn't been included in original plans. These two areas are somehow forgotten. Matt and Jeri would like to have those two areas completed. Doing this would put our capital fund back about 1 year, but it would get the job done right and all at once. This would also add about 35 days. We would also not deploy this project until the end of the school year.

A second option may be to finish out the current contract, and try to bid out a secondary contract for his assignment alone come the summer time.

Matt would like to have this done now because it would be cheaper to do this now than to come back and do it in about 5 years.

In the short time horizon, we don't really have any big project, so financially, this is something that we can handle to.

It doesn't have to go out to bid because we can do a change order. This would also give Matt the opportunity to go over the concerns that he has with the current contractor. The subcontractor did a great job on the turf that was already done with this project.

Board is okay with moving forward with this as long as the Facilities Committee is involved along the way.

Adding PreK site walk through to board site visit.

f. Single Audit Finding

40

Acting Business Administrator Jeri Hamilton will talk about the finding from the FY2025 Single Audit completed by Squire & Co.

[Audit Corrective Action.pdf](#) 

In regard to the Beacon program not turning in their report. ESSR funding is gone and has been for some time. Beacon and Director have been notified. Corrective action has already been completed.

g. Child Nutrition Program - Administrative Review

Discussion will be led by acting Business Administrator, Jeri Hamilton, on the Administrative Review conducted on the Child Nutrition Program in December.

We had a long 3 days. We got a preliminary report, final report was received during this meeting. More detail will be given next week regarding actions that need to be taken. Jeri met with Kendra Cupps yesterday to work out timelines for applications for free and reduced applications. Melissa wants the report submitted.

h. Utah School Boards Association 2026 Annual Conference

Board will discuss the Utah School Boards Association 2026 Annual Conference focusing on key takeaways and highlights.

Navigating the AI Paradox - Emphasis on human centered AI. It may be time to create a policy committee. A framework was created first for students and adults to ensure that everything matched back to their vision.

Looking Ahead to 2026: Navigating the Utah Legislative Landscape - gave a heads up on an attendance bill coming up. Bills coming up for early literacy interventions. Something more about devices, cell phones and more. Potentially capping property taxes. School safety bills seem unrealistic, seem like we should focus on mental health and more prevention than "bars on the windows and safety film". Recognition of needs going up, so we need to start quantifying that information. Technology is hurting our attendance - if it can be done online, why go to school? Book recommendation - Smart Revivity (sp)

Current Legal Issues - Polarization in the room - our process for banning books is unconstitutional.

Rob's Rules of Order - Would like the laminated cheat sheet. Frequent motion slides - print and laminate. We do it for transparency and trust, it brings emotions down if necessary,

allows for a moment of pause.

Connecting High School Youth to Workforce Opportunities by Bridging Education and Employment - Program on VR called Transfer Trek with over 80 different jobs to try out. Focus on disengaged/high risk youth. Try to set up a presentation with workforce development. This program is free. They come here for a few days and do that with the students.

Remoralizing the Demoralized - Talked about burnout versus demoralization. 5 criteria. Kathy and Melissa think this would be great for our admin team. Matt will reach out to see what we can do about getting something together for our staff.

I Have to Know What? Understanding the FMLA and ADA - We are not strong with this. Two biggest issues are going to be: Are we applying it and are we applying it consistently?

Pull Up a Chair: Student Leaders at the Board Table - This is important to have but should not be the same person as the Student Body President. SBP is always busy and not always available. This would be a board selected position and would be an official position and they would be required to attend meetings.

Driving Success: School Land Trust Program Support for School Board Members - Training for school admin. Looking at making sure that we are using the funds well. The presenter would be happy to come to Moab and present. School Community Counsel is involved in making the funding. The funds have to be spent in a way that can be tied back to the school goals. The Board has the ability to say that funds can't be used in a certain way and that the SCC has to go back to plan to make changes, but they cannot tell them what they have to do or give them other ideas.

Strengthening School Leaders - It isn't our job as the Board to do the things (implement the new ideas) it is our job to give ideas to the Superintendent and figure out how to make it happen. Leaders support and mentor each other.

Are You a Highly Effective School Board Member - Board packets ready by Friday afternoon before a meeting. What is

it going to take to get administrators to get their reports in on time? Board and Superintendent and Business Administrator relationship and roles. Curiosity does not equal critique. "The Board is the 'What', the Super is the 'How'" Book - The Governor's Core. Wrap up meeting with 'what's next'.

Truth in Taxation: What You Need to Know and How to Prepare - Pretty much everything is changing this coming year if everything passes.

Attendance Essentials: Building and Refining Systems to Support Improved Attendance - Importance of tracking systems and attendance codes. Board is a big part of the attendance campaign. Incentives for elementary students - incentives were harder for secondary level students.

School Finance Basics - It was amazing. Jeri will be using a lot of that for Finance 101.

- i. Review of Non-Negotiated Policies (B-D) with Substantive Changes (Column 3) 41 - 110

The following policies can be found in Column 3 of the USBA and GCSD Model Policy Chart. They are non-negotiated policies that have substantive changes this year.

[BAB Board Fiscal Responsibilities redline.docx](#) 

[BBC Board Members Vacancies on the Board redline.docx](#) 

[BBD Board Members Conflicts of Interest redline.docx](#) 

[BEA Notice Requirements redline.docx](#) 

[CAH Program Accounting redline.docx](#) 

[CB Procurement redline.docx](#) 

[CBG Contracts and Contract Limitations redline.docx](#) 

[CBK Child Nutrition Program Procurement redline.docx](#) 

[CE School Safety redline.docx](#) 

[CEA School Safety Video and Audio Surveillance redline.docx](#) 

[CJCA Transportation Equipment Buses redline.docx](#) 

[CJDBA Transportation Operations Unauthorized Persons on](#)

[Buses redline.docx](#) 

[DABA Paraprofessional Qualifications redline.docx](#) 

[DACA Duty to Personally Report Arrests redline.docx](#) 

[DDC Reporting Substantial Threats Against a School redline.docx](#) 

[DFA Educator Induction Mentoring and Professional Learning redline.docx](#) 

[DFC Employee Surveys redline.docx](#) 

[DFE Highly Needed Educator Salary Supplement redline.docx](#) 

63 total with substantive changes. Matt has broken up the policies into bunches. Some are small word changes, but a small word change can make a big change.

BAB - hotline comes back in GAB or GBA (Kathy)

BBD - being changed, next one will be about 11 pages long (Matt)

State Security Chief - Matt Pennington; Libby Bailey is our School Safety Director. Presentation from Libby.

DFA - currently done through Kendra Cupps and Alanna Simmons-Cameron.

DFE - previously approved. Not needed next meeting.

- | | | |
|----|---|-----|
| j. | Personnel List | 111 |
| | January 2026 Personnel List.pdf  | |

4. Executive Session

Move to go into Executive Session for Personnel.

Moved by: Dave Bierschied

Seconded by: Kathy Williams

Passed; 5-0

Executive Session started at 7:11pm.

Excuse Matt, Jeri, NaShay

Recorder off: 7:12pm

Recorder on: 7:19pm

Move to come out of Executive Session.

Moved by: Dave Bierschied

Seconded by: Lauralee Green

Passed; 5-0

Executive Session ended at 7:21pm.

5. Adjournment

Move to adjourn the meeting.

Moved by: Dave Bierschied

Seconded by: Kathy Williams

Passed; 5-0

Meeting ended at 7:21pm.

TALKING POINTS REGARDING FOOTBALL

I. TO MAKE A CHANGE TO 8 PLAYER FOOTBALL

A. PROCEDURE

- 1. DRAFT AND SUBMIT A LETTER TO THE UHSAA BOT AND ROB CUFF TO REQUEST INDEPENDENT STATUS**
- 2. PERIOD RECOMMENDED IS 3 YEARS** (1 with current alignment and then through the next realignment period)
- 3. APPROVAL FROM THE UHSAA BOT (Board of Trustees)**

B. ADDITIONAL ITEMS

- 1. DIRECTION OF THE GCSD BOARD**
- 2. SURVEY PLAYERS/PARENTS/ COACHES/COMMUNITY**

II. PROS OF 8 PLAYER FOOTBALL

A. BUILD THE PROGRAM BACK

- 1. REDUCES THE NUMBER OF ATHLETES NEEDED TO FIELD THE TEAM**
- 2. REDUCES STRESS ON PLAYING BOTH WAYS - IRON MAN**

B. ENSURES BETTER SAFETY OF PLAYERS

- 1. REDUCES NEED TO PLAY FRESHMAN AND SOPHOMORES ON THE VARSITY TO FILL HOLES/GAPS BY LIMITED UPPER CLASSMEN**
- 2. PLAYERS CAN STAY AT SUB-VARSITY LEVEL TO BETTER THEIR SKILLS AND HAVE SUCCESS VS. STUDENTS THEIR OWN AGE.**

C. SUCCESS WOULD BRING CONFIDENCE/JOY/COMPETITIVE SPIRIT.

- 1. DATA SHOWS IN UTAH THE “VIBE AND MORALE” IMPROVES IN THE PROGRAM, SCHOOL AND COMMUNITY AND A RENEWAL OF EXCITEMENT FOR THE PROGRAM - (DES NEWS)**

D. SUSTAINABILITY/LONG TERM

- 1. PATHWAY TO CONTINUE SPORT RATHER THAN FOLDING ENTIRELY**
- 2. RESOURCES BETTER MANAGED WITH SMALLER PROGRAM**

III. CONS OF 8 PLAYER FOOTBALL

- A. REDUCED ROSTER SIZE MEANS LESS MARGIN FOR ERROR WITH INJURIES**
- B. DIFFERENT STYLE OF FOOTBALL THAT PLAYERS/COACHES MAY NOT HANDLE WELL IN TRANSITION**
 - 1. FEWER POSITIONS CREATE LESS SPECIALIZATION POSITIONS**
 - 2. COMMUNITY/ALUMNI/PARENTS RESIST SAYING IT IS WATERING DOWN AND CREATING A INFERIOR PROGRAM THAT ISN'T FOOTBALL**
 - 3. CURRENT COACHING STAFF IS OPPOSED TO 8 PLAYER CONSIDERATION**
- C. POTENTIAL SCHEDULING AND COMPETITION PROBLEMS**
 - 1. MAY REQUIRE MUCH LONGER TRAVEL**
 - 2. TRAVEL MAY HAVE TO INCLUDE OUT OF STATE**
- D. MAY LIMIT GROWTH AND SUSTAINIBILITY**
 - 1. MAY LOSE VALUE TO COMMUNITY**
 - 2. FEWER OPPORTUNITIES WITH LESS POSITIONS-STUDENTS MAY CHOOSE NOT TO PLAY**
- E. POTENTIAL STIGMA/PERCEPTION ISSUES**
 - 1. FANS MAY RESIST SHIFT**
 - 2. RIVALRIES LOST**
 - 3. LESS RECOGNITION OF PROGRAM IN THE STATE**
- F. NO POSTSEASON OPPORTUNITIES OR ACADEMIC ALL-STATE**

IV. OTHER THINGS TO KNOW

A. FIELD WOULD NEED TO BE RESIZED BUT GOAL POSTS WOULD REMAIN

B. 8 PLAYER FOOTBALL IS RELATIVELY NEW TO UTAH SO THERE IS NO LONG TERM DATA (SANCTIONED IN 2022)

C. PARTICIPATION NUMBERS COLLECTED FROM RMA AND SENSE OF WHERE NUMBERS FINISHED

1. 2025 started 33 finished 21
2. 2024 started 40 finished 26
3. 2023 started 35 finished 24
4. 2022 started 37 finished 28
5. 2021 started 34 finished 27
6. 2020 started 33 finished 27
7. 2019 started 39 finished 34
8. 2018 started 42 finished 28 lost championship
9. 2017 started 44 finished 38 lost semis
10. 2016 started 56 finished 49
11. 2015 started 57 finished 53
12. 2014 started 49 finished 44
13. 2013 No RMA data started 55 finished 50 lost championship
14. 2012 No RMA data started 55 finished 47 lost semis

D. 25 YEARS OF COMPETITIVE RECORD HISTORY

1. SINCE 2020 THE RECORD IS 6-56 11%
2. FROM 2015 TO 2025 THE RECORD IS 39-79 49%
3. FROM 2005 - 2014 THE RECORD IS 59-50 54%
4. FROM 2000-2004 THE RECORD IS 6-42 14%
5. THE LAST 25 YEARS THE RECORD IS 104-171 38%

E. RECORD & AVE POINTS ALLOWED AND AVE POINTS SCORED

2025: 0-9: allowed 58.6 / scored 3.7	2012: 7-4: allowed 24.9 / scored 25.5
2024: 1-10: allowed 43.9 / scored 14.1	2011: 2-8: allowed 29.5 / scored 13.6
2023: 2-9: allowed 44.4 / scored 18.1	2010: 5-6: allowed 26.3 / scored 23.9
2022: 2-9: allowed 41.0 / scored 15.4	2009: 7-5: allowed 16.5 / scored 24.0
2021: 0-10: allowed 49.0 / scored 5.0	2008: 3-7: allowed 22.2 / scored 13.2
2020: 1-9: allowed 52.3 / scored 20.4	2007: 6-5: allowed 19.3 / scored 20.9
2019: 5-6: allowed 23.3 / scored 22.6	2006: 8-3: allowed 12.8 / scored 32.6
2018: 8-4: allowed 17.0 / scored 25.8	2005: 9-2: allowed 10.5 / scored 28.6
2017: 9-2: allowed 15.1 / scored 35.6	2004: 3-7: allowed 19.4 / scored 17.2
2016: 5-6: allowed 26.1 / scored 20.4	2003: 2-7: allowed 23.6 / scored 12.9
2015: 6-5: allowed 26.0 / scored 27.9	2002: 0-10: allowed 31.7 / scored 9.8
2014: 2-8: allowed 33.5 / scored 17.8	2001: 0-9: allowed 33.1 / scored 17.8
2013: 10-2: allowed 14.2 / scored 31.0	2000: 1-9: allowed 38.0 / scored 10.8

- V. SUMMARY - MOVING FROM THE 2A CLASSIFICATION IN FOOTBALL TO AN EIGHT PLAYER FOOTBALL PROGRAM THAT HAS RECENTLY:**
- STRUGGLED COMPETITIVELY**
 - HAS NOT ACHIEVED CONSISTENT PARTICIPATION NUMBERS AT OR ABOVE 40 PLAYERS FOR THE LAST 10 YEARS**
 - SIGNIFICANT SAFETY CONCERNS**

A. POTENTIAL BENEFITS

- 1. COMPETITIVE BALANCE**
- 2. INCREASED SAFETY FOR PLAYERS**
- 3. MORE PLAYERS FOR LESS POSITIONS**
- 4. SUCCESS PLAN FOR DEVELOPMENT OF SKILL**
- 5. POSITIVE ATTITUDE AND COMPETITIVE SPIRIT**

B. POTENTIAL AND ACTUAL DRAWBACKS

- 1. SCHEDULING AND TRAVEL CHALLENGES**
- 2. COMMUNITY ACCEPTANCE**
- 3. NO POSTSEASON OPPORTUNITIES/HONORS**
- 4. INJURY COULD BE MORE SIGNIFICANT TO PROGRAM**
- 5. REDUCED VISIBILITY TO PROGRAM AND PLAYERS**
- 6. REDUCED GATE REVENUE**



DISCUSSION ON RED DEVIL FOOTBALL

REMAIN IN 2A OR DECLARE INDEPENDENT STATUS TO COMPETE IN
EIGHT PLAYER FOOTBALL

SHOULD WE TRANSITION FROM 2A (11 player) TO INDEPENDENT
11 or 8-PLAYER FOOTBALL





THE PURPOSE

- Review the challenges facing our current football program
- Outline the pros and cons of transitioning to a 8-player program
- Consider a decision-making process
- Look for data-driven recommendations but know there isn't much data available in Utah at this time
- Allow the GCSD Board or designee(s) assigned to consider the next steps





THE WHY

- Declining/stagnant participation numbers
- Increased player injury and fatigue
- Competitive imbalance
- Concern for the long term future of the program as is





KEY DIFFERENCES

11-PLAYER

- *Larger roster requirement (25-30)
- *Traditional sized field
- *More position depth opportunity
- *Division alignment with playoffs/honors
- *Five lineman required
- *Jersey number restrictions by position

8-PLAYER (Independent)

- *Smaller roster requirement (12-18)
- *Modified field width
- *Faster style game, more offense
- *Independence to schedule
- *Three lineman required
- *No jersey restrictions with positions





PROS OF SWITCHING TO 8-PLAYER

- Increased competitive balance
- Better safety to athletes due to lower fatigue loads placed on players
- Easy roster management and retention
- Ability to preserve football for community
- Flexibility in scheduling
- Meaningful playing time for student-athletes





CONS TO SWITCHING TO 8-PLAYER

- **Loss of divisional structure and guaranteed games for program**
- **Possible increase to travel and out of state - but not likely in speaking with Monticello**
- **Reduced visibility in state/media coverage and player exposure**
- **Community/Stakeholder resistance to leaving traditional football**
- **Potential financial impacts - gate revenue, travel, limited liability out of state**





DECISION-MAKING CONSIDERATIONS

- **Participation numbers**
- **Competitiveness**
- **Safety and welfare of players**
- **Financial and logistical impacts**
- **Community and stakeholder input and support**
- **Student-athlete opportunities**
- **Alignment and mission of district and long term vision for the program**





RECOMMENDATION OPTIONS

OPTION A: REMAIN IN 2A AS 11-PLAYER

- Commit to growth and recruitment of program
- Rework a conditioning and safety program
- Accept the current competitive environment

OPTION B: DECLARE INDEPENDENT STATUS FOR THREE YEARS AS 11 or 8-PLAYER PROGRAM

- Develop a transition plan
- Maintain transparency to community/stakeholders
- Schedule other 8-player schools/teams and work with Monticello who master schedules for the state

OPTION C: CONSIDER A HYBRID APPROACH

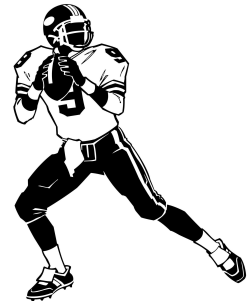
- Remain in 11-player for 2026 season for varsity and play only 8-player in sub-varsity while studying moving to 8-player in the next realignment 2027-29
- Look to build middle school and Moab City Rec feeder systems in football





SUGGESTED NEXT STEPS

- **Board discussion**
- **Timeline for a decision created**
- **Gather stakeholder input - if desired**
- **Prepare communication plan**
- **Create a roadmap for direction decided**



2026-2027

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Date	Event or Holiday
Jul 03	Independence Day (observed)
Jul 24	Pioneer Day
Aug 19	First Day of School
Sep 07	Labor Day
Oct 16	Fall Break
Nov 25-27	Thanksgiving Holiday
Dec 21 - Jan 1	Winter Holiday Break
Jan 18	Martin Luther King, Jr. Day
Feb 15	President's Day
Mar 22 - Mar 26	Spring Break
May 28	Last Day of School
May 31	Memorial Day
Jun 19	Juneteenth (observed)

Quarters	
1st	August 19 - October 15 (41 days)
2nd	October 20 - December 21 (41 days)
3rd	January 5 - March 12 (47 days)
4th	March 16 - May 28 (49 days)

	Event or Holliday
	Teacher Days - No School
	First Day of Quarter
	Last Day of Quarter
	CCR Day - 1/2 Day of School

178 School Days of Instruction
 2 Professional Development Days = 180
 3 Teacher Days (No School) = 183

ND191216-Qtr-1a3

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2026-2027

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January 2027						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Date	Event or Holiday
Jul 03	Independence Day (observed)
Jul 24	Pioneer Day
Aug 19	First Day of School
Sep 07	Labor Day
Oct 16	Fall Break
Nov 25-27	Thanksgiving Holiday
Dec 21 - Jan 1	Winter Holiday Break
Jan 18	Martin Luther King, Jr. Day
Feb 15	President's Day
Mar 22 - Mar 26	Spring Break
May 28	Last Day of School
May 31	Memorial Day
Jun 19	Juneteenth (observed)

Quarters	
1st	August 19 - October 15 (41 days)
2nd	October 20 - December 18 (41 days)
3rd	January 5 - March 11 (46 days)
4th	March 15 - May 28 (50 days)

	Event or Holliday
	Teacher Days - No School
	First Day of Quarter
	Last Day of Quarter
	CCR Day - 1/2 Day of School

178 School Days of Instruction
+ 2 Professional Development Days = 180
3 Teacher Days (No School) = 183

ND181511-Qtr-1a2

a 9
s 21
o 11
41
o 9
n 18
d 14
41
j 18
f 19
m 9
46

178

Board Members: Conflicts of Interest

Private, Controlled, or Protected Information—

Board members may not:

1. Accept employment or engage in any business or professional activity that the member might reasonably expect would require or induce the member to improperly disclose controlled information gained by reason of being a member of the Board.
2. Disclose or improperly use controlled, private or protected information acquired by reason of membership on the Board or in the course of official duties for the member's or another's private gain or benefit.
3. Use or attempt to use the member's position on the Board to substantially further the member's economic interest or to secure special privileges or exemptions for the member or others.
4. Accept other employment that the member might expect would impair the member's independence of judgment in performing the member's public duties.
5. Accept other employment that the member might expect would interfere with the ethical performance of the member's duties.

[Utah Code § 67-16-4 \(2018\)](#)

Accepting Gifts, Compensation or Loan—

No Board member shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for the member or another if:

1. It would tend to influence someone in the member's position in the discharge of official duties;
2. The member knows or someone in the member's position should know it is a reward for the member's action; or
3. The member recently has been, or 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 below captioned "Receiving Compensation for Assistance in Transaction Involving a Government Agency."

This section does not apply to the following:

1. An occasional non-pecuniary gift having a value of not in excess of \$50.00;
2. An award publicly presented in recognition of public services;

3. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans.
4. A political campaign contribution if the contribution is actually used in a political campaign of the recipient Board member.

[Utah Code § 67-16-5 \(2014\)](#)

Receiving Compensation for Assistance in Transaction Involving a Government Agency—

A “government agency” is any department, division, agency, commission, board, council, committee, authority or any other institution of the state or any of its political subdivisions, including the District and Board of Education. No Board member shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving a government agency unless the member files with the Board president, the superintendent, the state attorney general’s office, and the head of the agency with which the transaction is being conducted a sworn written statement containing the following information:

1. The name and address of the Board member.
2. The name of the District.
3. The name and address of the person or business entity being or to be assisted.
4. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

The sworn statement shall be filed on or before the earlier of 10 days after the date of any agreement between the Board member and the person or business entity being assisted or 10 days after the receipt of compensation.

The superintendent shall post the sworn statement on the District’s website and ensure that it remains on the website while the Board member remains in office.

[Utah Code § 67-16-3\(1\) \(2024\)](#)

[Utah Code § 67-16-6 \(2024\)](#)

Annual Conflict of Interest Disclosure—

Unless the Board member is required to file a conflict of interest disclosure statement because of holding another position, each Board member shall prepare and submit to the superintendent a written conflict of interest disclosure statement between January 1 and January 31 of each year the Board member is in office.

[Utah Code § 67-16-16\(1\) \(2024\)](#)

The written conflict of interest statement shall include each item of information required by Utah Code § 20A-11-1604(46).

[Utah Code § 20A-11-1604\(46\) \(20222025\)](#)

[Utah Code § 67-16-16\(1\)\(a\) \(2024\)](#)

The superintendent shall post an electronic copy of the conflict of interest disclosure statement on the District's website within 10 business days of receipt from the superintendent and provide the lieutenant governor with a link to the posting. The superintendent shall ensure that the disclosure remains posted on the District's website while the Board member remains in office. If the Board member is not required to submit the disclosure statement to the superintendent because the Board member is required to file a conflict of interest disclosure statement because of holding another position, the superintendent shall post a link to the Board member's disclosure on the District website and shall provide the lieutenant governor with a copy of the link. If the Board member or the Board member's spouse is an at-risk government employee as defined in Utah Code § 63G-2-303(1)(a) and the Board member requests redaction of employment information or the spouse's name and employment information, the superintendent shall redact the information from the disclosure before posting the conflict of interest disclosure statement.

[Utah Code § 67-16-16\(2\), \(7\) \(2024\)](#)

[Utah Code § 20A-11-1604\(7\) \(2025\)](#)

[Utah Code § 63G-2-303\(1\)\(a\) \(2025\)](#)

If the superintendent determines that a Board member has not timely submitted a conflict of interest disclosure statement or that the statement does not meet the statutory requirement, the superintendent shall notify the Board member within five days and direct the Board member to submit a statement or an amended statement correcting the problem. If the statement or corrected statement is not submitted within seven days after the superintendent's notice, the superintendent shall report the violation to the Utah Attorney General and shall impose a civil fine of \$100 against the Board member. Any such fine shall be deposited into the District's general fund as a dedicated credit to pay for the costs of administering the disclosure requirement.

[Utah Code § 67-16-16\(3\)-\(6\) \(2024\)](#)

FORM

Board of Education Member Conflict of Interest Disclosure

(If additional space or entries are required for any required disclosure item, attach additional pages containing the required information and identifying the disclosure item the information relates to. If additional pages are attached, please check this space: _____.)

(Note: If you are an at-risk government employee, as defined in Utah Code § 63G-2-303(1)(a), you may request that your employment information provided below be redacted before this disclosure is made public; if your spouse is an at-risk government employee you may request that your spouse's name and employment information be redacted from this disclosure before it is made public.)

Name: _____

Name of Board member's spouse (if any): _____

Name of each adult residing in Board member's

household but not related by blood or marriage (if any): _____

Employment

Board member's current employer(s)

Name of employer: _____

Address of employer: _____

Description of Board member's employment with employer: _____

Board member's job title with employer: _____

Board member's occupation with employer: _____

Name of employer: _____

Address of employer: _____

Description of Board member's employment with employer: _____

Board member's job title with employer: _____

Board member's occupation with employer: _____

Board member's employer(s) during the past year

(List any employers during the past year not listed above.)

Name of employer: _____

Address of employer: _____

Description of Board member's employment with employer: _____

Board member's job title with employer: _____

Board member's occupation with employer: _____

Entities

Affiliated entities

(List each entity of which the Board member is currently or in the prior year was an owner or officer)

Name of entity: _____

Board member's position in the entity: _____

Description of the type of business or activity conducted by the entity: _____

Name of entity: _____

Board member's position in the entity: _____

Description of the type of business or activity conducted by the entity: _____

Investment interests

(List any entity in which the Board member holds stocks or bonds with a fair market value equal to or greater than \$5,000, valued either at present or within the prior year. This excludes funds managed by a third party, such as blind trusts, managed investment accounts and mutual funds.)

Name of entity: _____

Description of the type of business or activity conducted by the entity: _____

Name of entity: _____

Description of the type of business or activity conducted by the entity: _____

Other income

(List each individual or entity from whom the Board member received \$5,000 or more in income during the preceding year. Note that if the Board member provides goods or services to multiple customers or clients as part of a business and licensed profession, the Board member is only required to provide this information in relation to the entity or practice through which the Board

member provides the goods and services and is not required to provide information about the Board member's individual customers or clients.)

Name of individual or entity:

Description of the type of business or activity conducted by the individual or entity:

Name of individual or entity:

Description of the type of business or activity conducted by the individual or entity:

Entity leadership positions

(List each entity not listed above for which the Board member is currently or in the prior year was either in a paid leadership capacity or in a paid or unpaid position on a board of directors)

Name of entity or organization:

Board member's position with the entity or organization:

Description of the type of business or activity conducted by the entity:

Name of entity or organization:

Board member's position with the entity or organization:

Description of the type of business or activity conducted by the entity:

Spouse Employment

Current employer(s) of spouse

Name of spouse employer:

Address of spouse employer:

Description of spouse's employment with employer:

Spouse's job title with employer:

Spouse's occupation with employer:

Name of spouse employer:

Address of spouse employer:

Description of spouse's employment with employer:

Spouse's job title with employer:

Spouse's occupation with employer:

Spouse employer(s) during the past year

(List any employers of the Board member's spouse during the past year not listed above.)

Name of spouse employer:

Address of spouse employer:

Description of spouse's employment with employer:

Spouse's job title with employer:

Spouse's occupation with employer:

Affiliated Adult Employment

(Complete for each adult residing in Board member's household but not related by blood or marriage)

Affiliated adult's name:

Affiliated adult's occupation:

Description of affiliated adult's employment:

Affiliated adult's name:

Affiliated adult's occupation:

Description of affiliated adult's employment:

Optional Disclosures

If desired, describe any real property in which the Board member holds an ownership or other financial interest that the Board member believes may constitute a conflict of interest:

Description of real property:

Description of the type of interest held by the Board member:

If desired, describe any other matter or interest that the Board member believes may constitute a conflict of interest:

Description of matter or interest:

Description of matter or interest:

I believe that the information provided with this disclosure statement is true and accurate to the best of my knowledge.

Date Disclosure Completed

Board Member Signature:

Time and Effort

Standards—

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. (2 C.F.R. Part 200.430(i)(1)) In addition, employees who are paid from state and local funds, but whose salaries are used for cost sharing or matching, must also keep time and effort documentation. (§ 200.430(i)(4))

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. In accordance with § 200.430(i)(1), these records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both federally-assisted and all other activities compensated by the District on an integrated basis;
- Comply with the established accounting policies and practices of the District
- Support the distribution of the employee's salary or wages among specific activities or cost objectives.

Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to federal awards, but may be used for interim accounting purposes provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. (§200.430(i)(1)(viii))

Procedures—

To meet the above requirements, all employees who must complete time and effort forms must submit either a semi-annually certification or monthly certification. The type of form depends on the number of programs, activities or awards that an employee works on. (2 C.F.R. Part 200.28)

All employees whose work is funded fully (100%) by a single program or grant award must complete a semi-annual Time and Effort certification. The semi-annual certification form must:

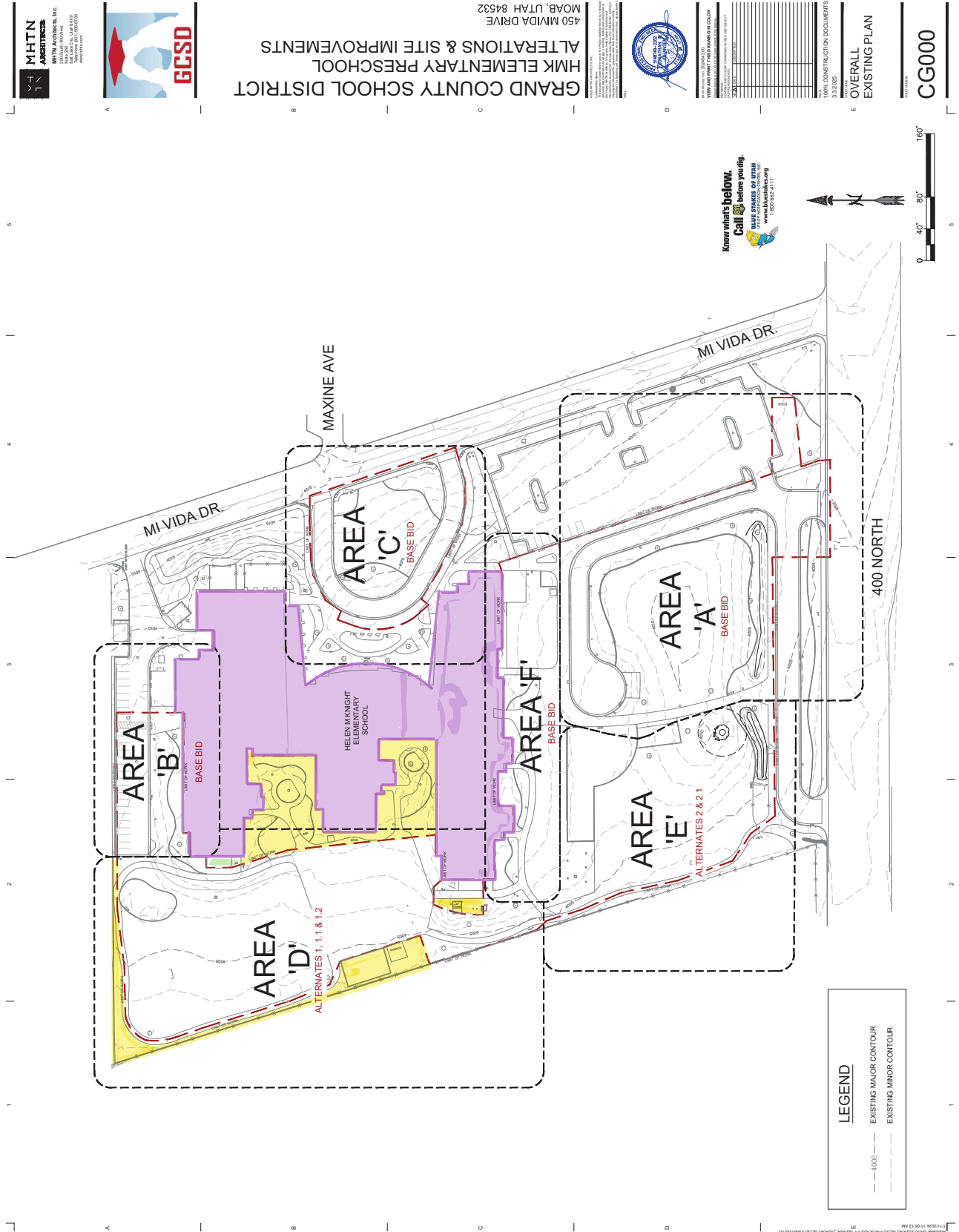
1. Completed at least every six (6) months (twice a year)

2. Be signed by the employee and the supervisor with direct knowledge of the work being performed
3. Reflect an after-the-fact distribution of the actual activity
4. Account for the total activity for which each employee is compensated

All Employees whose work is partially funded by Title funding, a Time and Effort form is needed quarterly or semi-annually with all programs and percentages indicated including items two through four (2-4) listed above.

Reconciliation Procedures—

It is critical for payroll charges to match the actual distribution of time recorded on the certification documents. All the Time and Effort certifications are collected by the District Office and reviewed for accuracy, appropriate signatures and dates.



Know what's below.
Call **BEFORE** you dig.
800-4-A-HEAD
UTAH DIVISION OF ENERGY
www.4-a-head.org
1-800-452-4171

GRAND COUNTY SCHOOL DISTRICT
HMK ELEMENTARY PRESCHOOL
ALTERATIONS & SITE IMPROVEMENTS
450 MI VIDA DRIVE
MOAB, UTAH 84532

MHTN ARCHITECTS
1000 N. MAIN ST., SUITE 100
MIDLAND, TEXAS 79701
TEL: 817.440.1111
WWW.MHTNARCHITECTS.COM

GCCSD
GRAND COUNTY SCHOOL DISTRICT

DAVID L. SMITH
STATE OF UTAH
NO. 33320
EXPIRATION DATE: 12/31/2025

PROJECT NO. 2024-001
SHEET NO. 1 OF 1
DATE: 11/05/24

CONTRACT DOCUMENTS
3.3.2025

OVERALL EXISTING PLAN

CG000



Proposal Request

PR No. 03

Project:	HMK Preschool Alterations & Site Improvements	Date: 10/6/2025
	505 N Mivida Dr	Contract For: General Construction
	Moab, UT 84532	Contract Date: 04/24/2025
Owner:	Grand County School District	
	Matt Keyes	
	264 South 400 East	
	Moab, UT 84532	
Contractor:	TWS C	Issued by:
Attn:	Shae Batt	MHTN Architects, Inc.
	285 S 400 E	Project No.: 2024543
	Moab, UT 84532	PM: Angela Rose / Clifford Curtis

This is NOT a Change Order nor a directive to proceed with the Work described herein.
Please submit an itemized quotation for changes in the Contract Sum and/or Contract Time incidental to proposed modifications to the Contract Documents described herein. Submit proposal within seven days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

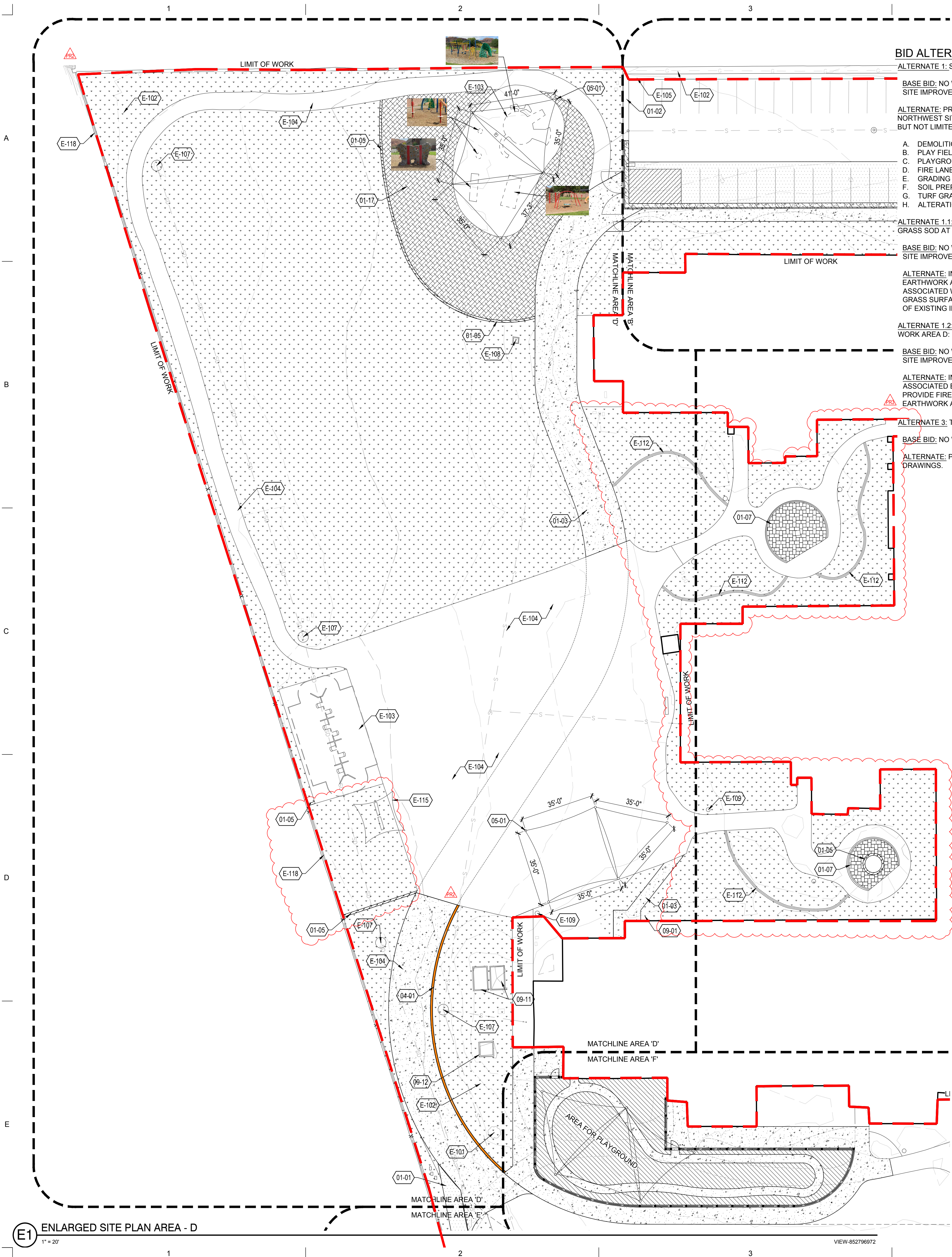
Description

At the request of Grand County SD, the following changes have been made to the areas between the classroom wings as described:

1. SHEET AS104
 - a. Added pavers in plaza area inside the exiting walls.
 - b. Added mow curbs near swing set – see plans
2. Sheet AS501
 - a. Added detail D3 - Concrete Unit Paver / Concrete Detail
3. Sheet LP104
 - a. Added Landscape Rock to the areas indicated on plans.
 - b. Added Synthetic Turf to different areas see plans for areas.
 - c. Also indicated locations for boulders. Boulders are to be boulders that are salvaged from other areas of the site.

Attachments

AS104
AS501
LP104



BID ALTERNATES AREA 'D'
ALTERNATE 1: SITE IMPROVEMENTS AT WORK AREA 'D'

BASE BID: NO WORK AT THE NORTHWEST SITE AREA REGARDING SITE IMPROVEMENTS.

ALTERNATE: PROVIDE SITE IMPROVEMENT WORK AT THE NORTHWEST SITE AREA AS INDICATED ON DRAWINGS, INCLUDING, BUT NOT LIMITED TO:

- A. DEMOLITION
- B. PLAY FIELD EQUIPMENT
- C. PLAYGROUND EQUIPMENT AND PROTECTIVE SURFACING
- D. FIRE LANE ASPHALT PAVING
- E. GRADING AND OTHER EARTHWORK
- F. SOIL PREPARATION
- G. TURF GRASS SOD
- H. ALTERATION OF EXISTING PLANTING IRRIGATION SYSTEM

ALTERNATE 1.1: SYNTHETIC GRASS SURFACING IN LIEU OF TURF GRASS SOD AT WORK AREA D:

BASE BID: NO WORK AT THE NORTH WEST SITE AREA REGARDING SITE IMPROVEMENTS.

ALTERNATE: IN LIEU OF PLAY FIELD TURF GRASS SOD, ASSOCIATED EARTHWORK AND ALTERATION OF EXISTING IRRIGATION SYSTEM ASSOCIATED WITH ALTERNATE 1, PROVIDE PLAY FIELD SYNTHETIC GRASS SURFACING, ASSOCIATED EARTHWORK AND ALTERATION OF EXISTING IRRIGATION SYSTEM AT THE NORTHWEST SITE AREA.

ALTERNATE 1.2: CONCRETE PAVING IN LIEU OF ASPHALT PAVING AT WORK AREA D:

BASE BID: NO WORK AT THE NORTH WEST SITE AREA REGARDING SITE IMPROVEMENTS.

ALTERNATE: IN LIEU OF FIRE LANE ASPHALT PAVING AND ASSOCIATED EARTHWORK ASSOCIATED WITH ALTERNATE 1, PROVIDE FIRE LANE CONCRETE PAVING AND ASSOCIATED EARTHWORK AT THE NORTHWEST SITE AREA.

ALTERNATE 3: TENSION FABRIC (SHADE) STRUCTURES

BASE BID: NO WORK REGARDING SHADE STRUCTURES

ALTERNATE: PROVIDE SHADE STRUCTURES AS INDICATED ON DRAWINGS.

REFERENCE NOTES SCHEDULE AREA 'D'				
SYMBOL	CODE	DESCRIPTION	DETAIL	RELATED DETAILS
	01-01	ASPHALT PAVING - SEE CIVIL		321216
	01-02	CONCRETE CURB AND GUTTER - SEE CIVIL		321613
	01-03	CONCRETE PAVING - SEE CIVIL		321300
	01-05	CONCRETE MOWSTRIP	C1/A5501	321600
	01-07	CONCRETE UNIT PAVING TYPE 1		321400
	01-17	PLAYGROUND PROTECTIVE SURFACING	B4/A5501	321800
SYMBOL	CODE	DESCRIPTION	DETAIL	
	04-01	SEGMENTED RETAINING WALL	A2/A5501	
05 SITE FURNISHINGS				
	05-01	SHADE STRUCTURE - BID ALTERNATE 5		
SYMBOL	CODE	DESCRIPTION	DETAIL	SPECIFICATIONS
09 LANDSCAPE AND IRRIGATION				
	09-01	LANDSCAPE - SEE PLANTING AND IRRIGATION PLAN		329300
	09-03	SYNTHETIC TURF	B2/A5501	
	09-11	EXISTING IRRIGATION EQUIPMENT IN PRECAST VAULT - PROTECT IN PLACE		
	09-12	EXISTING IRRIGATION PUMP & WELL - PROTECT IN PLACE		
SYMBOL	CODE	DESCRIPTION	DETAIL	
REFERENCE NOTES				
	E-101	EXISTING TREE TO REMAIN - PRESERVE AND PROTECT		
	E-102	EXISTING LANDSCAPE - PRESERVE AND PROTECT		
	E-103	EXISTING PLAYGROUND PRESERVE AND PROTECT		
	E-104	EXISTING ASPHALT - SEE CIVIL		
	E-105	EXISTING CONCRETE CURB & GUTTER - SEE CIVIL		
	E-107	EXISTING UTILITY MANHOLE - SEE CIVIL		
	E-108	EXISTING CATCH BASIN - SEE CIVIL		
	E-109	EXISTING LIGHT POLE - SEE ELECTRICAL		
	E-112	EXISTING MOWSTRIP - SEE CIVIL		
	E-116	EXISTING SHADE STRUCTURE - PRESERVE AND PROTECT		
	E-118	EXISTING PRECAST CONCRETE FENCE WALL		

GRAND COUNTY SCHOOL DISTRICT
HMK ELEMENTARY PRESCHOOL
ALTERATIONS & SITE IMPROVEMENTS
505 N MIVIDA DRIVE
MOAB, UTAH 84532

MHTN ARCHITECTS, INC.
280 South 400 West
Suite 200
Salt Lake City, Utah 84101
Telephone (801) 595-6700
www.mhtn.com



MHTN PROJECT NO. 2024543.00

Original drawing is 20 x 42. Do not scale contents of this drawing.

REVISIONS:
CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT

LAST REVISION DATE:

REV. NO. DATE DESCRIPTION

PROJ. 10/25/2024 PRO

REV. 10/25/2024 PRO

REV. 10/25/2024 PRO

REV. 10/25/2024 PRO

REV. 10/25/2024 PRO

REV. 10/25/2024 PRO

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REV. 10/25/2024 PRO

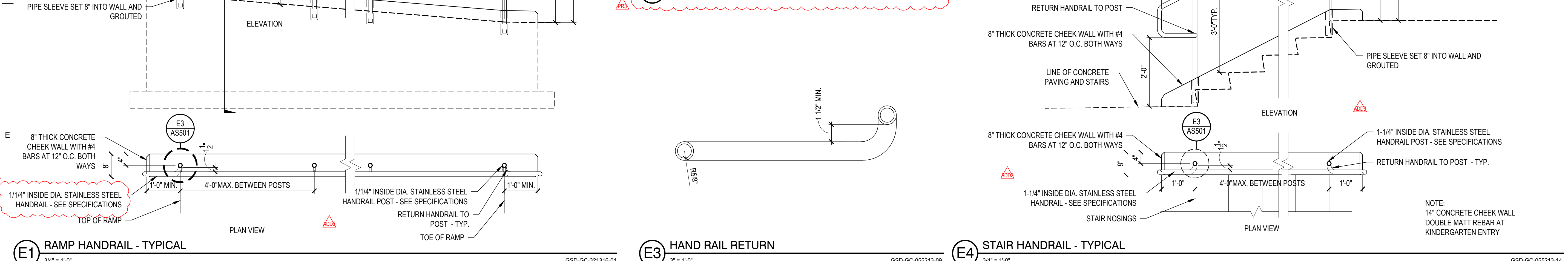
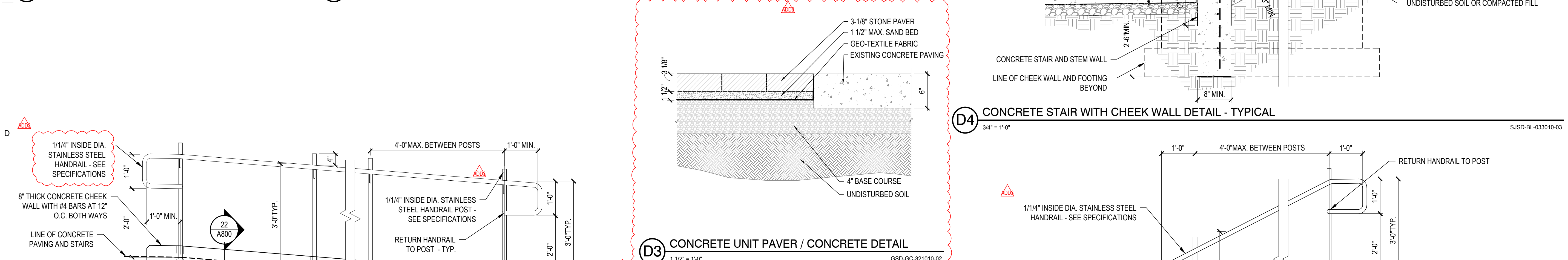
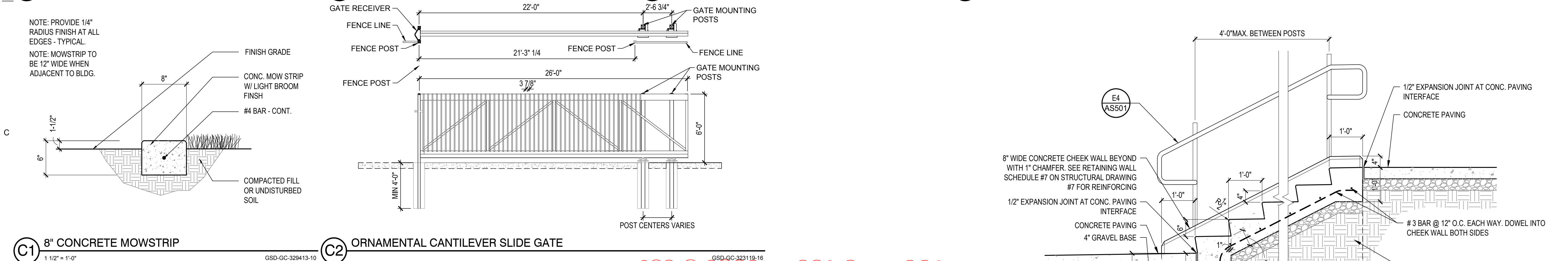
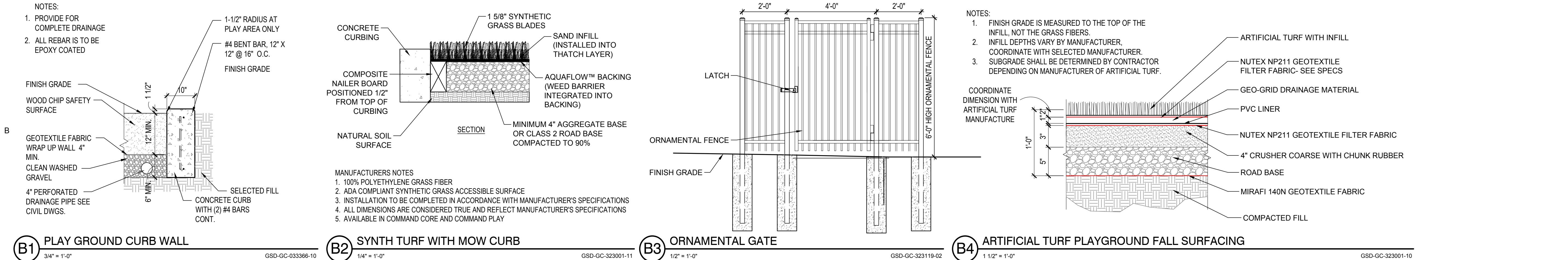
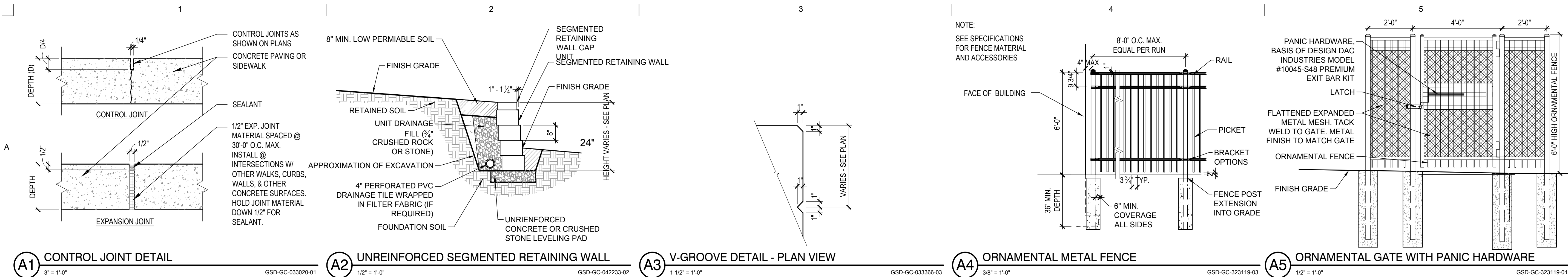
CONSTRUCTION DOCUMENTS
03/03/2025

ENLARGED SITE PLAN - AREA 'D'

BID ALTERNATE

SHEET NUMBER

AS104



**GRAND COUNTY SCHOOL DISTRICT
HMK ELEMENTARY PRESCHOOL
ALTERATIONS & SITE IMPROVEMENTS
505 N MIVIDA DRIVE
MOAB, UTAH 84532**

DESIGN BY MHTN ARCHITECTS, INC.
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MHTN PROJECT NO. 2024543.00

Original drawing is 20 x 42. Do not scale contents of this drawing.

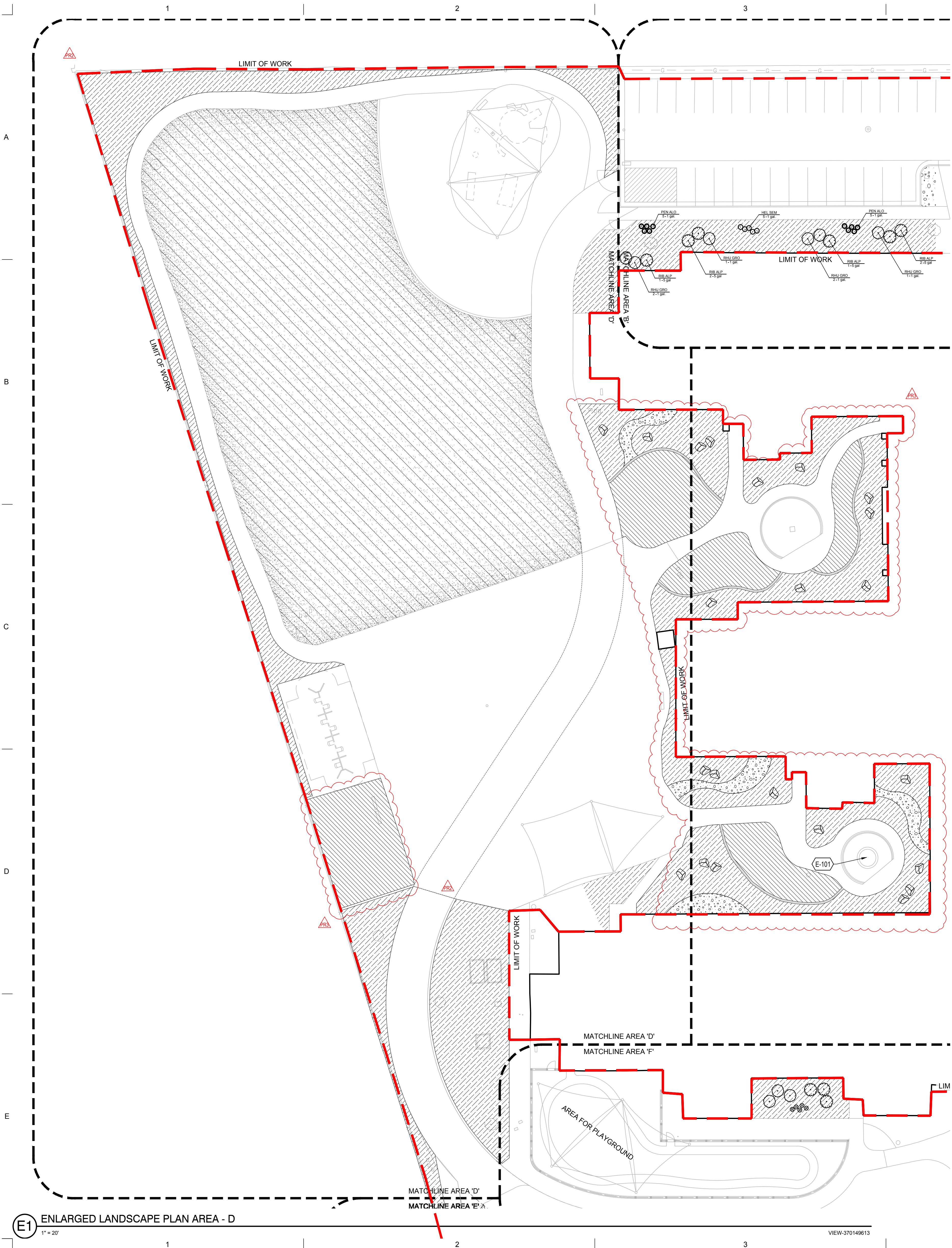
REVISIONS:
CONTRACTOR TO VERIFY DIMENSIONS IN FIELD USE REFLECT
LAST REVISION DATE:

NO.	DATE	DESCRIPTION
1	03/03/2025	ISSUED FOR PERMIT
2	03/03/2025	ISSUED FOR PERMIT
3	03/03/2025	ISSUED FOR PERMIT
4	03/03/2025	ISSUED FOR PERMIT
5	03/03/2025	ISSUED FOR PERMIT
6	03/03/2025	ISSUED FOR PERMIT
7	03/03/2025	ISSUED FOR PERMIT
8	03/03/2025	ISSUED FOR PERMIT
9	03/03/2025	ISSUED FOR PERMIT
10	03/03/2025	ISSUED FOR PERMIT

DATE
CONSTRUCTION DOCUMENTS
03/03/2025

SHEET NAME
SITE DETAILS

SHEET NUMBER
AS501



PLANT SCHEDULE AREA 'D'

SYMBOL BOTANICAL NAME COMMON NAME CONT SPACING REMARKS

GROUND COVERS				
	TURF SOD BLUEGRASS	KENTUCKY BLUEGRASS	SOD	
	USE SALVAGED BOULDERS FROM SITE			

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	DETAIL	RELATED DETAILS
01 PAVEMENTS, RAMPS, CURBS				
	01-03	CONCRETE PAVING - SEE CIVIL		321300
09 LANDSCAPE AND IRRIGATION				
	09-03	SYNTHETIC TURF	B2/AS501	
	09-04	1/2"-3/4" STONE AGGREGATE		4" DEPTH
	09-05	4"-6" COBBLE		4" DEPTH
SYMBOL CODE DESCRIPTION DETAIL				
REFERENCE NOTES				
	E-101	EXISTING TREE TO REMAIN - PRESERVE AND PROTECT		

BID ALTERNATES AREA 'D'

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- H. ALTERATION OF EXISTING PLANTING IRRIGATION SYSTEM

ALTERNATE 1.1: SYNTHETIC GRASS SURFACING IN LIEU OF TURF GRASS SOD AT WORK AREA D:

BASE BID: NO WORK AT THE NORTH WEST SITE AREA REGARDING SITE IMPROVEMENTS.

ALTERNATE: IN LIEU OF PLAY FIELD TURF GRASS SOD, ASSOCIATED EARTHWORK AND ALTERATION OF EXISTING IRRIGATION SYSTEM ASSOCIATED WITH ALTERNATE 1, PROVIDE PLAY FIELD SYNTHETIC GRASS SURFACING, ASSOCIATED EARTHWORK AND ALTERATION OF EXISTING IRRIGATION SYSTEM AT THE NORTHWEST SITE AREA.

ALTERNATE 1.2: CONCRETE PAVING IN LIEU OF ASPHALT PAVING AT WORK AREA D:

BASE BID: NO WORK AT THE NORTH WEST SITE AREA REGARDING SITE IMPROVEMENTS.

ALTERNATE: IN LIEU OF FIRE LANE ASPHALT PAVING AND ASSOCIATED EARTHWORK ASSOCIATED WITH ALTERNATE 1, PROVIDE FIRE LANE CONCRETE PAVING AND ASSOCIATED EARTHWORK AT THE NORTHWEST SITE AREA.

ALTERNATE 3: TENSION FABRIC (SHADE) STRUCTURES

BASE BID: NO WORK REGARDING SHADE STRUCTURES

ALTERNATE: PROVIDE SHADE STRUCTURES AS INDICATED ON DRAWINGS.

MHTN ARCHITECTS
MHTN Architects, Inc.
280 South 400 West
Suite 200
Salt Lake City, Utah 84101
Telephone (801) 595-6700
www.mhtn.com

GRAND COUNTY SCHOOL DISTRICT
HMK ELEMENTARY PRESCHOOL
ALTERATIONS & SITE IMPROVEMENTS
505 N NIVIDA DRIVE
MOAB, UTAH 84532

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MHTN PROJECT NO. 2024543.00

Original Drawing is 20 x 42. Do not scale contents of this drawing.

REVISIONS:
CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT

LAST REVISION DATE:

REV. DATE DESCRIPTION

01 03/2025 ADDITION

02 10/2025 PREL

03 10/2025 PREL

04 10/2025 PREL

05 10/2025 PREL

06 10/2025 PREL

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33 10/2025 PREL



Matthew D. Keyes, Superintendent ad interim
Melissa Byrd, Board President
Kathy Williams, Board Member
Dave Bierschied, Board Member
Lauralee Green, Board Member
Jenna Woodbury, Board Member

Corrective Action Plan

Finding 2025-001

Reporting – Annual Reporting

Criteria: Education Stabilization Fund (ESF) grantees must submit an annual performance report with data on expenditures, planned expenditures, subrecipients, and uses of funds, including mandatory reservations. Local Education Agencies submit data to the state education agencies. Key line items must include expenditures by category, object code, and allocations to schools.

Audit Recommendation: We recommend management of the District review processes related to reporting for the ESF and establish appropriate internal controls to ensure all reporting requirements are met.

Corrective Action Planned: The District will review, update and train staff on the process and internal controls related to reporting for the ESF to ensure compliance with the reporting requirements.

Person(s) Responsible: Matthew Keyes, Superintendent ad interim

Anticipated Completion Date: December 31, 2025

Board Legal Status: *Fiscal Responsibilities*

Approval of Fiscal Policies and Procedures—

The Board shall approve written fiscal policies and procedures as required by State Board of Education rule. (See Policy CAG.)

[Utah Admin. Rules R277-113-6\(1\)\(a\) \(August 7, 2024 July 8, 2025\)](#)

Oversight of District Internal Control System—

The Board shall ensure, considering guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission, that District administration establishes, documents, and maintains an effective internal control system for the District.

[Utah Admin. Rules R277-113-6\(12\)\(b\) \(August 7, 2024 July 8, 2025\)](#)

Review of Financial Matters—

The Board shall develop a process to regularly discuss and review District (1) budget and financial reporting practices, (2) financial statements and annual financial and program reports, (3) financial position, (4) expenditure of restricted funds to ensure District administration is complying with applicable laws, regulations and award terms and conditions, and (5) systems and software applications for compliance with financial and student privacy laws.

[Utah Admin. Rules R277-113-6\(13\)\(c\) \(August 7, 2024 July 8, 2025\)](#)

Audit Review—

The Board shall receive the results of required annual audits from the external auditor as required by Utah Admin. Rules R123-5-5.

[Utah Admin. Rules R123-5-5 \(November 1, 2017\)](#)

[Utah Admin. Rules R277-113-6\(14\)\(d\) \(August 7, 2024 July 8, 2025\)](#)

Procurement and Contract Oversight—

The Board shall oversee procurement processes, including reviewing the scope and objectives of District contracts or subawards with entities that provide business or educational services to the District and receiving reports regarding the compliance and performance of entities with contracts or subawards with the District. The Board shall also ensure that the procurement process for the District’s external auditor complies with Utah Admin. Rules R123-5-4. The Board shall also ensure that District administration implements sufficient internal controls over the functions of entities with contracts or subawards to perform services on behalf of the District.

[Utah Admin. Rules R277-113-6\(15\)\(e\), \(f6\), \(g7\) \(August 7, 2024 July 8, 2025\)](#)

Board Hotline—

~~The Board shall establish and maintain a hotline that stakeholders can use to report concerns of fraud, waste, abuse, or non-compliance. This hotline shall be independent from District administration. The District website and each school's website shall have posted, in a readily accessible location, a hotline phone number, a hotline email, or an online complaint form. (The District website and each school's website may also post, in a readily accessible location, a link to contact information for the Board's hotline.)~~

~~Utah Admin. Rules R277-113-6(2) (August 7, 2024)~~

Board Members: Vacancies on the Board

Appointment—

A local school board shall fill vacancies on the Board by appointment, except where an election to a two-year term is required as set forth below. Unless the vacancy occurs because of the death of a board member, the Board must fill the vacancy within 30 calendar days after it occurs, or the county legislative body or municipal legislative body shall fill the vacancy by appointment. When the vacancy occurs due to the death of a board member, the Board must fill the vacancy within 45 calendar days after it occurs, or the county legislative body or municipal legislative body shall fill the vacancy by appointment.

[Utah Code § 20A-1-511\(1\) \(20202025\)](#)

Interim appointment followed by election for two-year term—

In the event a vacancy on the Board occurs, or a letter of resignation is received by the Board, at least 14 calendar days before the deadline for filing a declaration of candidacy for the Board, and at least two years of the vacated term will remain after the first Monday of January following the next school board election, then the vacancy on the Board shall be filled by an interim appointment for the remaining unexpired term, which term shall be followed by an election to fill a new two-year term for that Board position.

[Utah Code § 20A-1-511\(2\) \(20202025\)](#)

School board to provide notice of pending appointment and interview candidates—

When the Board becomes aware of a vacancy on the Board or that a vacancy will occur, the Board shall immediately notify the county clerk of the vacancy or anticipated vacancy.

[Utah Code § 20A-1-511\(3\)\(a\) \(2025\)](#)

Before appointing an individual to fill a vacancy, the Board shall give public notice of the vacancy and the pending appointment. This public notice shall:

1. Be given at least two weeks before the Board meeting where the vacancy will be filled;
2. Inform the public of:
 - a. The date, time, and place of the Board meeting at which the vacancy will be filled; and
 - b. The person to whom and date and time before which an interested individual may submit his or her name for consideration for appointment to fill the vacancy.

In an open meeting, the Board shall interview each individual whose name is submitted for consideration and who meets the qualifications for office, regarding the person's qualifications.

[Utah Code § 20A-1-511\(3\) \(20202025\)](#)

Required financial disclosure of applicants for appointment—

An individual seeking appointment to fill a vacancy on the Board is required to complete a conflict of interest disclosure statement in accordance with Utah Code § 17-16-1.5 and to submit that statement to the county legislative body and county clerk no later than three business days before the day on which the Board meets to interview applicants to fill the vacancy.

[Utah Code § 20A-1-511\(5\) \(2025\)](#)

[Utah Code § 17-16-1.5 \(2025\)](#)

[Utah Code § 17-16-6.5\(2\)\(g\)\(iv\) \(2025\)](#)

Appointment pending effective resignation of Board member—

Where a Board vacancy will occur because a member has submitted a letter of resignation to the Board, the Board may make an appointment to fill that vacancy before the vacancy occurs (before the effective date of the resignation). However, the individual so appointed may not take office until on or after the day on which the vacancy occurs. After the Board has made the appointment to fill the pending vacancy, the member may not rescind the letter of resignation which led to the appointment.

[Utah Code § 20A-1-511\(4\) \(20202025\)](#)

Board Members: Conflicts of Interest

Private, Controlled, or Protected Information—

Board members may not:

1. Accept employment or engage in any business or professional activity that the member might reasonably expect would require or induce the member to improperly disclose controlled information gained by reason of being a member of the Board.
2. Disclose or improperly use controlled, private or protected information acquired by reason of membership on the Board or in the course of official duties for the member's or another's private gain or benefit.
3. Use or attempt to use the member's position on the Board to substantially further the member's economic interest or to secure special privileges or exemptions for the member or others.
4. Accept other employment that the member might expect would impair the member's independence of judgment in performing the member's public duties.
5. Accept other employment that the member might expect would interfere with the ethical performance of the member's duties.

[Utah Code § 67-16-4 \(2018\)](#)

Accepting Gifts, Compensation or Loan—

No Board member shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for the member or another if:

1. It would tend to influence someone in the member's position in the discharge of official duties;
2. The member knows or someone in the member's position should know it is a reward for the member's action; or
3. The member recently has been, or 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 below captioned "Receiving Compensation for Assistance in Transaction Involving a Government Agency."

This section does not apply to the following:

1. An occasional non-pecuniary gift having a value of not in excess of \$50.00;
2. An award publicly presented in recognition of public services;

3. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans.
4. A political campaign contribution if the contribution is actually used in a political campaign of the recipient Board member.

[Utah Code § 67-16-5 \(2014\)](#)

Receiving Compensation for Assistance in Transaction Involving a Government Agency—

A “government agency” is any department, division, agency, commission, board, council, committee, authority or any other institution of the state or any of its political subdivisions, including the District and Board of Education. No Board member shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving a government agency unless the member files with the Board president, the superintendent, the state attorney general’s office, and the head of the agency with which the transaction is being conducted a sworn written statement containing the following information:

1. The name and address of the Board member.
2. The name of the District.
3. The name and address of the person or business entity being or to be assisted.
4. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

The sworn statement shall be filed on or before the earlier of 10 days after the date of any agreement between the Board member and the person or business entity being assisted or 10 days after the receipt of compensation.

The superintendent shall post the sworn statement on the District’s website and ensure that it remains on the website while the Board member remains in office.

[Utah Code § 67-16-3\(1\) \(2024\)](#)

[Utah Code § 67-16-6 \(2024\)](#)

Annual Conflict of Interest Disclosure—

Unless the Board member is required to file a conflict of interest disclosure statement because of holding another position, each Board member shall prepare and submit to the superintendent a written conflict of interest disclosure statement between January 1 and January 31 of each year the Board member is in office.

[Utah Code § 67-16-16\(1\) \(2024\)](#)

The written conflict of interest statement shall include each item of information required by Utah Code § 20A-11-1604(46).

[Utah Code § 20A-11-1604\(46\) \(20222025\)](#)

[Utah Code § 67-16-16\(1\)\(a\) \(2024\)](#)

The superintendent shall post an electronic copy of the conflict of interest disclosure statement on the District's website within 10 business days of receipt from the superintendent and provide the lieutenant governor with a link to the posting. The superintendent shall ensure that the disclosure remains posted on the District's website while the Board member remains in office. If the Board member is not required to submit the disclosure statement to the superintendent because the Board member is required to file a conflict of interest disclosure statement because of holding another position, the superintendent shall post a link to the Board member's disclosure on the District website and shall provide the lieutenant governor with a copy of the link. If the Board member or the Board member's spouse is an at-risk government employee as defined in Utah Code § 63G-2-303(1)(a) and the Board member requests redaction of employment information or the spouse's name and employment information, the superintendent shall redact the information from the disclosure before posting the conflict of interest disclosure statement.

[Utah Code § 67-16-16\(2\), \(7\) \(2024\)](#)

[Utah Code § 20A-11-1604\(7\) \(2025\)](#)

[Utah Code § 63G-2-303\(1\)\(a\) \(2025\)](#)

If the superintendent determines that a Board member has not timely submitted a conflict of interest disclosure statement or that the statement does not meet the statutory requirement, the superintendent shall notify the Board member within five days and direct the Board member to submit a statement or an amended statement correcting the problem. If the statement or corrected statement is not submitted within seven days after the superintendent's notice, the superintendent shall report the violation to the Utah Attorney General and shall impose a civil fine of \$100 against the Board member. Any such fine shall be deposited into the District's general fund as a dedicated credit to pay for the costs of administering the disclosure requirement.

[Utah Code § 67-16-16\(3\)-\(6\) \(2024\)](#)

FORM

Board of Education Member Conflict of Interest Disclosure

(If additional space or entries are required for any required disclosure item, attach additional pages containing the required information and identifying the disclosure item the information relates to. If additional pages are attached, please check this space: _____.)

(Note: If you are an at-risk government employee, as defined in Utah Code § 63G-2-303(1)(a), you may request that your employment information provided below be redacted before this disclosure is made public; if your spouse is an at-risk government employee you may request that your spouse's name and employment information be redacted from this disclosure before it is made public.)

Name: _____

Name of Board member's spouse (if any): _____

Name of each adult residing in Board member's

household but not related by blood or marriage (if any): _____

Employment

Board member's current employer(s)

Name of employer: _____

Address of employer: _____

Description of Board member's employment with employer: _____

Board member's job title with employer: _____

Board member's occupation with employer: _____

Name of employer: _____

Address of employer: _____

Description of Board member's employment with employer: _____

Board member's job title with employer: _____

Board member's occupation with employer: _____

Board member's employer(s) during the past year

(List any employers during the past year not listed above.)

Name of employer: _____

Address of employer: _____

Description of Board member's employment with employer: _____

Board member's job title with employer: _____

Board member's occupation with employer: _____

Entities

Affiliated entities

(List each entity of which the Board member is currently or in the prior year was an owner or officer)

Name of entity: _____

Board member's position in the entity: _____

Description of the type of business or activity conducted by the entity: _____

Name of entity: _____

Board member's position in the entity: _____

Description of the type of business or activity conducted by the entity: _____

Investment interests

(List any entity in which the Board member holds stocks or bonds with a fair market value equal to or greater than \$5,000, valued either at present or within the prior year. This excludes funds managed by a third party, such as blind trusts, managed investment accounts and mutual funds.)

Name of entity: _____

Description of the type of business or activity conducted by the entity: _____

Name of entity: _____

Description of the type of business or activity conducted by the entity: _____

Other income

(List each individual or entity from whom the Board member received \$5,000 or more in income during the preceding year. Note that if the Board member provides goods or services to multiple customers or clients as part of a business and licensed profession, the Board member is only required to provide this information in relation to the entity or practice through which the Board

member provides the goods and services and is not required to provide information about the Board member's individual customers or clients.)

Name of individual or entity:

Description of the type of business or activity conducted by the individual or entity:

Name of individual or entity:

Description of the type of business or activity conducted by the individual or entity:

Entity leadership positions

(List each entity not listed above for which the Board member is currently or in the prior year was either in a paid leadership capacity or in a paid or unpaid position on a board of directors)

Name of entity or organization:

Board member's position with the entity or organization:

Description of the type of business or activity conducted by the entity:

Name of entity or organization:

Board member's position with the entity or organization:

Description of the type of business or activity conducted by the entity:

Spouse Employment

Current employer(s) of spouse

Name of spouse employer:

Address of spouse employer:

Description of spouse's employment with employer:

Spouse's job title with employer:

Spouse's occupation with employer:

Name of spouse employer:

Address of spouse employer:

Description of spouse's employment with employer:

Spouse's job title with employer:

Spouse's occupation with employer:

Spouse employer(s) during the past year

(List any employers of the Board member's spouse during the past year not listed above.)

Name of spouse employer:

Address of spouse employer:

Description of spouse's employment with employer:

Spouse's job title with employer:

Spouse's occupation with employer:

Affiliated Adult Employment

(Complete for each adult residing in Board member's household but not related by blood or marriage)

Affiliated adult's name:

Affiliated adult's occupation:

Description of affiliated adult's employment:

Affiliated adult's name:

Affiliated adult's occupation:

Description of affiliated adult's employment:

Optional Disclosures

If desired, describe any real property in which the Board member holds an ownership or other financial interest that the Board member believes may constitute a conflict of interest:

Description of real property:

Description of the type of interest held by the Board member:

If desired, describe any other matter or interest that the Board member believes may constitute a conflict of interest:

Description of matter or interest:

Description of matter or interest:

I believe that the information provided with this disclosure statement is true and accurate to the best of my knowledge.

Date Disclosure Completed

Board Member Signature:

Board Meetings: Notice Requirements

Public notice of annual meeting schedule—

At least once each year, the Board shall give public notice of its annual meeting schedule. The notice shall specify date, time and place of such meetings.

[Utah Code § 52-4-202\(2\) \(2023\)](#)

Notice of specific meetings—

In addition, the Board shall provide public notice of each meeting at least 24 hours in advance of each meeting; such notice shall include the agenda, date, time and place of the meeting.

[Utah Code § 52-4-202\(1\) \(2023\)](#)

Action limited to meeting agenda—

Where a meeting agenda must be included in the required public notice of a Board meeting (as stated in the paragraph above), that agenda shall be sufficiently specific to notify the public of the topics to be considered at the Board meeting. To be sufficiently specific, the agenda shall at least list each anticipated topic under an agenda item in a manner which identifies the subject of discussion and if known the nature of the Board action being considered on the subject. The Board may not consider a topic in an open meeting which was not listed under an agenda item and included with the advance public notice of the meeting, except that if an unlisted topic is raised by the public during an open meeting, the Board may at the discretion of the presiding Board member discuss the topic but may not take any final action on that topic during the meeting. This limitation may not apply to an emergency meeting where the requirements for holding and giving the best practicable notice of such a meeting have been met. (See “Emergency Meeting” below.)

[Utah Code § 52-4-202\(6\) \(2023\)](#)

When the Board is meeting to conduct a public hearing with respect to adopting the budget or levying a tax rate which exceeds the certified tax rate, the Board’s agenda must be limited to the hearing(s) and discussion and action on those items. (If the Board holds another meeting on the same date to address general business items, the other meeting must conclude before the meeting on the budget and/or tax rate levy.) The meeting must also be available for individuals to attend or participate either in person or remotely through electronic means.

[Utah Code § 59-2-919\(8\)\(b\)\(i\)\(B\), \(e\) \(20242025\)](#)

Giving notice of meeting—

Public notice of each Board meeting and of the Board’s annual meeting schedule shall be given for at least 24 hours by:

1. Posting written notice at the local Board of Education office;
2. Posting notice on the Utah Public Notice Website; and,
3. Posting notice on the District's website.
4. Notice of each Board meeting shall also be given to each interested mayor or interested county executive (or their designee). An "interested mayor" is the mayor of a municipality that is partly or entirely within the boundaries of the school district. An "interested county executive" is the county executive or county manager of a county with unincorporated area within the boundaries of the school district. This notice shall be provided by mail, email, or other effective means agreed to by the person to receive notice.

[Utah Code § 52-4-202\(3\), \(4\) \(2023\)](#)

[Utah Code § 63G-30-102\(1\) \(2023\)](#)

[Utah Code § 53G-7-208\(3\)\(e\) \(2019\)](#)

Emergency meeting—

In case of emergency or urgent public necessity which renders it impractical to give the notice identified in the paragraphs above, the best notice practicable shall be given of the time and place of the meeting and of the topics to be considered at the meeting. No such emergency meeting of the Board shall be held unless an attempt has been made to notify all of its members and a majority of the members vote in the affirmative to hold the meeting.

[Utah Code § 52-4-202\(5\) \(2023\)](#)

Annual budget meeting notice—

In addition to complying with the aforementioned public notice requirements, in regards to the budget hearing, the Board shall do the following:

1. Publish the required newspaper advertisement and/or electronic newspaper advertisement (see [Utah Code § 45-1-101 \(2023\)](#)) and the required Utah Public Notice Website advertisement at least ten days before the day on which the hearing is held
 - a. The public hearing notice will include information on how the public may access the proposed budget.
2. File a copy of the proposed budget with the Board's business administrator for public inspection; and
3. Post a copy of the proposed budget on the District's website.
4. In addition, if the proposed budget includes a tax rate in excess of the certified tax rate, or if the Board meeting is required to consider whether to adopt a tax rate in excess of the certified tax rate, the Board shall provide the notices and schedule the meeting as required by [Utah Code § 59-2-919](#).

[Utah Code § 53G-7-303\(3\) \(2019\)](#)

[Utah Code § 53F-8-201\(3\) \(2019\)](#)

[Utah Code § 59-2-919 \(2024\)](#)

Bond or tax increase election hearing notice—

In addition to complying with the aforementioned public notice requirements, if the Board is meeting under the Transparency of Ballot Propositions Act to hear arguments for or against a ballot proposition to authorize issuance of bonds or to increase taxes, the District's election officer must post notice of the time, date, and place of the meeting (along with the arguments for and against the proposition):

1. On the Statewide Electronic Voter Information Website for 30 consecutive days before the election on the proposition;
2. On the District's website in a prominent place for 30 consecutive days before the election on the proposition;
3. If the District publishes a newsletter or other periodical, in the next scheduled edition before the election on the proposition.

[Utah Code § 59-1-1604\(6\) \(2016\)](#)

[Utah Code § 59-1-1605 \(2016\)](#)

The meeting must begin at or after 6:00 p.m.

[Utah Code § 59-1-1605\(3\)\(b\) \(2016\)](#)

Bond issuance hearing notice—

In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider authorizing issuance of bonds under the Local Government Bonding Act, it shall publish notice of the intent to issue bonds on the Utah Public Notice Website in the same manner as a meeting notice as set forth above for at least 14 days before the public hearing on the bond issuance as required by Utah Code § 11-14-318. The notice shall give notice that the hearing will be held to receive input from the public respecting the issuance of the bonds and the potential economic impact that the proposed improvement, facility, or property that the bonds will fund will have on the private sector.

[Utah Code § 11-14-318 \(2023\)](#)

[Utah Code § 63G-30-102\(1\) \(2023\)](#)

Lease revenue bond notices—

In addition to complying with the aforementioned public notice requirements, before issuing a lease revenue bond for more than \$10,000,000, the Board shall (1) make the required meeting statement, (2) publish notice of the proposed issuance of the lease revenue bond and notice of the related public hearing, and (3) hold a public hearing on the proposed issuance. The hearing shall be conducted as provided in Policy CAB for lease revenue bonds.

The required meeting statement must be made during a meeting at least 14 days before the public hearing and the Board's agenda must have a separate item for the Board statement. The statement must indicate the Board's intent to issue a lease revenue bond and the purpose and estimated amount of the bond.

The notice must provide the date, time, place, and purpose of the public hearing. The notice must clearly state that the Board intends to issue a lease revenue bond, explain the purpose, proposed amount, and length of term of the bond and the annual amount that will be required to be paid in principal and interest. The notice must identify the intended lessee of the facility to be constructed using the proceeds from the bond and the expected amount of lease payments that the lessee will pay. The notice must include a statement substantially as follows: "This proposed lease revenue bond commits money from future property tax and income tax revenue allocated to the school district. Additionally, a lease revenue bond generally has a higher interest cost than a voter-approved general obligation bond." The notice shall meet the format requirements set forth in Utah Code § 11-14-103(6)(e)(iv)(A). The notice shall be published in a newspaper or newspapers of general circulation in the District once each week for the two weeks before the public hearing on the bond issuance and may not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The notice shall also be published electronically on the public notice website established under Utah Code § 45-1-101 for at least two weeks before the public hearing on the bond issuance. The notice shall also be published as a class A notice for at least two weeks before the public hearing on the bond issuance (posted at the Board of Education office, posted on the Utah Public Notice Website, and posted on the District's website).

[Utah Code § 11-14-103\(6\) \(2024\)](#)

[Utah Code § 45-1-101 \(2023\)](#)

[Utah Code § 63G-30-102\(1\) \(2023\)](#)

Budget appropriation increase meeting notice—

In addition to complying with the aforementioned public notice requirements, if the Board is meeting to consider a request to increase a budget appropriation, it shall publish the required newspaper notice and notice under [Utah Code § 45-1-101](#) of such meeting at least one week before the hearing.

[Utah Code § 53G-7-305\(7\)\(b\) \(2019\)](#)

School closure or boundary change hearing notice—

In addition to complying with the aforementioned public notice requirements, if the Board meeting is either to hold a public hearing regarding closing one or more schools or changing the attendance area boundaries for one or more schools, or to take such action, the additional notice requirements set out in Policy BFA must also be met.

[Utah Code § 53G-4-402\(24\) \(20242025\)](#)

Board member compensation hearing notice—

In addition to meeting the aforementioned public notice requirements, if the Board is meeting to consider adopting a new Board member compensation schedule or schedules, or to consider amending an existing compensation schedule or

Created:
Modified: ~~27-March-2024~~ 15 April 2025

BEA

schedules, the notice of the meeting with public hearing shall be given for at least seven days before the meeting.

[Utah Code § 53G-4-204\(3\) \(2023\)](#)

Program Accounting

Accounting Requirements—

The District shall establish internal controls and procedures to record program revenues and expenditures in accordance with GAAP and the school fee provisions in Utah Admin. Rules R277-407-~~42~~13. The District shall implement program accounting which accurately reflects the use of funds for allowable costs and activities, requires that transactions be recorded when they occur, allows adjusting journal entries during the year and at the end of the year, in accordance with GAAP, and requires that initial transactions, and adjusting entries if applicable, be recorded in the proper program, using the following codes as established by the State Board of Education approved chart of accounts:

1. Fund;
2. Function;
3. Program;
4. Location; and
5. Object or revenue code, as applicable.

[Utah Admin. Rules R277-113-5\(9\)\(a\), \(b\) \(~~August 7, 2024~~ July 8, 2025\)](#)

The District shall:

1. record revenues and expenditures in compliance with the State Board of Education approved chart of accounts;
2. record expenditures using school location codes that can be mapped to official school location codes used in the State Board of Education system of record;
3. record expenditures using approved district and school codes in the State Board of Education system of record;
4. submit expenditures using location codes in the Utah Public Education Financial System;
5. perform program accounting in accordance with GAAP and Utah Admin. Rules R277-113; and
6. ~~beginning with the fiscal year that begins on July 1, 2021, accrue school fees and fee waivers and use contra-revenue accounts to record fee waivers in the District's accounting system~~ensure that fee and fee waiver accounting aligns with GASB34.

[Utah Admin. Rules R277-113-8\(1\) \(~~August 7, 2024~~ July 8, 2025\)](#)

The District shall record and annually report each school in the District's expenditures for salaries, benefits, supplies, contracted services, and equipment. If

the District pays for contracted services that occur at the school level, the District shall record the payments to the contractors in the appropriate function and object codes for these categories of expenditures at the school level. Centralized administrative costs shall be recorded to the administrative location code. If the District reports expenditures in programs, the District shall report the expenditures to one or more schools.

[Utah Admin. Rules R277-113-8\(2\), \(3\), \(4\), \(6\) \(August 7, 2024 July 8, 2025\)](#)

The District shall request reimbursement for federal programs no less than semi-annually as funds are available. The District shall submit an intent to fully expend or waive a federal award nine months before the end of the federal program grant award period.

[Utah Admin. Rules R277-113-8\(7\), \(8\) \(July 8, 2025\)](#)

If the District determines to reallocate funds to respond to changing circumstances and student needs as permitted by Utah Code § 53F-2-209, then the District shall:

1. Report accounting transactions and adjust entries using the State Board of Education approved chart of accounts, including
 - a. A dedicated program code;
 - b. ~~A d~~Dedicated other financing ~~uses codes~~ for ~~fund or~~ program transfers ~~from of~~ state restricted funds; and
 - c. Expenditure details, ~~if applicable accurately describing transactions in response to changing circumstances and student needs; and,~~
- ~~2. Refund to the state restricted program from which the original transfer originated any remaining funds transferred under Utah Code § 53F-2-209 not completely and/or materially expended at the end of each fiscal year.~~

If the District reallocates funds under Utah Code § 53F-2-209, it shall ensure that the District continues to meet federal maintenance of effort requirements and other state or federal requirements on restricted funding, including requirements for program-specific effort, matching, and equity.

[Utah Code § 53F-2-209 \(2023\)](#)

[Utah Admin. Rules R277-113-11 \(July 8, 2025\)](#)

Procurement

Scope of Procurement Policies—

This policy and the other policies in series CB, CC, and CD govern procurement by the District. To “procure” means to acquire a procurement item through a procurement. “Procurement” means acquisition of a “procurement item” through an expenditure of public funds, or an agreement to expend public funds. A “procurement item” includes an item of personal property, a technology, a service, or a construction project. The procurement process consists of all functions that pertain to the obtaining of a procurement item, including preparing and issuing a solicitation, conducting a standard procurement process, or conducting a procurement process that is an exception to a standard procurement process under Policy CBF.

[Utah Code § 63G-6a-103\(5455\), \(5556\), \(5657\) \(20242025\)](#)

Except as specified in the following paragraph or elsewhere in the procurement policies, the District's procurement policies apply to every procurement.

[Utah Code § 63G-6a-107.2\(1\) \(2020\)](#)

[Utah Code § 63G-6a-107.6 \(20242025\)](#)

Exclusions—

The District's procurement policies and regulations do not apply to:

- The acquisition or disposition of real property or an interest in real property, including a lease of real property

[Utah Code § 63G-6a-107.6\(2\) \(20242025\)](#)

[Utah Code § 63G-6a-1209\(2\) \(2013\)](#)

- Employment contracts or collective bargaining agreements

[Utah Code § 63G-6a-103\(7980\)\(c\) \(20242025\)](#)

- The District's acquisition of a procurement item from another public entity

[Utah Code § 63G-6a-107.6\(1\)\(a\) \(20242025\)](#)

- Procurement according to the requirements of the source of the funds (for example, conditions of a gift or bequest)

[Utah Code § 63G-6a-107.2\(2\)\(a\) \(2020\)](#)

- Grants (except for Policy CDD, which does apply)

[Utah Code § 63G-6a-107.6\(3\)\(b\) \(20242025\)](#)

[Utah Code § 63G-6a-103\(3536\) \(20242025\)](#)

- Hiring a mediator, arbitrator, or arbitration panel member to participate in the District's dispute resolution efforts

[Utah Code § 63G-6a-107.6\(5\) \(20242025\)](#)

- Expenditure of funds administered under the Percent-for-Art Program (except for Policy CDD, which does apply to such expenditures)

[Utah Code § 63G-6a-107.6\(3\)\(a\) \(20242025\)](#)

Intent to Comply with Other Laws and Regulations—

It is the District's intent and purpose to comply with the Utah Procurement Code (Title 63G, Chapter 6a of the Utah Code) and with such regulations as are promulgated by the Utah Procurement Policy Board, which is the rulemaking authority for procurement by the District. To the extent that the District's procurement policies conflict with either the Procurement Code or with applicable regulations, those code provisions or regulations shall govern.

[Utah Code § 63G-6a-103\(67\), \(2930\), \(3940\), \(7879\)\(e\) \(20242025\)](#)

[Utah Code § 63G-6a-106\(1\) \(2021\)](#)

[Utah Code § 63G-6a-107.2\(1\) \(2020\)](#)

[Utah Code § 63G-6a-107.7 \(2024\)](#)

If the procurement involves expenditure of federal or state assistance, federal contract funds, local matching funds, or federal financial participation funds, the District shall comply with mandatory applicable federal law or state law and regulations regardless of conflict with these Policies, state regulations, or the Utah Procurement Code.

[Utah Code § 63G-6a-107.2\(2\)\(b\) \(2020\)](#)

Definitions—

In addition to the definitions above or in other procurement policies, the following definitions apply to the District's procurement policies:

"Award" means the identification and selection of a vendor who may, upon satisfying the District's due diligence inquiry, contract with the District as the result of a standard procurement process or permitted exception. ~~Unless otherwise explicitly written in the solicitation documents or exception documentation, an award or notice of an award does not create or constitute a binding contract until the resulting contract has been fully executed by all parties and approving authorities, or the purchase order documentation has been signed and delivered to the awarded vendor. It does not mean the offer or acceptance of any terms or conditions relating to the District's acquisition or receipt of the procurement item.~~

[Utah Code § 63G-6a-103\(4\) \(2025\)](#)

[Utah Code § 63G-6a-1205.1 \(2025\)](#)

[Utah Admin. Rules R33-101-1\(2\)\(a\) \(July 8, 2024October 22, 2024\)](#)

"Contract" means an agreement for a procurement.

[Utah Code § 63G-6a-103\(1516\) \(20242025\)](#)

"Contractor" means a person who is awarded a contract with the District.

[Utah Code § 63G-6a-103\(1718\) \(20242025\)](#)

"Days" means calendar days, unless expressly provided otherwise.

[Utah Code § 63G-6a-103\(2223\) \(20242025\)](#)

“Grant” means an expenditure of public funds or other assistance, or an agreement to expend public funds or other assistance, for a public purpose authorized by law, without acquiring a procurement item in exchange.

[Utah Code § 63G-6a-103\(3536\) \(20242025\)](#)

“Procurement Official” means the Board of Education or the person designated by the Board of Education as a District Procurement Official.

[Utah Code § 63G-6a-103\(5758\)\(j\) \(20242025\)](#)

“Public entity” means the state or any other government entity within the state that expends public funds.

[Utah Code § 63G-6a-103\(6364\) \(20242025\)](#)

“Technology” means “information technology,” which is all computerized and auxiliary automated information handling, including all items set forth in Utah Code § 63A-16-102(8).

[Utah Code § 63G-6a-103\(9293\) \(20242025\)](#)

[Utah Code § 63A-16-102\(8\) \(2022\)](#)

Procurement: Contracts and Contract Limitations

Definitions—

In this policy, the following definitions apply:

- “Boycott action” means refusing to deal, terminating business activities, or limiting commercial relations.
- “Boycott of the State of Israel” means engaging in a boycott action targeting the State of Israel, companies or individuals doing business in or with the State of Israel, or companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.
- “Boycotted company” means a company that:
 - Engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - Engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms;
 - Does not meet or commit to meet environmental standards beyond applicable state and federal law requirements, including standards for eliminating, reducing, offsetting, or disclosing greenhouse-gas emissions; or
 - Does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.
- “Change order” means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.
- “Construction project” means a project for the construction, renovation, alteration, improvement, or repair of a public facility on real property, including all services, labor, supplies, and materials for the project. It does not include services and supplies for the routine, day-to-day operation, repair, or maintenance of an existing public facility.
- “Construction manager/general contractor” means a contractor who enters into a contract for the management of a construction project that allows the contractor to subcontract for additional labor and materials that are not included in the contractor’s cost proposal submitted at the time of the procurement of the contractor’s services. It does not include a contractor whose only subcontract work not included in the contractor’s cost proposal submitted as part of the procurement of the contractor’s services is to meet subcontracted portions of change orders approved within the scope of the project.

- “Cost-plus-a-percentage-of-cost contract” means a contract under which the contractor is paid a percentage of the total actual expenses or costs in addition to the contractor’s actual expenses or costs.
- “Cost-reimbursement contract” means a contract under which a contractor is reimbursed for costs which are allowed and allocated in accordance with the contract terms and the provisions of the procurement policies and Utah Procurement Code, and a fee, if any.
- “Definite quantity contract” means a fixed price contract that provides for a specified amount of supplies over a specified period, with deliveries scheduled according to a specified schedule.
- “Design-build” means the procurement of design professional services and construction by the use of a single contract.
- “Design professional” means (a) an individual licensed as an architect under [Utah Code Title 58, Chapter 3a, Architects Licensing Act](#); (b) an individual licensed as a professional engineer or professional land surveyor under [Utah Code Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act](#); (c) an individual licensed to engage in the practice of landscape architecture under [Utah Code Title 58, Chapter 53, Landscape Architects Licensing Act](#), or (d) an individual certified as a commercial interior designer under [Title 58, Chapter 86, State Certification of Commercial Interior Designers Act](#).
- “Design professional services” means: (a) professional services within the scope of the practice of architecture as defined in [Utah Code § 58-3a-102](#); (b) professional engineering as defined in [Utah Code § 58-22-102](#); (c) master planning and programming services; (d) professional services within the scope of the practice of landscape architecture, as defined in [Utah Code § 58-53-102](#), or (e) services within the scope of the practice of commercial interior design, as defined in [Utah Code § 58-86-102](#).
- “Economic boycott” means, without an ordinary business purpose,
 - Engaging in a boycott action targeting a boycotted company or another company because the company does business with a boycotted company; or
 - Taking an action intended to penalize, inflict economic harm to, or change or limit the activities of a boycotted company or another company because the company does business with a boycotted company.
- “Educational good or service” means a good or service that is required or regulated under Utah Code Titles 53E, 53F, or 53G or Utah State Board of Education rule.
- “Established catalogue price” means the price included in a catalogue, price list, schedule, or other form that: (a) is regularly maintained by a manufacturer

or contractor; (b) is published or otherwise available for inspection by customers; and (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

- “Fixed price contract” means a contract that provides a price, for each procurement item obtained under the contract, that is not subject to adjustment except to the extent that either (a) the contract provides, under circumstances specified in the contract, for an adjustment in price that is not based on cost to the contractor; or (b) an adjustment is required by law.
- “Fixed price contract with price adjustment” means a fixed price contract that provides for an upward or downward revision of price, precisely described in the contract, that: (a) is based on the consumer price index or another commercially acceptable index, source, or formula; and (b) is not based on a percentage of the cost to the contractor.
- “Indefinite quantity contract” means a fixed price contract that both (a) is for an indefinite amount of procurement items to be supplied as ordered by the District; and (b) either does not require a minimum purchase amount or provides a maximum purchase limit.
- “Labor hour contract” is a contract under which the supplies and materials are not provided by, or through, the contractor and the contractor is paid a fixed rate that includes the cost of labor, overhead, and profit for a specified number of labor hours or days.
- “Multiple award contract” means a procurement process resulting in the award of a contract to more than one person, which may be for an indefinite quantity of a procurement item.
- “Multiyear contract” means a contract that extends beyond a one-year period, including a contract that permits renewal of the contract, without competition, beyond the first year of the contract.
- “Ordinary business purpose” means a purpose that is related to business operations and does not include a purpose that is solely related to furthering social, political, or ideological interests.
- “Requirements contract” means a contract: (a) under which a contractor agrees to provide the District’s entire requirements for certain procurement items at prices specified in the contract during the contract period; and (b) that either does not require a minimum purchase amount or provides a maximum purchase limit.

[Utah Code § 63G-6a-103 \(20242025\)](#)

[Utah Code § 63G-27-102 \(2023\)](#)

[Utah Admin. Rules R33-112-301\(1\) \(July 8, 2024October 22, 2024\)](#)

[Utah Code § 53E-3-401\(1\)\(b\) \(20202025\)](#)

[Utah Admin. Rules R277-115-2\(1\) \(July 89, 2024\)](#)

Permissible and Impermissible Types of Contracts—

Except as otherwise provided in this policy, and subject to any rules made by the Procurement Policy Board, the District may use any type of contract that will promote its best interests. However, before the District uses any type of contract other than a firm fixed price contract, the Procurement Official must first make a written determination that:

1. the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated;
2. the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and
3. the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District, taking into consideration the following criteria:
 - a. the type and complexity of the procurement item;
 - b. the difficulty of estimating performance costs at the time the contract is entered into, due to factors that may include:
 - i. the difficulty of determining definitive specifications;
 - ii. the difficulty of determining the risks, to the contractor, that are inherent in the nature of the work to be performed; or
 - iii. the difficulty to clearly determine other factors necessary to enter into an accurate firm fixed price contract;
 - c. the administrative costs to the District and the contractor;
 - d. the degree to which the District is required to provide technical coordination during performance of the contract;
 - e. the impact that the choice of contract type may have upon the level of competition for award of the contract;
 - f. the stability of material prices, commodity prices, and wage rates in the applicable market;
 - g. the impact of the contract type on the level of urgency related to obtaining the procurement item;
 - h. the impact of any applicable governmental regulation relating to the contract; and
 - i. other criteria that the Procurement Official determines may relate to determining the contract type that is in the best interest of the District.

Subject to this policy and any rules made by the Procurement Policy Board, the District may use the following types of contracts:

1. a fixed price contract;
2. a fixed price contract with price adjustment;
3. a time and materials contract;
4. a labor hour contract;
5. a definite quantity contract;
6. an indefinite quantity contract;
7. a requirements contract;
8. a contract based on a rate table in accordance with industry standards; or
9. a contract that includes one of the following construction delivery methods:
 - a. design-build;
 - b. design-bid-build; or
 - c. construction manager/general contractor.

Except as it applies to a change order, the District may not enter into a cost-plus-percentage-of-cost contract, unless:

1. use of a cost-plus-percentage-of-cost contract is approved by the Procurement Official;
2. it is standard practice in the industry to obtain the procurement item through that type of contract; and
3. the percentage and the method of calculating costs in the contract are in accordance with industry standards.

The District may not enter into a cost-reimbursement contract, unless the Procurement Official makes a written determination that: (1) either (a) a cost-reimbursement contract is likely to cost less than any other type of permitted contract; or (b) it is impracticable to obtain the procurement item under any other type of permitted contract; and (2) the proposed contractor's accounting system will both (a) timely develop the cost data in the form necessary for the District to timely and accurately make payments under the contract; and (b) allocate costs in accordance with generally accepted accounting principles.

[Utah Code § 63G-6a-1205 \(2020\)](#)

Determining allowable incurred costs under a cost-based contract

Except as provided below, a person who seeks to be, or is, a party in a cost-based contract with the District shall submit cost or pricing data relating to determining the cost or pricing amount and shall certify that, to the best of the contractor's knowledge and belief, the cost or pricing data submitted is accurate and complete as of the date specified by the District. The Procurement Official shall ensure that the specified date is before (a) the pricing of any contract awarded by a standard procurement process or pursuant to a sole source procurement, if the total

contract price is expected to exceed an amount established by rule of the Procurement Policy Board made by the applicable rulemaking authority; or (b) the pricing of any change order that is expected to exceed an amount established by rule of the Procurement Policy Board.

A contract or change order that requires a cost or pricing data certification shall include a provision that the price to the District, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that the price was increased because the contractor provided cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the Procurement Officer.

A cost-reimbursement contract does not have to meet the cost or pricing data requirements above if:

1. the contract price is based on adequate price competition;
2. the contract price is based on established catalogue prices or market prices;
3. the contract price is set by law or rule; or
4. the procurement states, in writing that in accordance with Procurement Policy Board rules the requirements may be waived and sets forth the reasons for that waiver.

[Utah Code § 63G-6a-1206 \(2020\)](#)

Price Adjustments

For contracts that expressly allow price adjustments, cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing. Such data does not need to be provided when the terms of the contract state established market indices, catalog prices or other benchmarks are used as the basis for contract price adjustments or when prices are set by law or rule. If a contractor submits a price adjustment higher than established market indices, catalog prices or other benchmarks established in the contract, the Procurement Official may request additional cost or pricing data. The Procurement Official may waive the requirement for cost or pricing data provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.

If defective cost or pricing data was used to adjust a contract price, the vendor and the District may enter into discussions to negotiate a settlement. If a settlement cannot be negotiated, either party may seek relief through the courts.

[Utah Admin. Rules R33-112-601 \(July 8, 2024October 22, 2024\)](#)

[Utah Admin. Rules R33-112-602 \(July 8, 2024October 22, 2024\)](#)

Installment payments and contract prepayments

The District may enter into a contract which provides for installment payments, including interest charges, over a period of time, if the Procurement Official makes a written finding that:

1. the use of installment payments is in District's interest;
2. installment payments are not used as a method of avoiding budgetary constraints;
3. the District has obtained all budgetary approvals and other approvals required for making the installment payments;
4. all aspects of the installment payments required in the contract are in accordance with the requirements of law; and
5. for a contract awarded through an invitation for bids or a request for proposals, the invitation for bids or request for proposals indicates that installment payments are required or permitted.

The District may not pay for a procurement item before the District receives the procurement item unless the Procurement Official determines that it is necessary or beneficial for the District to pay for the procurement item before the District receives the procurement item. Such circumstances include (a) when it is customary in the industry to prepay for the procurement item, (b) if the District will receive an identifiable benefit by prepaying, including reduced costs, additional procurement items, early delivery, better service, or better contract terms; or (c) such other circumstances as may be permitted by Procurement Policy Board rule. The determination shall be in writing except in the following circumstances:

1. The procurement item is:
 - a. Software subscription services;
 - b. Online information, media, or database subscription services;
 - c. Online marketplace purchases;
 - d. Trade show booth space rentals; or
 - e. Deposits for venue rental for group gathering, and
2. The prepayment is:
 - a. Below the individual procurement threshold (unless the Procurement Official determines a lower amount); or
 - b. For a procurement item available through an existing contract entered into in compliance with the procurement code.

Where written documentation is required, prepaid expenditure shall be supported by documentation indicating:

1. the amount of the prepayment;
2. the prepayment schedule;
3. the procurement items to which each prepayment relates;

4. the remedies for a contractor's noncompliance with requirements relating to the provision of the procurement items; and
5. all other terms and conditions relating to the payments and the procurement items.

The Procurement Official may require a performance bond, of up to 100% of the prepayment amount, from the person to whom the prepayments are made.

[Utah Code § 63G-6a-1208 \(2020\)](#)

[Utah Admin. Rules R33-112-401 \(July 8, 2024October 22, 2024\)](#)

Leases of personal property

As used in this policy, "lease" means for the District to lease or lease-purchase a procurement item from a person. (This does not apply to the lease of real property.) The District may only lease a procurement item if each of the following requirements is met:

1. the Procurement Official determines that it is in the best interest of the District to lease the procurement item, after investigating and considering the costs and benefits of alternative means of obtaining the procurement item;
2. all conditions for renewal and costs of termination are included in the lease;
3. the lease is awarded through a standard procurement process or a valid exception described in Policy CBF;
4. for a standard procurement process, the invitation for bids, request for proposals, or request for quotes states that the District is seeking, or willing to consider, a lease (or a lease purchase);
5. the lease is not used to avoid competition; and
6. the lease complies with all other applicable provisions of law or rule.

[Utah Code § 63G-6a-1209 \(2013\)](#)

Multiyear contracts

The District may enter into a multiyear contract if the Procurement Official determines, in his or her discretion, that doing so is in the District's best interest and the other requirements of this section are satisfied. The Procurement Official shall consider whether the multiyear contract will:

- result in significant savings to the District, including (a) reduction of the administrative burden in procuring, negotiating, or administering contracts, (b) continuity in operations of the District, or (c) the ability to obtain a volume or term discount;
- encourage participation by a person who might not otherwise be willing or able to compete for a shorter term contract; or
- provide an incentive for a bidder or offeror to improve productivity through capital investment or better technology.

The invitation for bids or request for proposals must (a) state the term of the contract, including all possible renewals of the contract, (b) state the conditions for renewal of the contract, and (c) include the pertinent funding and renewal condition provision applicable to the contract.

Except as stated below with regard to contracts with federal funding and regardless of anything in an invitation for bids, request for proposals, or a contract, no multiyear contract may continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.

A multiyear contract that is funded solely by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:

1. adequate funds to continue or renew the contract have not been, but are expected to be appropriated by, and received from, the federal government;
2. continuation or renewal of the contract before the money is appropriated or received is permitted by the federal government; and
3. the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

A multiyear contract that is funded in part by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:

1. the portion of the contract that is to be funded by District funds are appropriated;
2. adequate federal funds to continue or renew the contract have not been, but are expected to be, appropriated by, and received from, the federal government;
3. continuation or renewal of the contract before the federal money is appropriated or received is permitted by the federal government; and
4. the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.

The District may not continue or renew a multiyear contract after the end of the multiyear contract term or the renewal periods described in the contract, unless the District engages in a new standard procurement process or complies with a valid exception to standard procurement.

A multiyear contract, including any renewal periods, may not exceed a period of five years, unless the Procurement Official makes a written determination that the longer period is necessary in order to obtain the procurement item, or that a longer period is customary for industry standards, or that a longer period is in the best interest of the District. This written determination must be included in the file relating to the procurement. However, this limitation does not apply to a contract for the design or construction of a facility, a road, or a contract for the financing of equipment.

[Utah Code § 63G-6a-1204 \(2021\)](#)

Multiple award contracts

The District may enter into multiple award contracts with multiple persons through a standard procurement process as provided in this section. Multiple award contracts may be in the District's best interest if award to two or more bidders or offerors for similar procurement items is needed or desired for adequate delivery, service, availability, or product compatibility.

In entering into or seeking to enter into multiple award contracts, the District shall exercise care to protect and promote competition among bidders or offerors and shall name all eligible users of the multiple award contracts in the invitation for bids or request for proposals. If the District anticipates entering into multiple award contracts before issuing the invitation for bids or request for proposals, the invitation or request shall state that the District may enter into multiple award contracts at the end of the procurement process.

Once the District has entered into multiple award contracts, it shall obtain under those contracts all of its normal, recurring requirements for the procurement items that are the subject of the contracts until the contracts terminate. However, the District shall in the contracts reserve the right to obtain the procurement items separately from the contracts if either (a) there is a need to obtain a quantity of the procurement items that exceeds the amount specified in the contracts, or (b) the Procurement Official makes a written finding that the procurement items available under the contract will not effectively or efficiently meet a nonrecurring special need of the District.

[Utah Code § 63G-6a-1204.5 \(2020\)](#)

Awarding multiple award contracts

Multiple award contracts are appropriate when two or more bidders or offerors for similar procurement items are needed for coverage on a statewide, regional, combined statewide and regional basis, agency specific requirement, or other criteria specified in the solicitation such as (a) delivery, (b) service, (c) product availability, or (d) compatibility with existing equipment or infrastructure.

In addition to the information required in an invitation for bids or request for proposals, when it is anticipated that a procurement will result in multiple contract awards, the solicitation shall include a statement that:

1. Indicates that contracts may be awarded to more than one bidder or offeror;
2. Specifies whether contracts will be awarded on a statewide, regional, combined statewide and regional basis, or agency specific requirement; and
3. Describes specific methodology or a formula that will be used to determine the number of contract awards.

Multiple award contracts in an invitation for bids shall be conducted in accordance with the requirements for a bidding procurement process and awarded

to the lowest responsive and responsible bidder(s) who meet the objective criteria described in the invitation for bids. The contracts may be awarded using the following methods:

1. Based on the lowest bids for procurement items solicited provided the solicitation indicates that multiple contracts will be awarded to the lowest bidders for procurement items being solicited as determined by the following methods:
 - a. bids within a specified percentage, not to exceed five percent, of the lowest responsive and responsible bid, unless otherwise approved in writing by the Procurement Official;
 - b. responsive and responsible bidders will be awarded a contract, provided the contract specifically directs that orders must be placed first with low bidder unless the lowest bidder cannot provide the needed procurement item, then with the second lowest bidder unless the second lowest bidder cannot provide the needed procurement item, then with the third lowest bidder unless the third lowest bidder cannot provide the needed procurement item, and so on in order from the lowest responsive and responsible bidder to the highest responsive and responsible bidder; or
 - c. other methodology described in the solicitation to award contracts;
2. Based on the lowest bid by category, provided:
 - a. the solicitation indicates that a contract will be awarded based on the lowest bid per category; and
 - b. only one bidder may be awarded a contract per category;
3. Based on the lowest bid by line item, provided:
 - a. the solicitation indicates that a contract will be awarded based on the lowest bid per line item, task or service; and
 - b. only one bidder may be awarded a contract per line item, task or service; or
4. Based on another specific objective methodology described in the solicitation, such as for primary and secondary contracts (as described below), approved by the Procurement Official.

Multiple award contracts in a request for proposals shall be conducted and awarded in accordance with the requirements for a request for proposals procurement process and awarded in accordance with point thresholds and other methodology set forth in the request for proposals describing how multiple award contracts will be awarded with enough specificity as to avoid the appearance of any favoritism affecting the decision of whether to award a multiple contract and who should receive a multiple award contract.

[Utah Admin. Rules R33-112-301 \(July 8, 2024October 22, 2024\)](#)

Primary and secondary contracts

Designations of multiple award contracts as primary and secondary may be made provided a statement to that effect is contained in the solicitation documents. When the Procurement Official determines that the need for procurement items will exceed the capacity of any single primary contractor, secondary contracts may be awarded to additional contractors.

Purchases under primary and secondary contracts shall be made, initially to the primary contractor offering the lowest contract price until the primary contractor's capacity has been reached or the items are not available from the primary contractor, then to secondary contractors in progressive order from lowest price or availability to the next lowest price or availability, and so on.

[Utah Admin. Rules R33-112-302 \(July 8, 2024\)](#)

Contract Clauses—

Required contract clauses

Contracts entered into by the District for construction of school buildings shall contain a clause addressing the rights of the parties when, after the contract is executed, site conditions are discovered that the contractor did not and could not reasonably have known existed at execution and those conditions materially impact the costs of construction.

[Utah Code § 53E-3-711 \(2018\)](#)

Contracts entered into by the District for an educational good or service provided on behalf of the District shall require that the contractor provide, upon request of the District, information necessary to verify that the educational good or service complies with Utah Code Title 53E, Title 53F, and Title 53G as well as Utah State Board of Education rules.

[Utah Admin. Rules R277-115-4\(1\)\(a\) \(July 89, 2024\)](#)

Each contract which is for an amount of \$100,000 or more or with a company that has at least 10 employees must include a written certification that the company is not currently engaged in a boycott of the State of Israel or an economic boycott as defined above, that the company agrees not to engage in a boycott of the State of Israel for the duration of the contract, and that the company agrees to notify the District in writing if the company begins engaging in an economic boycott as defined above. Such a contract must also provide that a notice that the company is beginning to engage in an economic boycott may be grounds for termination of the contract.

However, this requirement does not prohibit the District from entering into a contract with a company that engages in an economic boycott if the company engages in the economic boycott to comply with federal law or if there is no economically practicable alternative available to the District to either acquire or dispose of the good or service that is the subject of the contract or to meet the

District's legal duties to issue, incur, or manage debt obligations or to deposit, keep custody of, manage, borrow, or invest funds.

[Utah Code § 63G-27-201 \(2023\)](#)

Permissible clauses

The District may include in any of its contracts terms that provide for (a) incentives, including bonuses, (b) payment of damages, including liquidated damages, and (c) penalties.

[Utah Code § 63G-6a-1210 \(2013\)](#)

Standard terms and conditions

The District may establish standard terms and conditions for contracts. Terms and conditions may be established for a category of procurement items, a specific procurement item, general use in all procurements, the special needs of the District, or the requirements of federal funding.

[Utah Admin. Rules R33-112-201 \(July 8, 2024October 22, 2024\)](#)

Prohibited contract clauses ~~for design professionals~~

~~The following types of clauses (including when the clause is incorporated by reference) are void and unenforceable when included in aA contract entered into by the District in a procurement which becomes operative or effective on or after May 7, 2025 unless one of the specified exceptions applies:may not require that a design professional indemnify another from liability claims that arise out of the design professional's services, unless the liability claim arises from the design professional's negligent act, wrongful act, error or omission, or other liability imposed by law. This limitation may not be waived by contract. However, a design professional may be required to indemnify a person for whom the design professional has direct or indirect control or responsibility.~~

- ~~1. Restricting the District's protection under the Utah Governmental Immunity Act (including an obligation to respond to or defend against any claim);~~
- ~~2. Requiring the District to indemnify, defend, or hold harmless another person;~~
- ~~3. Restricting the District's ability to seek relief in state court;~~
- ~~4. Subjects the District to binding arbitration or other form of dispute resolution outside the courts;~~
- ~~5. Disallows the District from having legal counsel and representation from:
 - ~~a. Legal counsel that the District chooses;~~
 - ~~b. The Utah Attorney General; or~~
 - ~~c. Legal counsel chosen by a person that has a contractual obligation to defend, indemnify, or hold harmless the District, subject to the written consent of the District;~~~~

6. Subjects the contract or a party to the contract to the laws of any jurisdiction other than Utah or requires the parties to resolve a dispute in a jurisdiction or venue other than Utah;
7. Restricts a governmental entity from making disclosures of information as required by law or for any legitimate purpose;
8. Allows a vendor to unilaterally modify any part of the contract, including any provision to which the contract contemplates giving legal effect upon the vendor providing notice to the District of the modification or of the created legal effect;
9. Requires a governmental entity to maintain insurance coverage beyond the types and limits required by the state risk manager, or to name an additional insured under that coverage;
10. Allows a vendor to automatically renew the contract or that creates a contractual term in violation of the terms permitted under Utah Code § 63G-6a-1204 (which relates to multiyear contracts);
11. Limits the liability of a vendor or any third party for bodily injury, death, or damage to tangible property caused by negligence or willful misconduct of a vendor, a third party, or the vendor or third party's employees or agents.

[Utah Code § 63G-6a-1203\(3\), \(4\) \(20152025\)](#)

Exception regarding choice of law or venue

A contract provision that makes the law of another jurisdiction applicable or provides for dispute resolution in another jurisdiction or a venue outside of Utah is permitted if counsel for the District exempts the contract from that restriction through a signed, express written authorization made prior to the formation of the contract which determines that the exemption is necessary to promote the best interests of the District due to (1) the relative disproportionate bargaining positions of the contracting parties, (2) market conditions, or (3) other unique circumstances identified and described in the authorization.

[Utah Code § 63G-6a-1203\(5\) \(2025\)](#)

Exception regarding insurance, renewal, or limitation of liability.

A contract provision that is contrary to the restrictions in paragraphs 9 through 11 above is permitted and valid if prior to the formation of the contract the District's procurement official makes a signed, written, express authorization stating the District's intent to include the provision, with explicit reference to Utah Code § 63G-6a-1203(6).

[Utah Code § 63G-6a-1203\(6\) \(2025\)](#)

Procurement:

Child Nutrition Program Procurement

Compliance with Federal Requirements—

Because the District's Child Nutrition Program expends funds received from federal grants, procurement for that program must satisfy the standards in 2 CFR Part 200. In order to meet those standards, procurements for the District's Child Nutrition Program should follow the District's general procurement policies with the modifications and additional requirements set forth in this policy.

[Utah Admin. Rules R277-113-10\(1\)\(f\) \(August 7, 2024 July 8, 2025\)](#)
[Utah Code § 63G-6a-107.2\(2\)\(b\) \(2020\)](#)
[2 CFR § 200.317](#)
[2 CFR § 200.318\(a\)](#)

Efficiency—

The District shall conduct procurements so as to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Consideration should also be given to cooperative procurements as provided for under Policy CBH.

[2 CFR § 200.318\(d\), \(e\)](#)

Permissible Methods of Procurement—

The District may procure using sealed bids as provided for in Policy CBB, requests for proposals as provided for in Policy CBD, and small purchases as provided for in Policy CBE. When procuring through sealed bids, bids must be solicited from an adequate number of qualified sources and the sources must be provided with sufficient time to respond before the opening date. The bids must be opened publicly and at the time and place specified in the solicitation. Any and all bids may be rejected if there is a sound reason for doing so which is documented. When procuring using requests for proposals, proposals must be solicited from an adequate number of qualified offerors and any response to the publicized request must be considered to the maximum extent practical.

If the requirements for sole source procurement or emergency procurement set out in Policy CBF are met, those non-competitive method of procurement may be used. No other non-competitive methods of procurement may be used.

[2 CFR § 200.320\(a\), \(b\)](#)

Bid Security—

In conducting procurements for contracts supported by Child Nutrition Program funds, the District shall require a bid guarantee in the amount of 5% of the bid price, a performance bond for 100% of the contract price, and a payment bond

for 100% of the contract price. The form and nature of the security required shall be consistent with the security requirements set out in Policy CBA.

[2 CFR § 200.326](#)

Cost Analysis—

For any Child Nutrition Program procurement action (including contract modification) which is anticipated to exceed \$250,000, the District must provide a cost or price analysis. The specific method and degree of analysis depends on the particular circumstances, but at a minimum the District will make independent estimates regarding cost or price before receiving bids or proposals.

[2 CFR § 200.324\(a\)](#)

Contract Terms—

For any procurement which is made without price competition, and for any procurement which requires a cost analysis (as provided above), the District must negotiate profit as a separate element of the price. ~~To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.~~ Costs or prices based on estimated costs for contracts using Child Nutrition Program funds are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the District under 2 CFR Part 200, Subpart E. The District may reference its own cost principles that comply with the Federal cost principles.

Notwithstanding Policy CBG, a contract supported by Child Nutrition Program funds may not use the cost plus percentage of cost method of contracting under any circumstances.

[2 CFR § 200.324\(dc\)](#)

Contracts supported by Child Nutrition Program funds must include the applicable contract provisions required in [Appendix II to 2 CFR Part 200](#).

[2 CFR § 200.327](#)

Non-Responsible Contractors—

As provided for under Policy CBA, the District shall not enter into contracts with vendors who are determined to be not responsible. The District shall consider such matters as contractor integrity, compliance with public policy, proper classification of employees, record of past performance, and financial and technical resources. In addition, the District must comply with the restrictions on awards to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities as provided for in 2 CFR Part 180.

[2 CFR § 200.318\(h\)](#)

[2 CFR § 200.214](#)

Prequalifying Vendors—

Procurements may be made using the processes set out in Policy CBDA and Policy CBDB, but in using those processes the District must ensure that lists are current and include enough qualified sources to ensure maximum open ~~and free~~ competition. The District must also consider objective factors that evaluate price and cost to maximize competition. In addition, vendors must be permitted to qualify during the solicitation period.

[2 CFR § 200.319\(e\)](#)

Preferences—

The preferences for Utah products and Utah contractors set out in Policy CBA cannot be applied to procurements using Child Nutrition Program funds. However, procurements using such funds must give preference to goods, products, or materials produced in the United States over those produced in other countries.

[2 CFR § 200.319\(c\)](#)

[2 CFR § 200.322](#)

Small/Minority Businesses, Women's Business Enterprises, Veteran-owned Businesses, and Labor Surplus Area Firms—

~~When possible, i~~In conducting Child Nutrition Program procurement, the District ~~should ensure must take all necessary affirmative steps to assure~~ that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered used when possible. Such ~~consideration means affirmative steps must include:~~

1. ~~These business types are included~~Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. ~~These business types are~~Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by ~~small and minority businesses, and women's business enterprises~~these business types;
4. Establishing delivery schedules, ~~where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises~~ (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Using the services and assistance, ~~as appropriate,~~ of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring ~~the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above~~ a contractor under a Federal award to apply this section to subcontracts.

[2 CFR § 200.321](#)

Procurement of Recovered Materials—

Where the purchase price is greater than \$10,000 and it is consistent with maintaining a satisfactory level of competition, the District in conducting Child Nutrition Program procurements must procure only items designated in the EPA guidelines in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable. The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

[2 CFR § 200.323](#)

Records—

The District shall retain all books, records and other documents relative to the award of the contract for six (6) years after final payment. Specifically, the District shall maintain, at a minimum, the following documents:

1. The written rationale for the method of procurement;
2. A copy of the original solicitation;
3. The selection of contract type;
4. The bidding and negotiation history and working papers;
5. The basis for contractor selection;
6. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
7. The basis for award cost or price;
8. The terms and conditions of the contract;
9. Any changes to the contract and negotiation history;
10. Billing and payment records;
11. A history of any contractor claims; and
12. A history of any contractor breaches.

[2 CFR § 200.318\(i\)](#)

Standards of Conduct—

In addition to the standards of conduct set forth in Policy CCD, the following applies to procurements supported by Child Nutrition Program funds. No employee, officer or agent of the District shall participate in the selection or in the award or administration of a contract supported by Child Nutrition Program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest exist when one of the following has a financial or other interest in the firm selected for the award:

1. The employee, officer, ~~or agent,~~ or board member;
2. Any member of the immediate family;
3. ~~His or her~~ Their partner;
4. An organization ~~which~~ that employs or is about to employ one of the above.

An eEmployees, officers, ~~or agents,~~ or board member shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Employees who violate this standard of conduct shall be reprimanded or dismissed, as determined to be appropriate, together with any other appropriate legal actions.

[2 CFR § 200.318\(c\)\(1\)](#)

School Safety

Safety Needs Assessment—

Unless an exception or modification is granted by the state security chief, the District shall ensure that a school safety needs assessment is conducted by ~~December 31, 2024~~ October 15 of an applicable year, for each school or K-12 campus in the District. The assessment must be conducted at least once every three years for each school or K-12 campus. The District shall update the assessment schedule as necessary to ensure compliance with the three-year assessment requirement. The District may implement a rotating or staggered schedule for the assessments provided that each school within a K-12 campus is assessed at least once every three years and the District documents the schedule and shares it with the state security chief, the School Safety Center, the county security chief, and the law enforcement agency with primary jurisdiction over the school's physical location (referred to in this policy as the "local law enforcement agency").

-A school's assessment is conducted by the school safety specialist in collaboration with the county security chief ~~or designee~~ and with the local law enforcement agency. (A school safety and security director may fulfill the role of a school safety specialist in conducting the assessment.)

The assessment will ~~be that selected~~ follow the form or process created by the state security chief in collaboration with the School Safety Center and will determine needs and deficiencies regarding (1) appropriate school safety personnel (including necessary supports, training, and policy creation for personnel), (2) physical building security and safety (including required upgrades to facilities and safety technology), ~~and~~ (3) the school's current threat and emergency response protocols (including any emergency response agreements with local law enforcement), ~~(4) cardiac emergency preparedness (including an inventory of whether automated external defibrillators are present and accessible, maintenance status, and current staff training offerings) and (5) compliance with the universal access key box requirements.~~

-The District shall report the results of each school safety needs assessment to the state security chief and the School Safety Center.

Utah Code § 53-25-701(1)(a) (2025)

Utah Code § 53G-8-701.5(1)(a)-(ee), (3) (20242025)

Safety Personnel—

Unless an exception or modification is granted by the state security chief, the District shall appoint or designate school safety personnel as required by statute and according to the timeline established by the state security chief. The personnel shall include a school safety and security director for the District, a school safety and security specialist for each school campus, and (for each school and based on the results of the school safety needs assessment) at least one school resource officer

or school guardian or armed school security guard. A school may have the same individual serve in more than one of these roles if the school notifies the School Safety Center and the state security chief of the decision to do so.

[Utah Code § 53G-8-701.5\(2\), \(3\) \(20242025\)](#)

[Utah Code § 53G-8-701.8\(1\) \(20242025\)](#)

School safety and security director

The District school safety and security director is the District point of contact for the county security chief, local law enforcement, and the state security chief. The school safety and security director:

1. Shall collaborate and maintain effective communications with local law enforcement, the county security chief, the District, and school-based behavioral and mental health professionals to ensure adherence with all policies, procedures, protocols, rules, and regulations relating to school safety and security;
2. Shall, as applicable, coordinate security responses among school safety and security specialists, school resource officers, armed school security guards, and school guardians;
3. If the school safety and security director is a District employee, shall be a member of the multidisciplinary team;
- ~~4. Shall have a valid concealed carry firearm permit; and~~
- ~~4. Shall, only once, -complete the training requirements for school guardians;~~
- ~~5. Shall complete the school resource officer and administrator training the state security chief approves in consultation with the School Safety Center; and~~
- ~~5-6. If serving as a backup school guardian, satisfy all the requirements that apply to a school guardian, for school resource officers, and for armed school security guards.~~

[Utah Code § 53G-8-701.5\(2\)\(b\) \(20242025\)](#)

[Utah Code § 53G-8-701.8\(2\) \(20242025\)](#)

[Utah Code § 53-22-105\(1\)\(a\), \(b\), \(d\) \(20242025\)](#)

[Utah Code § 53G-8-702 \(2024\)](#)

[Utah Code § 53G-8-703\(4\)\(a\)\(ii\) \(2024\)](#)

[Utah Code § 53G-8-213\(1\)\(ae\) \(20242025\)](#)

The school safety and security director does not have authority to act in a law enforcement capacity. The director may take actions necessary to prevent or abate an active threat and may temporarily detain an individual when the director has reasonable cause to believe the individual has committed or is about to commit a forcible felony. Except during an active threat, if the director is carrying a firearm on school grounds it shall be carried in a concealed manner and may not be displayed or open carried.

[Utah Code § 53G-8-701.8\(3\), \(4\) \(20242025\)](#)

Utah Code § 76-2-402(1) (2022)

School safety and security specialist

A school safety and security specialist shall be designated for each school campus in the District from among the employees of that school campus. The specialist may not be the school principal ~~but may be the District school safety and security director unless there are 350 or more students enrolled in the school~~. During an active emergency at the school, the specialist is subordinate to any responding law enforcement officers.

Utah Code § 53G-8-701.6(2), (4) (20242025)

Utah Code § 53G-8-701.5(2)(~~ea~~)(i) (20242025)

The school safety and security specialist:

1. Reports directly to the principal;
2. Oversees school safety and security practices to ensure a safe and secure school environment for students and staff;
3. Ensures adherence with all policies, procedures, protocols, rules, and regulations relating to school safety and security through collaborating and maintaining effective communications with, as applicable:
 - a. The principal;
 - b. School staff;
 - c. The school resource officer;
 - d. The armed school security guard;
 - e. The school guardian;
 - f. Local law enforcement;
 - g. The county security chief;
 - h. The school safety and security director;
 - i. The District; and
 - j. school-based behavioral and mental health professionals;
4. In collaboration with the county security chief ~~or designee~~ and the local law enforcement agency:
 - a. Conducts the school safety needs assessment;
 - ~~a.b.~~ Submits the completed assessments to the School Safety Center by October 15 of each year; and
 - ~~b.c.~~ Conducts a building safety inspection at least annually using Reviews the results of the school safety needs assessment to recommend and implement improvements to school facilities, policies,

procedures, protocols, rules, and regulations relating to school safety and security;

5. Serves as a member of the multidisciplinary team;
6. When deemed necessary by the specialist, conducts a behavioral threat assessment using an evidence-based tool recommended by the state security chief;
7. Monitors and regularly reports to the principal, local law enforcement, and the Superintendent or designee security risks for the school resulting from either issues with school facilities or the implementation of practices, policies, procedures, and protocols relating to school safety and security;
8. Coordinates with local first responder agencies to implement and monitor safety and security drills in accordance with policy and applicable procedures and protocols;
9. Ensures that school staff and, when appropriate, students, receive training on and remain current on the school's safety and security procedures and protocols;
10. Following an event where security of the school has been significantly compromised, organizes a debriefing following the recommendations from the state security chief, in collaboration with the School Safety Center, regarding strengthening school safety and security practices, policies, procedures and protocols with (as applicable):
 - a. The principal;
 - b. School staff;
 - c. The school resource officer;
 - d. The armed school security guard;
 - e. The school guardian;
 - f. Local law enforcement;
 - g. The county security chief;
 - h. The school safety and security director;
 - i. The District; and
 - j. School-based behavioral and mental health professionals;
11. Abides by District, school, and law enforcement policy outlining the chain of command;
12. During an emergency and as applicable, coordinates with the:
 - a. School resource officer;
 - b. School guardian;

- c. Armed school security guards;
 - d. School administrators; and
 - e. Responding law enforcement officers;
13. Follows District, school, and law enforcement student privacy policies (including state and federal privacy laws);
14. Participates in annual training selected by the state security chief; and
15. Remains current on:
- a. A comprehensive school guideline selected by the state security chief;
 - b. The duties of a school safety and security specialist; and
 - c. The school's emergency response plan.

[Utah Code § 53G-8-701.6\(3\) \(20242025\)](#)
[Utah Code § 53G-8-213\(1\)\(ad\) \(20242025\)](#)

School resource officer

A school resource officer is a law enforcement officer who provides law enforcement services for the District under a contract between the District and the officer or the officer's law enforcement agency.

[Utah Code § 53G-8-701\(7\) \(20242025\)](#)
[Utah Code § 53-13-103 \(20232025\)](#)

The school resource officer's responsibilities and duties are as outlined in Policy CEC and in the contract between the District and the law enforcement agency.

[Utah Code § 53G-8-703\(2\) \(2024\)](#)

School guardian

A school guardian is a school employee who meets the eligibility requirements and has been approved to be a school guardian by the school's principal (or the Superintendent if a principal applies to be a guardian). A school may designate more than one school guardian. An employee's school guardian status may be revoked at any time by the school principal, county sheriff, or state security chief.

[Utah Code § 53-22-105\(3\), \(8\), \(14\) \(20242025\)](#)

A school employee may volunteer to be a school guardian if the employee's regular work duties and responsibilities must require the employee to be physically present at the school's campus while school is in session. The principal, a teacher, or a person whose primary responsibilities require the employee to be primarily present in a classroom to teach, care for, or interact with students are not eligible unless the person is employed at a school with ~~400-350~~ or fewer students, or employed at a school with adjacent campuses as determined by the state security chief, or unless an exception is made by the state security chief.

[Utah Code § 53-22-105\(1\)\(f\) \(20242025\)](#)
[Utah Code § 53G-8-701.5\(3\) \(20242025\)](#)

To be qualified for designation as a school guardian, an eligible employee must:

1. Satisfactorily complete the initial training for a school guardian within the prior six months;
2. Hold a valid firearm concealed carry permit;
3. Certify to the sheriff of the county where the school is located that the employee has undergone the initial training and intends to serve as a school guardian;
4. ~~Successfully c~~Complete an initial “fit to carry” assessment the Department of Health and Human Services approves and a provider administers and maintain compliance with mental health screening requirements consistent with law enforcement standardsselected by the state security chief; and
5. Be approved by the school administrator to be a school guardian.

[Utah Code § 53-22-105\(3\)\(a\) \(20242025\)](#)

A school guardian must complete the required annual and biannual training to retain the designation of a school guardian.

[Utah Code § 53-22-105\(1\)\(a\), \(b\), \(3\)\(b\) \(20242025\)](#)

A school guardian does not have authority to act in a law enforcement capacity. The guardian may take actions necessary to prevent or abate an active threat and may temporarily detain an individual when the guardian has reasonable cause to believe the individual has committed or is about to commit a forcible felony.

[Utah Code § 53-22-105\(7\) \(20242025\)](#)

Except during an active threat, if the guardian is carrying a firearm on school grounds it shall be carried in a concealed manner and may not be displayed or open carried. A guardian may store the guardian’s firearm on school grounds only if the firearm is stored in a biometric gun safe, that safe is located in the guardian’s office, and the guardian is physically present on school grounds while the firearm is stored in the safe.

[Utah Code § 53-22-105\(5\) \(20242025\)](#)

Except when it occurs during a training exercise, a school guardian who points a firearm at an individual during the performance of the guardian’s duties shall file a report which describes the incident, identifies the individuals involved, and includes any other information required by the state security chief. The report shall be submitted within 48 hours of the incident to the school administrator, school safety and security director, and the state security chief.

[Utah Code § 53-22-105\(11\), \(12\), \(13\) \(20242025\)](#)

A school guardian with active status in the school guardian program is not liable for civil damages or penalties if the guardian:

1. Threatens, draws, or otherwise uses a firearm reasonably believing the action to be necessary in compliance with Utah Code § 76-2-402 (regarding use of force in defense of a person); or
2. When carrying or storing a firearm, is acting in good faith and is not grossly negligent.

[Utah Code § 53-22-105\(10\) \(20242025\)](#)

[Utah Code § 76-2-402 \(2022\)](#)

Armed school security guard

An “armed private security officer” is an individual employed by a contract security company whose primary duty is guarding personal or real property or providing protection or security to the life and well-being of humans or animals and who wears, carries, possesses, or has immediate access to a firearm in the performance of the individual’s duties. A “contract security company” is a company that is engaged in business to provide security services to another person, business, or entity on a contractual basis by assignment of an armed or unarmed private security officer. An “armed school security guard” is an armed private security officer who:

1. Is licensed as an armed private security officer under Title 58, Chapter 63, Security Personnel Licensing Act;
2. Has a valid firearm concealed carry permit; ~~and~~
3. Has undergone training from the county security chief or from a local law enforcement agency regarding:
 - a. The safe loading, unloading, storage, and carrying of firearms in a school setting;
 - b. The role of armed security guards in a school setting; and
 - c. Coordination with law enforcement and school officials during an active threat; and

~~e-4.~~ Has completed an initial “fit to carry” assessment the Department of Health and Human Services approves and a provider administers and maintains compliance with mental health screening requirements consistent with law enforcement standards.

In order to remain eligible to be assigned as an armed school security guard at a District school, the guard must participate in and satisfy the initial, annual, and biannual training requirements for school guardians.

[Utah Code § 53G-8-704\(1\), \(4\) \(20242025\)](#)

[Utah Code § 58-63-102\(3\), \(8\) \(2023\)](#)

[Utah Code § 53-22-105\(1\) \(20242025\)](#)

An armed school security guard's responsibilities and duties are as outlined in Policy CED and in the contract between the District and the contract security company employing the guard.

[Utah Code § 53G-8-704\(2\)\(b\), \(3\) \(20242025\)](#)

An armed school security guard may conceal or openly carry a firearm at the school at which the guard is employed under the contract between the District and the employing contract security company.

[Utah Code § 53G-8-704\(5\) \(20242025\)](#)

An armed school security guard who points a firearm at an individual or aims a conductive energy device at an individual and displays the electrical current shall file a report which describes the incident, identifies the individuals involved, and includes any other information required by the state security chief. The report shall be submitted within 48 hours of the incident to the school administrator, school safety and security director, and the state security chief.

[Utah Code § 53G-8-704\(8\), \(9\) \(20242025\)](#)

Universal Access Key Boxes—

A “universal access key box” is a UL Standard 1037 compliant secure container designed to store and protect emergency access keys and devices.

“Emergency responder” means law enforcement, fire service, or emergency medical personnel authorized by local authorities to respond to school emergencies.

A school building shall include universal access key boxes that:

1. Are installed at main entry points;
2. Contain master keys and access devices providing complete access to all areas of the school;
3. Are accessible only to authorized emergency responders;
4. Are electronically monitored for tampering; and
5. Are weather-resistant and vandal-resistant.

The District shall maintain universal access key boxes by:

1. Conducting quarterly inspections;
2. Updating the contents within 24 hours of any lock or access control changes;
3. Maintaining current key and access device inventories;
4. Documenting all inspections and updates; and
5. Immediately replacing any damaged or malfunctioning boxes.

The District shall coordinate with local emergency responders to:

1. Determine optimal box placement;

2. Establish access protocols;
3. Maintain current emergency contact information; and
4. Conduct annual reviews of box usage and effectiveness.

The District shall include universal access key box locations and protocols in school emergency response plans, building schematic diagrams provided to emergency responders, and school safety and security training materials.

Utah Code § 53G-8-805(1), (5), (6) (2025)

Panic alert devices—

Consistent with the results of the school safety needs assessment, ~~a staff person~~ the lead teacher in each classroom shall be provided with a wearable panic alert device that ~~allows for immediate contact with emergency services or emergency services agencies, law enforcement agencies, health departments, and fire departments~~ shall communicate directly with public safety answering points. Before the beginning of each school year, all school building personnel shall receive training on the protocol and appropriate use of the panic alert device.

Utah Code § 53G-8-805(12), (23) (20242025)

Law enforcement access to security cameras—

The District shall make all security cameras in school buildings accessible by a local law enforcement agency and public safety access points, ~~and~~ shall coordinate with the local law enforcement agency to establish appropriate access protocols, and shall physically mark all hallways and doorways consistent with the incident response method or system the state security chief creates.

Utah Code § 53G-8-805(34) (20242025)

Prevention and Intervention—

The District shall provide schools with curriculum materials regarding comprehensive violence prevention and intervention strategies such as resource lessons and materials on anger management, conflict resolution, and respect for diversity and other cultures. In so doing, the District shall make use of materials and resources provided by the State Board of Education. Schools may also provide age-appropriate instruction on firearm safety, including appropriate steps to take if a student sees a firearm or facsimile firearm at school.

Utah Admin. Rules R277-400-8(5), (6) (July 11, 2023)

To the extent resources permit, the District shall also develop or incorporate tiered student assistance programs. In developing student assistance programs, the District may coordinate with the State Superintendent and other state agencies.

Utah Admin. Rules R277-400-8(3), (7) (July 11, 2023)

School Safety: Video and Audio Surveillance

District security—

Video and/or audio recording devices may be used to monitor the health, safety, and welfare of all students, staff, and visitors to district property and to safeguard district facilities. Such recordings may be stored as evidence of unsafe, disruptive, and/or illegal behavior and may become part of a student record, a personnel file, and/or a legal proceeding. The superintendent or his/her designee shall ensure the secure storage of these records against tampering and according to the district's record retention schedule.

Notification—

The district administration shall notify staff and students through student/parent and personnel handbooks that video/audio surveillance may occur on district property. The district may also provide notification through the posting of such notice at the main entrances of all district buildings and property, and on all buses in which video/audio surveillance may occur.

Access to cameras—

Each school sSecurity camera system shall be accessible by the local law enforcement officers-agency and public safety answering points according to access protocols which shall be established in consultation with the local law enforcement agency.

Utah Code § 53-25-701(1)(c) (2025)
Utah Code § 53G-8-805(34)(a), (b) (20242025)

Access to recordings—

Surveillance recordings will be released to the public only in conformance with applicable GRAMA provisions. In addition, the content of the surveillance recordings used as evidence in or investigation of specific student matters constitute student records which are confidential and protected under FERPA. When a surveillance recording kept in a student matter shows multiple students, then whether those students or their representatives may access the recording shall be determined on a case-by-case basis. The content of surveillance recordings used as evidence or in investigation of specific personnel matters are private records under GRAMA.

Staff and students are prohibited from tampering or otherwise interfering with the surveillance equipment and records. District administrative staff may review surveillance recordings to verify the occurrence of disruptive, unsafe, and/or illegal behavior. Parents or legal guardians shall only be allowed to view material that

concerns their child in relationship to an alleged incident. Requests to inspect video/audio surveillance recordings must be made in writing.

The District Transportation Supervisor, Building Administrator, and/or the Superintendent's designee shall review all recordings that may be created from surveillance equipment on district vehicles.

If the record becomes the subject of a disciplinary proceeding, it shall be treated like all other evidence in the hearing as confidential and protected. Viewing of such records shall only be permitted at school-related sites including the transportation office, school buildings, or district office. All viewing will include the building principal or his/her designee.

Transportation: Equipment: Buses

Design and construction—

All buses that the District uses will conform to the requirements set out for new and used buses in the Standards for Utah School Buses and Operations and the National School Transportation Specifications and Procedures. Further, the District will purchase no buses which do not meet the Standards for Utah School Buses and Operations unless an exemption has been obtained from the State Board of Education.

[Standards for Utah School Buses and Operations p. 12-14, 17-18 \(2019\)](#)

Markings—

Every school bus, when operated for the transportation of school children, shall bear upon the front and rear of the bus a plainly visible sign containing the words "School Bus" in letters not less than eight inches in height, which shall be removed when the vehicle is not in use for the transportation of school children.

[Utah Code § 41-6a-1302\(1\) \(2024\)](#)

Each school bus shall have a clearly legible sign placed on each school bus and by each entrance to the bus which warns that unauthorized entry of-onto a school bus is a violation of state law.

[Utah Code § 76-9-107\(35\) \(20032025\)](#)

Lights—

Every school bus shall, in addition to any other equipment and distinctive markings be equipped with signal lamps mounted as high and as widely spaced laterally as practicable, which shall display to the front two alternately flashing red lights located at the same level and to the rear two alternately flashing red lights located at the same level, and these lights shall be visible at 500 feet in normal sunlight.

[Utah Code § 41-6a-1301\(1\) \(2015\)](#)

Every school bus shall also be equipped with yellow signal lamps mounted near each of the four red lamps and at the same level but closer to the vertical centerline of the bus, which shall display two alternately flashing yellow lights to the front and two alternately flashing yellow lights to the rear, and these lights shall be visible at 500 feet in normal sunlight.

[Utah Code § 41-6a-1301\(2\) \(2015\)](#)

Inspection—

Before any new school bus shall be put into service, the District shall inspect and test the bus to verify conformance with the Standards for Utah School Buses and Operations. Tests which shall be conducted during the acceptance inspection of a school bus shall include, but not be limited to:

1. Inventory of required safety features.
2. Functions tests of all lamps and signals, emergency braking system, horn and other operating systems.

If further inspection is required, the District will request that Utah Department of Transportation officers provide an acceptance test.

[Standards for Utah School Buses and Operations p. 13 \(2019\)](#)

The District shall perform annual safety inspections on its school buses in accordance with regulations of the Utah Highway Patrol Division. The District shall remove from public highways any buses that have defects endangering the safety of passengers or other drivers until any such defects have been remedied. District buses are also subject to random inspection by the Utah Highway Patrol.

[Utah Code § 53-8-211\(2\), \(3\) \(2020\)](#)

[Standards for Utah School Buses and Operations p. 19 \(2019\)](#)

Transportation: Operations—Unauthorized Persons on Buses

Authorized Persons on School Buses—

The only persons authorized to board a school bus operated by the District are students, persons employed by the District, or persons volunteering as participants in school activities.

[Utah Code § 76-9-107\(4\) \(2025\)](#)

Unauthorized Entry on School Bus—

Unauthorized entry of a school bus occurs in any of the following circumstances:

- An individual enters a school bus with the intent to commit a criminal offense.
- An individual enters a school bus and disrupts or interferes with the driver.
- An individual, other than (a) a peace officer acting within the scope of his or her authority, or (b) an authorized person (see above), enters a school bus and refuses to leave the school bus after being ordered to do so by the driver, and either (a) causes or attempts to cause a disruption or an annoyance to any passenger on the school bus, or (b) is reckless as to whether the person's presence or behavior will cause fear ~~on the part of~~ any passenger on the school bus.

[Utah Code § 76-9-107\(2\) \(20032025\)](#)

Posting of Warning—

Each school bus shall have a clearly legible sign placed on the school bus and by each entrance to the school bus which warns that unauthorized entry of a school bus is a violation of state law.

[Utah Code § 76-9-107\(35\) \(20032025\)](#)

Employment: Paraprofessional Qualifications

Definitions—

“Paraprofessional” or “paraeducator” means a school employee who ~~delivers instruction~~performs a non-instructional or instructional supporting role under the direct supervision of a ~~teacher~~licensed educator or other licensed or certified professional.

[Utah Admin. Rules R277-324-2\(31\) \(March 15, 2024\)](#)[October 8, 2024\)](#)
[Utah Code § 53F-2-411\(1\)\(b\) \(2019\)](#)

Appropriate Assignments or Duties for Paraprofessionals—

A paraprofessional may:

1. Upon completion of explicit training from appropriately licensed teachers or related service providers, provide individual or small group instructional assistance or tutoring to students as designed by an appropriately licensed teacher or related service provider during times when students would not otherwise receive instruction from an appropriately licensed teacher or related service provider;
2. Assist with classroom organization and management, such as organizing instructional or other materials;
3. Provide assistance with supplementary aids and services, program modifications, and support, such as assistive technology devices and services;
4. Conduct parental involvement activities;
5. Provide support in library or media centers; or
6. Provide supervision for students in non-instructional settings.

A paraprofessional may not:

1. be responsible for selecting or administering formal diagnostic or psychological instruments or for interpreting the results of those instruments if the paraprofessional’s training, licensure, or other forms of certification do not align with the administration and interpretation requirements stated in an instrument’s technical manual;
2. be responsible for selecting programming or prescribing educational activities or materials for the students without the supervision and guidance of an appropriately licensed teacher or related service provider;
3. be solely responsible for designing lesson plans;

4. be assigned to implement elements of an IEP for a student with disabilities without direct training, supervision, and involvement from an appropriately licensed teacher or related service provider;
5. be employed to fulfill the responsibilities that may only be provided by an appropriately licensed and otherwise qualified teacher or related service provider; or
6. perform nursing procedures or administer medications without appropriate supervision and training from an appropriately licensed health care professional.

[Utah Admin. Rules R277-324-4\(1\), \(2\) \(March 15, 2024 October 8, 2024\)](#)

Supervision and Training of Paraprofessionals—

A licensed teacher shall:

1. prepare a lesson and plan the instruction support activities to be carried out by a paraprofessional;
2. evaluate the achievement of the students with whom a paraprofessional works; and
3. provide the supervision and support to the paraprofessional that the teacher deems appropriate for the paraprofessional to work effectively in the paraprofessional's role and responsibilities.

[Utah Admin. Rules R277-324-4\(3\) \(March 15, 2024 October 8, 2024\)](#)

All paraprofessionals employed by the District shall complete appropriate training. Paraprofessionals who are acting in an instructional capacity shall complete appropriate training so as to be able to meet the Utah Standards for Instructional Paraeducators. Each paraprofessional who works with any student with a disability shall complete the training required by Section IX.E. of the Utah State Board of Education Special Education Rules. The District shall maintain documentation of completion of required paraprofessional training.

[Utah Admin. Rules R277-324-4\(4\), \(5\) \(March 15, 2024 October 8, 2024\)](#)

[Utah Standards for Instructional Paraeducators](#)

[Utah State Board of Education Special Education Rules](#)

Requirements for Paraprofessionals in Title I Programs—

A paraprofessional who works in Title I schoolwide or targeted assistance programs supported by Title I funding must be a high school graduate or equivalent and must meet one of the following requirements:

1. Complete at least two years, or a minimum of 48 semester hours, at an accredited higher education institution;
2. Obtain an associate (or higher) degree from an accredited higher education institution;

3. Satisfy a rigorous state assessment, approved by the State Board of Education or the Board of Education, that demonstrates:
 - a. Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics, or
 - b. Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

A paraprofessional who works in Title I schoolwide and targeted assistance programs supported by Title I funding and who was hired after January 6, 2002 must be a high school graduate or equivalent and must meet at least one of the following requirements:

1. Complete at least two years, or a minimum of 48 semester hours, at an accredited higher education institution;
2. Obtain an associate (or higher) degree from an accredited higher education institution; or
3. Satisfy a rigorous Utah State Board of Education approved assessment that demonstrates:
 - a. Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
 - b. Knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

[Utah Admin. Rules R277-324-5\(1\) \(March 15, 2024October 8, 2024\)](#)

The foregoing requirements do not apply to a paraprofessional with a high school diploma or equivalent who solely provides:

1. Support through translator services;
2. Support as a parent engagement liaison; or
3. Personal care for students with disabilities.

[Utah Admin. Rules R277-324-6 \(March 15, 2024October 8, 2024\)](#)

Background Check—

Each paraprofessional shall pass a criminal background check as provided for under Policy DAC.

[Utah Admin. Rules R277-324-5\(2\) \(March 15, 2024October 8, 2024\)](#)

~~Responsibilities Relating to State Paraeducator Funding—~~

~~Paraeducators hired with paraeducator funding from the State Board of Education shall meet the qualifications relating to Title I funding above and provide additional aid in the classroom to assist students in achieving academic success.~~

[Utah Admin. Rules R277-324-9 \(March 15, 2024\)](#)

Created: 2 April 2020
Modified: ~~12 June 2024~~ 20 December 2024

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Employment: ***Personal Reporting of Arrests and Convictions***

Definitions—

“Alcohol related offense” means a violation of Utah Code Title 41, Chapter 6a, Part 5, Driving Under the Influence and Reckless Driving (except for offenses not involving alcohol), Utah Code § 76-9-701 (Intoxication), Utah Code § 32B-4-403 (Unlawful sale, offer for sale, or furnishing to a minor) and any offense under the laws of another state that is substantially equivalent to these offenses.

“Drug related offense” means any criminal offense under Utah Code Title 58, Chapter 37 (Utah Controlled Substances Act), Chapter 37a (Utah Drug Paraphernalia Act), Chapter 37b (Imitation Controlled Substances Act), Chapter 37c (Utah Controlled Substance Precursor Act), Chapter 37d (Clandestine Drug Lab Act) and Chapter 37e (Drug Dealer’s Liability Act).

Utah Admin. Rules R277-210-2(3), (15) (January 10, 2024)
Utah Admin. Rules R277-316-2(1), (8) (January 10, 2025)

Employee’s Duty to Personally Report Arrests and Convictions—

An employee who is arrested, cited, or charged for the following alleged offenses shall report the arrest, citation, or charge within 48 hours or as soon as possible to the District’s Superintendent or designee:

1. any matters involving an alleged sex offense;
2. any matters involving an alleged drug-related offense;
3. any matters involving an alleged alcohol-related offense;
4. any matters involving an alleged offense against the person under Utah Code Title 76, Chapter 5, Offenses Against the Person;
5. any matters involving an alleged felony offense under Utah Code Title 76, Chapter 6, Offenses Against Property;
6. any matters involving an alleged crime of domestic violence under Utah Code Title 77, Chapter 36, Cohabitant Abuse Procedures Act; and
7. any matters involving an alleged crime under federal law or another state’s law comparable to any of the alleged crimes listed above.

An employee shall report any felony or misdemeanor convictions, including pleas in abeyance ~~and diversion agreements~~ within 48 hours or as soon as possible upon receipt of notice of the conviction or, plea in abeyance ~~or diversion agreement~~.

After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee’s assignment. The employment status of licensed

DACA

educators shall be evaluated in light of the Utah Educator Standards, Utah Code § 53E-6-604, and District policy. An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation. An employee shall be immediately suspended from any duties that require the employee to transport students or operate or maintain a District vehicle for alleged offenses involving drugs or alcohol during the period of investigation.

The employee shall report for work following the arrest unless directed not to report for work by the District, consistent with District policy.

Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.

Documents and records related to an employee's arrest and/or conviction, ~~or plea in abeyance, or diversion agreements,~~ as well as final administrative determinations and actions following investigation, shall be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information.

Any district volunteer who has or may be given significant unsupervised access to children in connection with the volunteer's assignment for the District shall be considered an "employee" for purposes of the requirements of this policy.

[Utah Admin. Rules R277-217-4 \(January 10, 2024\)](#)
[Utah Admin. Rules R277-316-43 \(February 7, 2020 January 10, 2025\)](#)
[Utah Admin. Rules R277-316-6 \(February 7, 2020 January 10, 2025\)](#)
[Utah Code § 53E-6-604 \(2024\)](#)
[Utah Code § 53G-11-406\(1\) \(2019\)](#)

District Reports to State Board of Education—

The Superintendent or designee shall report the conviction, arrest or offense information received from licensed educators to the State Board of Education within forty-eight (48) hours of receipt of information from licensed educators. If possible, this report shall be made using the form provided by the State Superintendent on the State Board of Education website.

"Licensed educator" means an individual who holds a valid Utah educator license and has satisfied all requirements to be a licensed educator in the Utah public school system ~~(examples are teachers, school administrators, and school district specialists). A licensed educator may or may not be employed in a position that requires an educator license. Licensed educators include individuals who are student teaching, who are in alternative routes to licensing programs or positions and individuals who hold district-specific licenses.~~

[Utah Admin. Rules R277-217-4\(3\), \(4\) \(January 10, 2024\)](#)
[Utah Admin. Rules R277-316-2\(810\) \(February 7, 2020 January 10, 2025\)](#)
[Utah Code § 53G-11-406\(2\) \(2019\)](#)

Reporting Substantial Threats Against a School

Reporting of Substantial Threats Against a School—

A “substantial threat” is a threat made with serious intent to cause harm. Whenever any adult employee or volunteer of the District **either** (1) has reason to believe a substantial threat against a school, school employee, or student attending a school **or** (2) is aware of circumstances that would reasonably result in a substantial threat against a school, school employee, or student attending a school, the employee or volunteer shall immediately report the suspected substantial threat to ~~one of the following: the state security chief,~~ the local education agency that the threat would impact, ~~or the nearest peace officer or law enforcement agency,~~ and the state security chief.

If the District or any District representative receives a report of a substantial threat affecting a District student, employee, or school, the District shall immediately inform the appropriate local law enforcement agency and the state security chief. The District and District staff shall cooperate with the law enforcement agency’s investigation of the report of a substantial threat.

[Utah Code § 53-22-106\(1\), \(2\), \(3\) \(20242025\)](#)

[Utah Code § 76-5-404.1\(a\)\(iv\)\(S\) \(20242025\)](#)

Educator Induction, Mentoring, and Professional Learning

Educator Induction Program—

The District and each school shall develop and implement an educator induction program for educators who are: licensed as associate educators, licensed as professional educators and have less than 3 years of experience teaching, and licensed under District-specific licensure during the first 3 years of working in the District. The induction program shall provide for:

1. A plan for on-going support and development of an educator, which may include reflective goal setting, implementation of action steps, and evaluation of outcomes that lead to refinement in instructional practice.
2. Assistance in meeting the Utah Effective Educator Standards (Utah Admin. Rules R277-330).
3. Mentoring (including observation and feedback beginning early in the program).
4. Evaluation consistent with Policy DG, including observation and feedback from the principal.
5. For associate educators, support in meeting the requirements for a professional educator license.

[Utah Admin. Rules R277-308-3 \(April 9, 2024\)](#)

Mentoring for Provisional Educators—

The principal or immediate supervisor of a provisional educator shall assign a mentor for the provisional educator. Mentors serving educators in the District's educator induction program must have received or will receive training in mentoring educators. Where possible, the mentor shall be a career educator with at least three years of experience and performing substantially the same duties as the provisional educator. The mentor shall assist the provisional educator to become effective and competent in the teaching profession and school system, including the Utah Effective Educator Standards. A mentor may not act as the evaluator of an educator that the mentor is assigned to serve. An educator serving as a mentor may receive compensation for mentoring services in addition to the educator's regular salary.

[Utah Code § 53G-11-509 \(2024\)](#)

[Utah Code § 53G-11-520\(13\) \(2024\)](#)

Learning Opportunities for Professional Educators—

Each year, each District employee holding a professional educator license shall be provided professional learning opportunities which upon completion would enable the employee to complete the equivalent of 20 license renewal hours as

defined by Utah Administrative Rules R277-302-7, including trainings required by state law or State Board of Education rule. The District shall maintain documentation of these professional learning activities or shall provide the documentation to the employee. If an employee does not participate in these activities, the District shall notify the employee and the State Superintendent that the employee is not eligible to use the simplified license renewal provisions provided under Utah Administrative Rules R277-302-4(1)(a).

[Utah Admin. Rules R277-302-6 \(May 8, 2024\)](#)

Professional Learning Standards—

“Professional learning” means a comprehensive, sustained, and evidence-based approach to improving teachers’ and principals’ effectiveness in raising student achievement. “Evidence-based” means that a strategy (not including reading software) demonstrates a statistically significant effect, of at least a 0.40 effect size, on improving student outcomes based on either strong evidence from at least one well-designed and well-implemented experimental study (as further defined by the State Board of Education) or moderate evidence from at least one well-designed and well-implemented quasi-experimental study (as further defined by the State Board of Education). “Evidence-informed” means that a strategy is developed using high-quality research outside of a controlled setting in the given field (as further defined by the State Board of Education) and includes strategies and activities with a strong scientific basis for use (as further defined by the State Board of Education). Professional development plans shall implement high quality professional learning which meets the following standards:

1. It occurs within learning communities committed to continuous improvement, individual and collective responsibility, and goal alignment;
2. It requires skillful leaders who develop capacity, advocate for professional learning and create support systems for professional learning;
3. It requires prioritizing, monitoring, and coordinating resources for educator learning;
4. It uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;
5. It integrates theories, research, and models of human learning to achieve its intended outcomes;
6. It applies research on change and sustains support for implementation of professional learning for long-term change;
7. It aligns its outcomes with:
 - a. Performance standards for teachers and school administrators as described in rules of the State Board of Education and
 - b. Performance standards for students as described in the core standards for Utah public schools adopted by the State Board of Education;

8. It incorporates the use of technology in the design, implementation, and evaluation of high-quality professional learning practices and includes targeted professional learning on the use of technology devices to enhance the teaching and learning environment and the integration of technology in content delivery; and
9. It uses evidence-informed core materials and evidence-based instructional practices and intervention materials.

[Utah Code § 53G-11-303\(1\), \(2\) \(2023\)](#)

State-Funded Professional Development—

“Paid professional hours” means hours outside of an educator’s contracted hours which are “qualifying time.” “Qualifying time” includes the hours spend engaged in professional learning, including time engaged in the professional learning and time spent traveling for the professional learning. “Qualifying time” does not include time spent outside of the professional learning environment or between the professional learning activities or sessions once the professional learning has ended for the day.

[Utah Code § 53F-7-203\(1\) \(2024\)](#)

The District shall use the funding provided by the State Board of Education under Utah Code § 53F-7-203 to provide paid professional hours to the following educators: general education teachers, special education teachers, counselors, school administrators, school specialists, student support staff, school psychologists, speech language pathologists, and audiologists. The funds may only be used for ~~educator salary and benefits and may not be used to cover indirect costs~~ the costs authorized in Utah Code § 53F-7-203 and for the types of activities which are set forth below.

[Utah Code § 53F-7-203\(2\) \(2024\)](#)

[Utah Admin. Rules R277-629-3\(34\) \(November 7, 2023August 7, 2024\)](#)

The paid professional hours provided with this state funding shall provide educators with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging state academic standards and may include activities that:

1. improve and increase an educator’s:
 - a. knowledge of the academic subjects the educator teaches;
 - b. time to plan and prepare daily lessons based on student needs;
 - c. understanding of how students learn; and
 - d. ability to analyze student work and achievement from multiple sources, including ~~how~~ to adjust instructional strategies, assessments, and materials based on the analysis;

2. are an integral part of broad school-wide and District-wide educational improvement plans;
3. allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
4. advance educator understanding of:
 - a. effective and evidence-based instructional strategies; and
 - b. strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of educators;
5. are aligned with, and directly related to, academic goals of the school or District;
6. as determined between an educator and principal, use qualifying time for professional learning that follows a comprehensive evidence-based approach to improving an educator's effectiveness in raising student achievement including trainings, conferences, seminars, workshops, and coursework that is not related to requirements for a degree from an institution of higher education; and
7. include instruction in the use of data and assessments to inform and instruct classroom practice.

Paid professional hours may also include expenses an educator incurs for professional learning, including registration fees, travel related expenses at the allowable rates established by the Division of Finance under Utah Code § 63A-3-106 and Utah Code § 63A-3-107, required materials, and hourly pay for qualifying time equivalent to the educator's contracted hourly rate in the most recent school year.

[Utah Code § 53F-7-203\(4\) \(2024\)](#)

Each educator who desires to use paid professional hours funded by the State Board of Education shall:

1. On or before September 30, create a plan in consultation with the educator's principal on how the educator plans to use the paid professional hours; and
2. Before the end of a given fiscal year, provide a written statement to the educator's principal of how the educator used the paid professional hours.

If an educator begins employment after September 30, the educator may still qualify for paid professional hours. The paid professional hours may be prorated according to the portion of the school year that the educator is employed.

[Utah Code § 53F-7-203\(5\) \(2024\)](#)

[Utah Admin. Rules R277-629-3\(43\)\(c\) \(November 7, 2023 August 7, 2024\)](#)

Employee Surveys

Definition—

For purposes of this policy, “educator” means a general education classroom teacher, a preschool teacher, a special education teacher, a school-based administrator, or a school-based specialist.

[Utah Admin. Rules R277-325-2\(1\) \(June 24, 2021February 7, 2025\)](#)

Administration of Engagement Survey—

~~Beginning with the 2019-2020 school year and a~~ thereafter, all educators in the District shall be requested to complete the Utah State Board of Education Model Public Education Engagement Survey through an online provider approved by the State Board of Education or a provider approved by the District. If the District administers a school climate survey, ~~t~~the survey shall be administered in alternating years with the school climate survey. (See Policy GCG School Climate Surveys.)

[Utah Admin. Rules R277-325-4\(1\) \(June 24, 2021February 7, 2025\)](#)

If the District administers the survey through a provider other than one approved by the State Board of Education, the District shall provide the data from the surveys to the State Superintendent each year by June 30 in the manner required by the State Superintendent.

[Utah Admin. Rules R277-325-4\(3\) \(June 24, 2021February 7, 2025\)](#)

The survey shall be administered so as to allow each educator to remain anonymous and shall ask the educator to identify the educator’s school district. The survey may ask the educator to voluntarily identify the educator’s school and may ask the educator to provide basic nonidentifying demographic data as requested by the State Superintendent. The District may also include additional questions along with the required survey questions. The survey may not request the educator’s CACTUS ID number.

[Utah Admin. Rules R277-325-4\(4\), \(6\)\(a\) \(June 24, 2021February 7, 2025\)](#)

Administration of Exit Survey—

At the time of separation from employment, the District shall request all educators who leave employment with the District to complete the Utah State Board of Education Model Public Education Exit Survey through an online provider approved by the State Board of Education or through a provider approved by the District.

[Utah Admin. Rules R277-325-4\(2\) \(June 24, 2021February 7, 2025\)](#)

If the District administers the survey through a provider other than one approved by the State Board of Education, the District shall provide the data from

the surveys to the State Superintendent each year by June 30 in the manner required by the State Superintendent.

[Utah Admin. Rules R277-325-4\(3\)](#) (~~June 24, 2021~~February 7, 2025)

Confidentiality of Survey Information—

All District staff are prohibited from identifying survey participants or to attempting to identify survey participants. Survey results shall be provided only to the Superintendent and the Superintendent's designee or designees. Data from answers to any additional District questions added to the model surveys shall be disseminated only as directed by the Superintendent.

[Utah Admin. Rules R277-325-4\(5\), \(6\)\(a\)](#) (~~June 24, 2021~~February 7, 2025)

Access to Model Surveys—

The USBE model surveys can be obtained at the Utah State Board of Education offices and online at:

<https://schools.utah.gov/administrativerules/documentsincorporated>
[Utah Admin. Rules R277-325-3\(2\)](#) (~~June 24, 2021~~February 7, 2025)

Highly Needed Educator Salary Supplement

[Note that Utah Code § 53F-2-504(2) requires each LEA to create a policy for administration of the Highly Needed Educators program which identifies the high-need areas, determines the amount of the supplement, establishes the qualification process, and establishes an appeal process for a teacher who is determined not to qualify. The statute also requires that the LEA update the policy annually and provide notice to teachers. This model policy provides a framework for the required policy but will require completion by each district. The statute takes effect beginning on July 1, 2025.]

Definitions—

In this policy:

1. “High-needs area” means a teaching assignment that has been designated by the Board of Education as challenging for the District to fill or to retain educators in. The District’s high-needs areas for the current school year and the amount of supplement for each area are as listed in Exhibit A of this Policy.
2. “Qualifying assignment” means an assignment to a high-needs area or which is substantially equivalent to such an assignment.
3. “Eligible teacher” means a teacher who has a qualifying assignment, has satisfied the requirements of this Policy to demonstrate assignment to a high-needs area and a qualifying teaching background, and is either a new employee of the District or has not received any unsatisfactory ratings on the teacher’s three most recent evaluations.

[Utah Code § 53F-2-504\(1\) \(20242025\)](#)

Determining Eligibility for Salary Supplement—

To demonstrate eligibility for the salary supplement, the teacher shall submit documentation showing that the teacher:

1. Is assigned to one or more of the high-needs areas designated by the Board of Education for the school year or that the teacher’s assignment is substantially equivalent to a designated high-needs area;
2. Has a qualifying teaching background for the high-needs area, as shown by education transcripts or other documentation; and
3. Is either a new employee of the District or has not had any unsatisfactory ratings on the teacher’s three most recent evaluations.

[Utah Code § 53F-2-504\(1\)\(a\), \(2\)\(a\)\(iii\)\(B\) \(20242025\)](#)

The documentation must be submitted by _____. The Superintendent or designee shall review the documentation provided by the teacher seeking the salary supplement and determine if the requirements have been satisfied, including verifying the teacher's teaching background. The Superintendent or designee shall promptly inform the teacher of the determination. Once all timely requests have been evaluated, the Superintendent or designee shall certify a list of the teachers who are eligible for the salary supplement.

[Utah Code § 53F-2-504\(2\)\(a\)\(iv\), \(v\) \(20242025\)](#)

Appeal of Application Denial—

A teacher whose application for the salary supplement has been denied may appeal that determination to the Board of Education. The appeal shall be in writing and submitted within 30 days of the notice that the application has been denied. The appeal shall explain why the teacher asserts the denial was incorrect (including as applicable why the teacher's assignment is substantially equivalent to a high-needs area) and shall include any appropriate supporting documentation. The Board of Education shall evaluate the appeal in a closed meeting of the Board and determine if the denial was erroneous and notify the teacher and administration of the determination and the grounds for the determination.

[Utah Code § 53F-2-504\(2\)\(a\)\(iii\) \(20242025\)](#)

Nature of the Salary Supplement—

The salary supplement is considered part of the teacher's base pay, subject to the teacher's continuing qualification as an eligible teacher each year, semester, or quarter (as applicable). The amount of the supplement the teacher receives shall be the amount of the supplement established by the Board of Education plus the amount of any employer-paid benefits that the teacher would be entitled to for a corresponding increase in salary.

[Utah Code § 53F-2-504\(4\), \(5\) \(20242025\)](#)

Increase in Amount of the Salary Supplement—

The Board of Education may increase the amount of funds that are provided through the salary supplement if it first ensures the proper distribution to the District's teachers of funds the District receives under the program and also experiences a carry forward or leftover balance.

[Utah Code § 53F-2-504\(7\) \(2025\)](#)

January 2026 Personnel Items

Name	Position	Site	Employment Action	Begin/End Position Work Date	Certified	Notes	Budget Ramifications

Open Certified Positions

Position	Site	Review Old Employee	Notes

Open Classified Positions

Position	Site	Review Old Employee	Notes
PT Custodian	TSAC	Rose Ann Cayaditto	
Systems Administrator	TSAC	John Mealey	
FT Bus Driver	Transportation	Tyler Allen	
Floating & Roving ESP	HMK	Kyleigh Goodey	Formally Librarian/Media Aide/ Interviewing next week
Groundskeeper/Maintenance	District	Trae Downard	Interviewing next week
Community Coordinator	MLHMS	Jeremy Spaulding	