



Grand County School District

EACH STUDENT, EVERY DAY.

Grand County School District Board of Education

Regular Board Meeting - Apr 15 2026

Wednesday, April 15, 2026

3:30 PM

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

Also in attendance: Cari Caylor, Kyle Coleman, Sara Coleman, Blake Coleman, James Holyoak, Amanda Holyoak, Jill Tatton, Kaci Hamilton, Golda Pflugrad, Tish Casper, Sarah Dawson, Tracy Shanks, Jared Meador, Andie, Chris and Mesa Veniegas, Kailee Meador, Amy Meador, Sara Fraser, Emma Fraser, Angeles Lemus, Amber May, Hannah Fisher, Lelli May, Buffy Camps, Holly Harris, Melissa Roy, Mikalyn Steinbrueck, Trinity and Danielle Batt, Judy Sweeney, Joe Hartung, Lori Hartung, Andrew Hartung

Melissa Byrd called the meeting to order at 3:33 PM

Page

1. Approval of Agenda

Move to approve the agenda.

Moved by: Kathy Williams; seconded by: Dave Bierschied

Passed; 5-0

2. Board Recognitions

a. GCHS State Champion Girls Swim Team

Wendy Young led to Girls Swim Team as the 2A UHSAA State Champions once again for the 2025/26 season! Despite only having 8 members on their team, half of which were freshmen, the boys team made it to 4th place this year! This deserves an honorable mention!

On the girls swim team are:

Freshmen: Ava Bertoch, Ellie Cornelius, Liesel Hays, Evelyn Lewis and Tesni Maughan

Sophomore: Elisabeth Chase

Juniors: Maysie Hall, Kaci Hamilton, Joley Phillips and Quinn Potts

Seniors: Emma Fraser, Klara Harms, Mia Kimmerle and Paya Maughan
Wendy Young not present. Kaci Hamilton was the only member present.

b. GCHS Sterling Scholars

Arita Graham leads our Sterling Scholars. This year, we had many who were asked to participate. Below are their rankings.

Region Winners:

Business and Marketing - Angeles Lemus-Lemus - present

Computer Tech - James Holyoak - present

Regional Runners Up:

Overarching General Scholarship - Kimber McCandless

Dance - Kailee Meador - present

Music - Hunter Jones - not present

Forensics and Speech - Emma Fraser present

Science - Blake Coleman - not present

Grand County Representatives:

Skilled and Technical Education - Braxton Martinez - not present

Drama and Vocal Performance - Jakob Simons - not present

Visual Arts - Ari Jacobs - not present

Social Studies - Isabella Skidmore - not present

Mathematics - Hannah Fisher - present

English - Maya Jacobs - not present

Winner's and Runner's Up receive scholarships :

Runner's Up - \$1,200

Winner's - \$2,200

c. GCHS Debate Team

James Ritchey, along with Sara Fraser, lead the Debate Team. This year, the team has traveled to seven tournaments and has 3 seniors this year that will be graduating. On March 13th, Debate went to the the 2A State Tournament where Emma Fraser got 1st in Combined Interp and Braxton Martinez got 1st in Congress. The other members of the team have made a lot of progress throughout the year and are growing their skills.

Emma is present. Emma spoke about what the Combined Interpretation looks like at the state tournament. The speech has been practiced throughout the year. She has qualified for Nationals. She will be competing with University of Utah when she goes to college next year.

James is honored and thanked his fellow coaches for their work through the season: Arita

Graham and Sara Fraser.

A lot of freshmen this year that made it a lot of fun.

Annabelle Knurbin, Danika Brown, Elliot Trim, Kelvin Rawson were all present and introduced.

d. GCHS FCCLA

This year, Golda Pflugrad was recognized as the Advisor of the Year for our region. Ms. Pflugrad gives her all to everything she does, and her work as an FCCLA Advisor is no exception. She meets with her students weekly, leads an organized officer team, and has established a strong, supportive structure for her FCCLA chapter. She never limits her students' creativity, even when projects extend beyond her own areas of expertise.

Ms. Pflugrad is deeply committed to leadership development and mentoring. As a Star Events coach, she emphasizes community inclusion and student growth. While preparing students for competition, she intentionally sets them up for success and ensures they receive meaningful, constructive feedback by organizing panels of judges who provide students with valuable critiques to support improvement and confidence.

Kaci Hamilton is here to discuss her FCCLA experience and the opportunity to compete at National's in July.

Kaci is the Vice President this year. She took second at state. She is going to Washington, DC this summer to compete. She will be given a topic for 5 to 6 year olds.

Oakley Ricks - Teach or Train also won Gold. Her project was in banking and money.

Most of the group this year is not Seniors, so they will be able to return next year and show more growth which is an exciting prospect.

3. Discussion Items

a. Child Nutrition Program Report

Child Nutrition Director Sarah Dawson will provide the Board with a report on GCSD School Food Services.

[-CNP Presentation](#)

Comments about debt from Jenna about soliciting donations - it does not look good to solicit donations from the public. Sarah and Jeri are working on a letter to have approved by the Finance Committee to send out to families to start collecting money from students/families for lunch balances.

No other questions.

Praise from Lauralee about the work that is being done and the connections that are built between Sarah and the rest of the kitchen staff, the staff and the students, etc.

b. Comprehensive Support & Improvement Presentation

9

Principal Holly Harris will provide the Board information about the CSI plan and efforts at HMK Elementary.

[-HMK CSI Presentation](#) 

Holly discussed her presentation as it was presented. She explained CSI and which groups at HMK are identified under CSI.

Holly discussed growth indicators and that a student must be enrolled in a school for at least 160 days for their score to count toward the growth score.

Holly described the differences between Rise and Acadience. Acadience is a "check-engine" or formative tool while Rise is a summative tool.

WIDA is used for ELL - English Language Learners.

Holly then went over her plan to get the school and groups out of CSI.

c. Removal of Policy EFBA - Kindergarten Assessment 31

During the 2025 Legislative Session, USBA removed the policy EFBA - Grading: Testing Procedures and Standards--Kindergarten Assessment. The attached letter is from Patrick Tanner, from Burbidge VanKomen Tanner and Scruggs, LLC. Every year, these attorneys go through the new legislation that is passed and update USBA policy which is then sent to Richard Stowell and school districts. This letter outlines new policies, updates to policies and policies that are removed.

- [Letter from Patrick Tanner](#) 

4. Staff & Community Reports

a. School Reports 38

- [GPS](#)  - no questions for Jill
- [HMK](#)  - Advertising for the Literacy Night was consistent. The teachers and the kids really helped sell it. Matilda, was the theme for the older kids, The Dot was the younger kids, 1st grade had a different book. Great turn out.
- [MLHMS](#) - end of year data is not available yet. BOY and MOY has already been presented.
- [GCHS](#)  - How many graduates are we expecting? 122. Language Arts and Math would like to come and talk to the Board but have not been on the agenda, but would like to be put on the agenda. Only 3 students opted out of testing this year. Teachers and Admin added relevance to the test and scores for the students this year. This is the first year that we did the combined grades as a single testing day rather than a half school test day, twice (once per each lower classmen and once per higher classmen). Consider sports (and activities) for the day of (was done) as well as the day before.

b. Board Committee Reports

Clinical Safety - huge team and working through kinks

GREAT Coalition/Prevention - several meetings virtual/several in person - at least on paper. But many do not show up. Trying to figure out how to move forward with htat.

Policy Committee - first meeting, would like to schedule a regular meeting. Go over the list from Patrick Tanner

Finance - Talked about school lunch and collecting money at graduation.

Facilities - met with Melodie McCandless to discuss what the city is planning on doing with their building and went into talking about HMK.

Negotiations - those are filled with legislative updates

c. Business Administrator Report

Discussed the budget and CNP presentation.

Preparing a letter for high balance families.

NaShay and Jeri will go over and train finance secretaries on finding those balances for check out/unenrollment.

Been a busy month, a lot of training opportunities.

d. Superintendent Report

Busy time of year.

Numbers unpacked but not as much as we wanted. This is the final piece of putting the finishing touches on the budget.

Some items are not on the agenda tonight that we would normally have tonight due to the busy month, but we will have those soon.

We have brought on the new Student Services Director.

Heavy in interviews and hiring for positions for next year.

Looking at areas for improvement and professional development for the Board.

5. Break

Recess started at 5:06 pm.

Recess ended at 5:21 pm.

Move to go into Recess.

Moved by: Jenna Woodbury; seconded by: Lauralee Green

Passed; 5-0

6. Welcome & Recognition of Guests @ 5:15 pm

Pledge of Allegiance led by Trinity Batt.

Reading of the Mission Statement: Our mission is to put each student first every day. Read by Kathy Williams.

Jeri back at 5:42

7. Public Comments

No public comments.

8. Board Recognitions

a. Students of the Month

HMK

- Leena Hansen, Kindergarten - not present
- Axel Rodriguez, 1st Grade - not present
- Mesa Veniegas, 2nd Grade - present
- Andrew Hartung, 3rd Grade - present
- Tyler Delgado Diaz, 4th Grade - not present
- Trin Batt, 5th Grade - present
- Ellie Parkinson, 6th Grade - not present

MLHMS

- James Cloward, 7th Grade - not present
- Azura Richardson, 8th Grade - not present

GCHS

- Hannah Fisher, Senior - present
- Noel Patterson, Senior - not present

9. Student Body President Report

Hunter isn't present.

10. Consent Agenda

- a. Minutes 58

[Regular Board Meeting - Mar 18 2026 - Minutes - Html](#) 

- b. Personnel 68

[April 2026 - Classified](#) 

[April 2026 - Licensed](#) 

- c. Out of State Travel 70

[NSBA Annual Conference - School Board](#) 

Move to approve the Consent Agenda with the exception of Licensed Personnel List.

Moved by: Kathy Williams; seconded by: Lauralee Green

Passed; 5-0

Move to approve the Licensed Personnel List.

Moved by: Kathy Williams; seconded by: Dave Bierschied

Passed; 4-0 with Melissa Abstaining.

11. Possible Action Items

- a. GCSD Policy 71

The following policies can be found in Column 3 of the 2025 USBA and GCSD Model Policy Chart. They are non-negotiated policies that have substantive changes this year. These policies have been posted on the District website for public comment for over one month.

[USBA & GCSD Model Policy Chart](#) 

[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](#) 

*Note: GCSD Policy DFE has been removed from proposed list.

Move to approve GCSD Policies BAB, BBC, BBD, BEA, CAH, CB, CBG, CBK, CE, CEA, CJCA, CJDBA, DABA, DACA, DDC, DFA, DFC.

Moved by: Jenna Woodbury; seconded by: Lauralee Green

Passed; 5-0

12. Communications

Jenna is doing Reality Town on Friday.

Kathy said that the National Board Conference was really good. There were good breakouts and others weren't so great, just like every conference. Would like to talk about it more in depth at the retreat.

Dave said that all the schools SCCs are working on their budgets and those are moving forward. He went to a breakout about electric busses that was very interesting. Went to a session that he wishes that Holly would have been at.

Kathy added that there was a lot of information on incorporating AI into board member work.

13. Advanced Planning

[Advanced Planning](#)

Discussion of Board Meeting Schedule for April, May, and June.

Schedule April 29th - Regular Meeting

May 13th - SBOs to come.

Move May 20th to May 27th - Regular Meeting mtg start time at 3:30.

Move June 17th to June 24th -Regular Meeting

Move to Recess.

Moved by: Dave Bierschied; seconded by: Lauralee Green

Passed; 5-0

Recess started at 6:05 pm.

Recess ended at 6:17 pm.

14. Executive Session

Personnel

Motion to go into Executive Session.

Moved by: Kathy Williams; seconded by: Lauralee Green

Passed; 5-0

Executive Session started at 6:19 pm.

Motion to come out of Executive Session.

Moved by: Jenna Woodbury; seconded by: Kathy Williams

Passed; 5-0

Executive Session started at 6:19 pm.

Executive Session ended at 6:43 pm.

15. Action Items as Per Executive Session

None.

16. Adjournment

Move to adjourn the meeting.

Moved by: Kathy Williams; seconded by: Dave Bierschied

Meeting adjourned at 6:43 pm.

HMK OUR ROAD TO EXCELLENCE

Comprehensive Needs Assessment & Root Cause Analysis

Facing our CSI
Designation with Data
and Courage



April 15, 2026

Diagnostic BLUEPRINT

**Connecting to
Implementation**
Investigate root causes
and design long-term
strategies.



Determining Priorities
Isolate themes with the
greatest systemic impact.



Planning

Define purpose, guiding questions,
and engage stakeholders.

**START
HERE**

Administration
HOLLY



Collecting & Organizing Data

Gather required qualitative
and quantitative metrics.

Administration
HOLLY



Interpreting Information

Crystallize themes and articulate
findings without blame.



YOU ARE
HERE

HOW IS CSI DETERMINED?



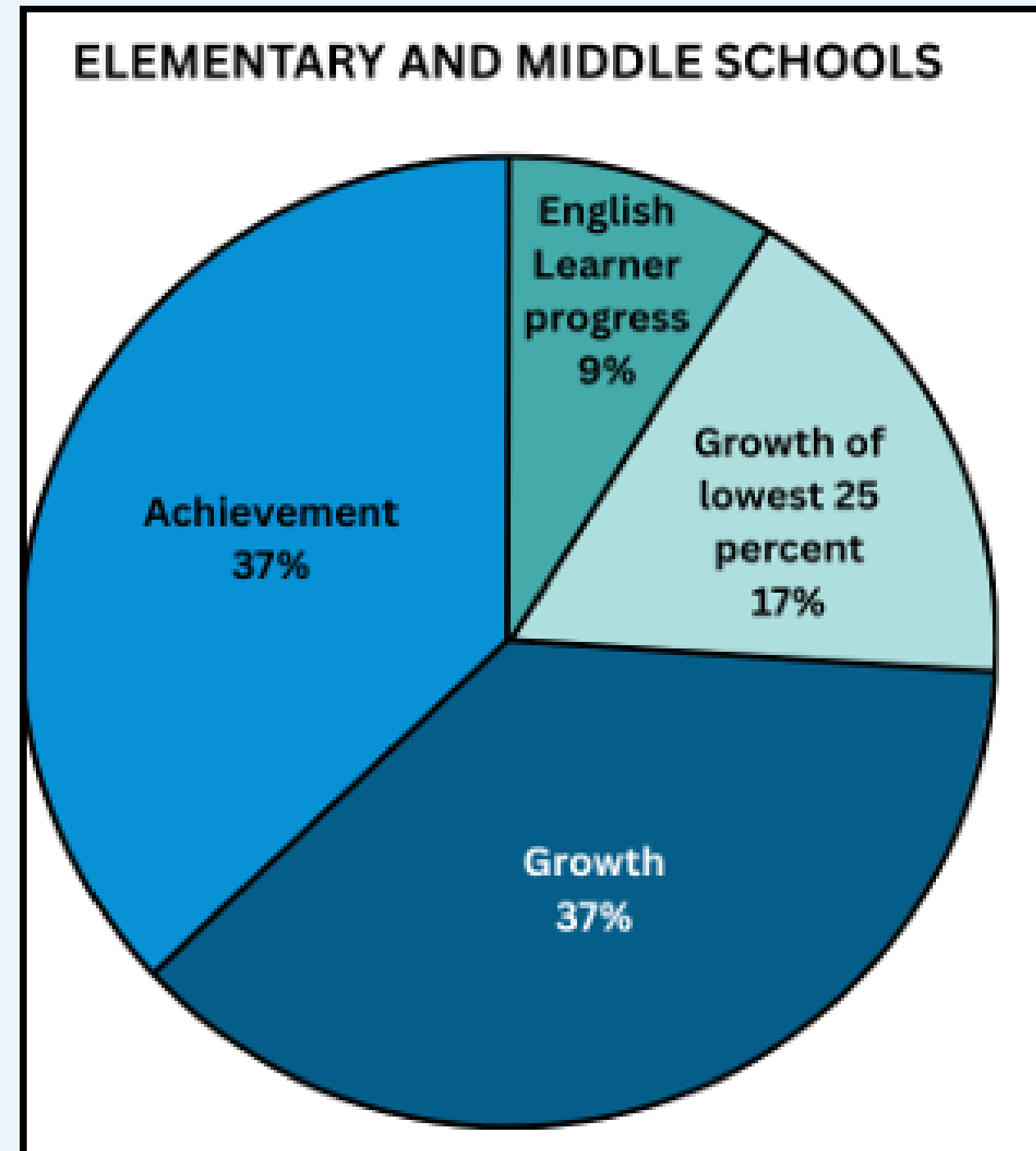
Federal code requires each local education agency (LEA) to take specific actions for schools designated for federal school improvement under the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA) in each of the following categories:

- Targeted Support and Improvement (TSI)
- Additional Targeted Support and Improvement (ATSI)
- Comprehensive Support and Improvement (CSI)
 - ~~For Low Graduation Rate~~
 - For **Low Performance**
 - For **Low Performing Student Groups**:
 - English Language Learner [ELL]
 - Hispanic
 - Students with Disabilities [SWD]
 - For schools in need of More Rigorous Intervention in one or more of the CSI categories

ESI ACCOUNTABILITY INDICATORS

Each **indicator** (4) of **school performance** is **assigned points** and a **weight** according to state policy (Utah Code 53E-5-2).

These points are summed to determine an overall score. This total score is intended to represent a school's performance across the spectrum of accountability measures, summarizing its overall performance. This section describes each indicator used in Utah's accountability system, along with the method for calculating each indicator.



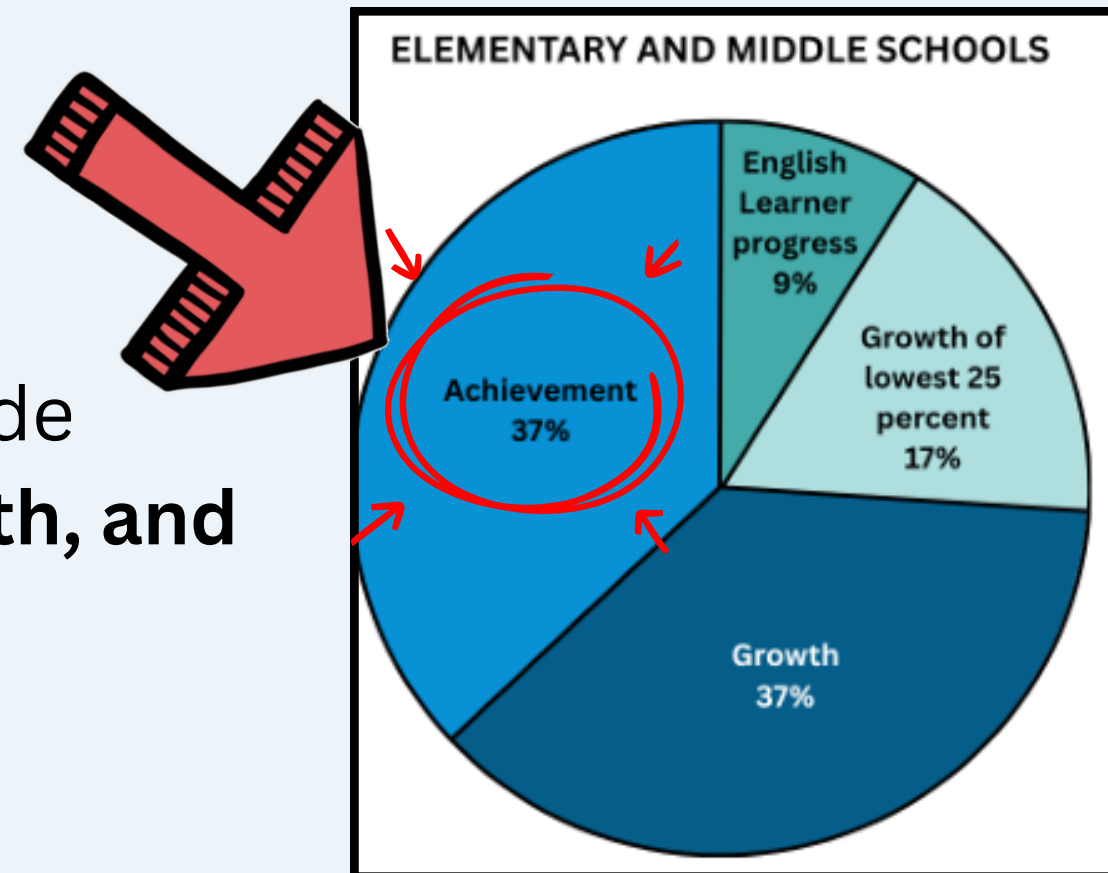
ESI ACCOUNTABILITY INDICATORS

Academic Achievement Indicator

Utah measures school success based on statewide assessments in **English Language Arts (ELA)**, **Math**, and **Science** for grades 3–10.

Key Scoring Details

- **Total Points: 56** points maximum.
- **Weighting:** Accounts for **37% of the score for elementary/middle schools** and 25% for high schools.
- **Calculation:** Points are awarded based on the percentage of students scoring "**proficient**" (Level 3 or 4). Each subject is worth roughly 18.67 points.



The following formula is used to calculate the achievement points for schools and LEAs:

$$\text{Achievement Points} = \left(\frac{\text{Number of proficient scores}}{\text{Total number of scores}} \right) \times 56$$

ESI ACCOUNTABILITY INDICATORS

Academic Achievement Indicator

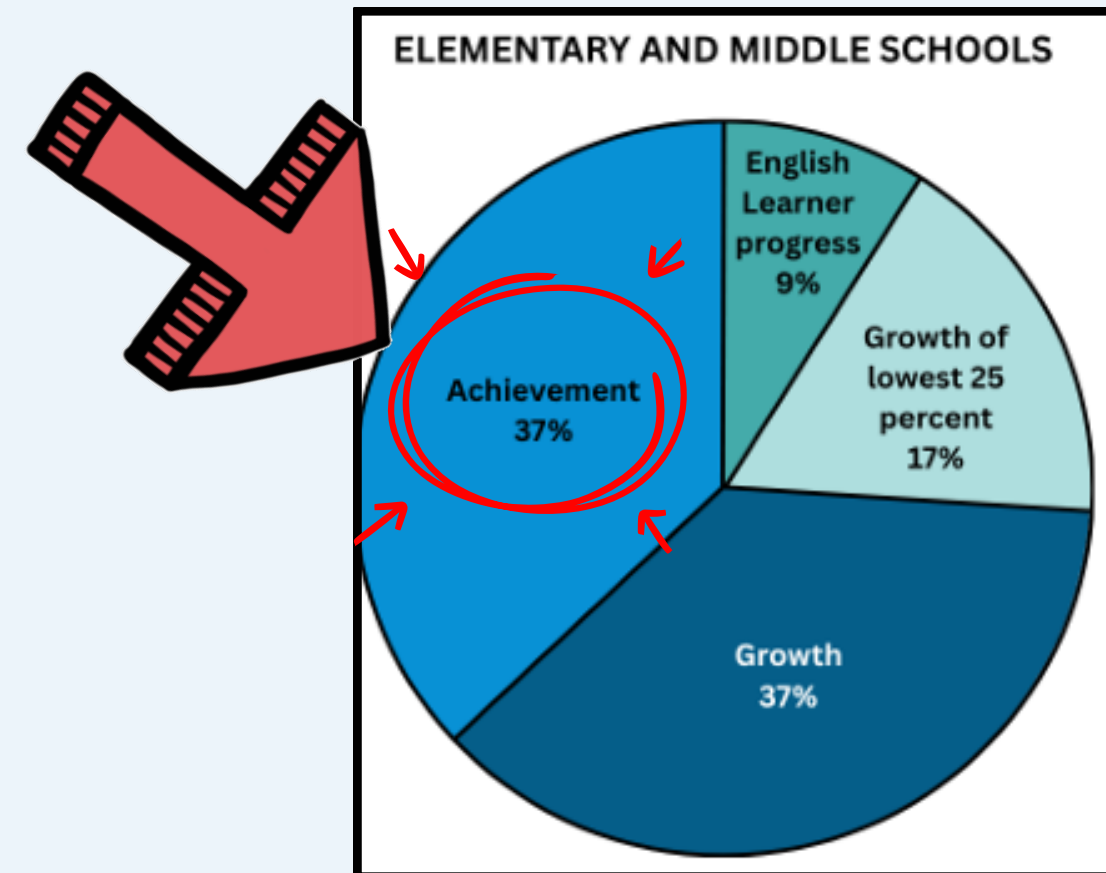
Student Eligibility

To count toward the score, a student must:

1. **Take the test** in the **current year**.
2. **Receive a proficiency score**.
3. Be **enrolled** at the school for **at least 160 days**.

Important Rules

- **Special Populations:** Students with significant cognitive disabilities take the *Dynamic Learning Maps (DLM)* assessment.
- **Small Groups:** A subject must have at least 10 students tested to be included. If a subject has fewer than 10, its points are redistributed to the other subjects. If all subjects have fewer than 10 students, the Achievement category is excluded from the school's total possible points.



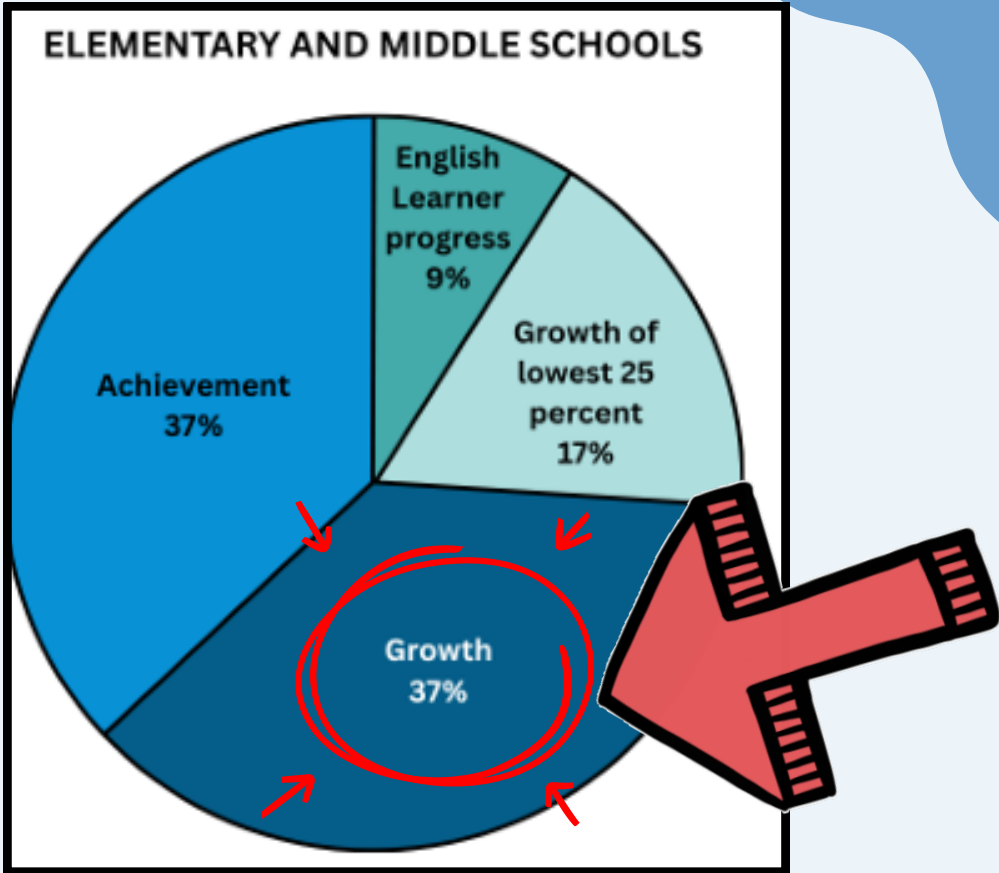
The following formula is used to calculate the achievement points for schools and LEAs:

$$\text{Achievement Points} = \left(\frac{\text{Number of proficient scores}}{\text{Total number of scores}} \right) \times 56$$

ESI ACCOUNTABILITY INDICATORS

Academic Growth Indicator

The Growth indicator measures how much a student's performance **improves over time** compared to their *"academic peers"* (students with similar past scores), regardless of whether they are **currently "proficient."**



Key Scoring Details

- **Total Points: 56** points maximum.
- **Weighting:** Accounts for **37% of the score for elementary**/middle schools and 25% for high schools.
- **Method:** Uses **Student Growth Percentiles (SGP)** on a scale of 1–99. Points are weighted based on how high the student's percentile is:

$$\text{Growth Points} = \left(\frac{\text{Summed weights for all students and subjects}}{\text{Total number of scores}} \right) \times 56$$

Table 3: Point weight index for Growth based on SGP

Student Growth Percentile	Point Weight
≥80	1
60-79	.75
40-59	.5
20-39	.25
0-19	0

ESI ACCOUNTABILITY INDICATORS

Academic Growth Indicator

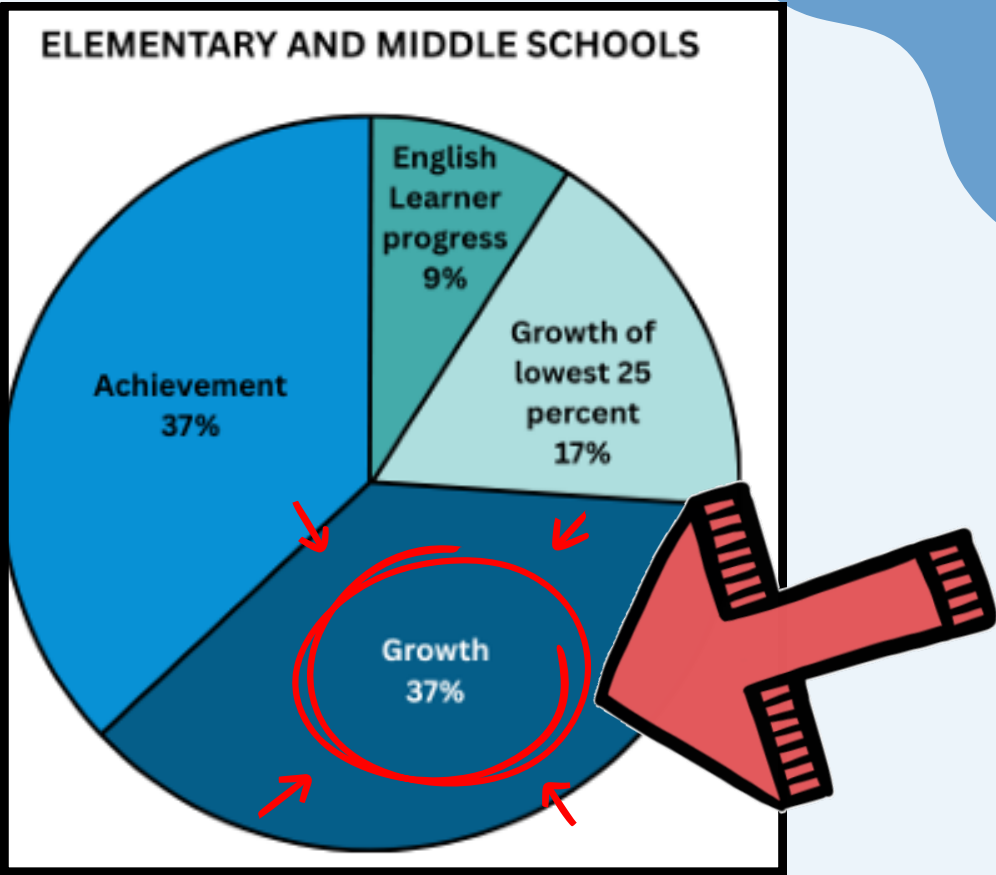
Student Eligibility:

To be included, a student must:

- Have a **valid test score and SGP** from the **current year**.
- Have an **SGP from the prior year** (even if at a different school).
- Be **enrolled** at the school for **at least 160 days**.
- *Note: Growth is not calculated for students taking the DLM (alternate) assessment.*

Important Rules:

- **Subject Split:** Points are divided equally between ELA, Math, and Science (18.67 points each).
- **Small Groups:** Subjects with fewer than 10 students are excluded, and their points are redistributed to other subjects. If no subject has 10 students, the entire Growth category is removed from the school's total possible points.



$$\text{Growth Points} = \left(\frac{\text{Summed weights for all students and subjects}}{\text{Total number of scores}} \right) \times 56$$

Table 3: Point weight index for Growth based on SGP

Student Growth Percentile	Point Weight
≥80	1
60-79	.75
40-59	.5
20-39	.25
0-19	0

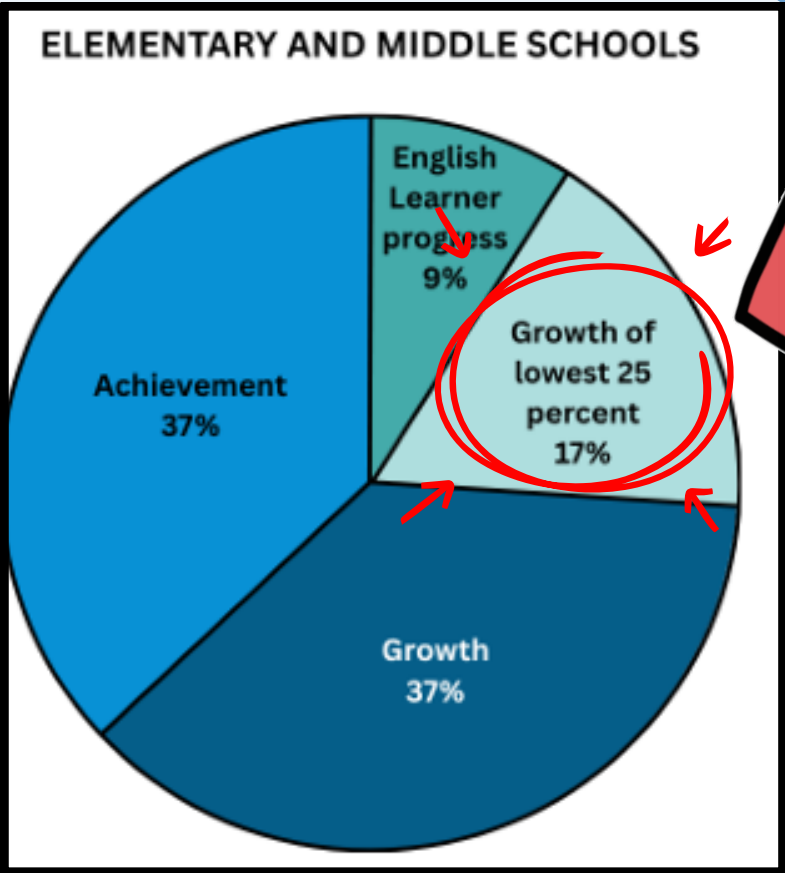
ESI ACCOUNTABILITY INDICATORS

Growth of the Lowest 25% (LQ)

This indicator focuses on **equity** by tracking the *progress of a school's lowest-performing students* (the Lowest Quartile, or LQ) based on *their previous year's scores*.

Key Scoring Details

- **Total Points: 25** points maximum.
- **Calculation:** Unlike general growth, this combines all subjects (ELA, Math, and Science) into one pool.
- **The Goal:** Points are based on the percentage of LQ students who achieve an **SGP of 40 or higher** (*the "sufficient growth" threshold*).



$$\text{Growth of the Lowest Quartile Points} = \left(\frac{\text{LQ students with SGP of } \geq 40}{\text{All students in the LQ group}} \right) \times 25$$

[<< Previous Section \(53E-5-204\)](#)[Download Options PDF | RTF | XML](#)[Next Section \(53E-5-206\) >>](#)

[Index Utah Code](#)
[Title 53E Public Education System -- State Administration](#)
[Chapter 5 Accountability](#)
[Part 2 School Accountability System](#)
[Section 205 Indicators for elementary and middle schools. \(Effective 5/14/2019\)](#)

UTAH STATE CODE

Effective 5/14/2019
53E-5-205. Indicators for elementary and middle schools.
For an elementary school or a middle school, the state board shall assign the school's overall rating, in accordance with Section 53E-5-207, based on the school's performance on the following indicators:

- (1) academic achievement as measured by performance on a statewide assessment of English language arts, mathematics, and science;
- (2) academic growth as measured by progress from year to year on a statewide assessment of English language arts, mathematics, and science; and
- (3) equitable educational opportunity as measured by:
 - (a) academic growth of the lowest performing 25% of students as measured by progress of the lowest performing 25% of students on a statewide assessment of English language arts, mathematics, and science; and
 - (b) except as provided in Section 53E-5-209, English learner progress as measured by performance on an English learner assessment established by the state board.

ESI ACCOUNTABILITY INDICATORS

Growth of the Lowest 25% (LQ)

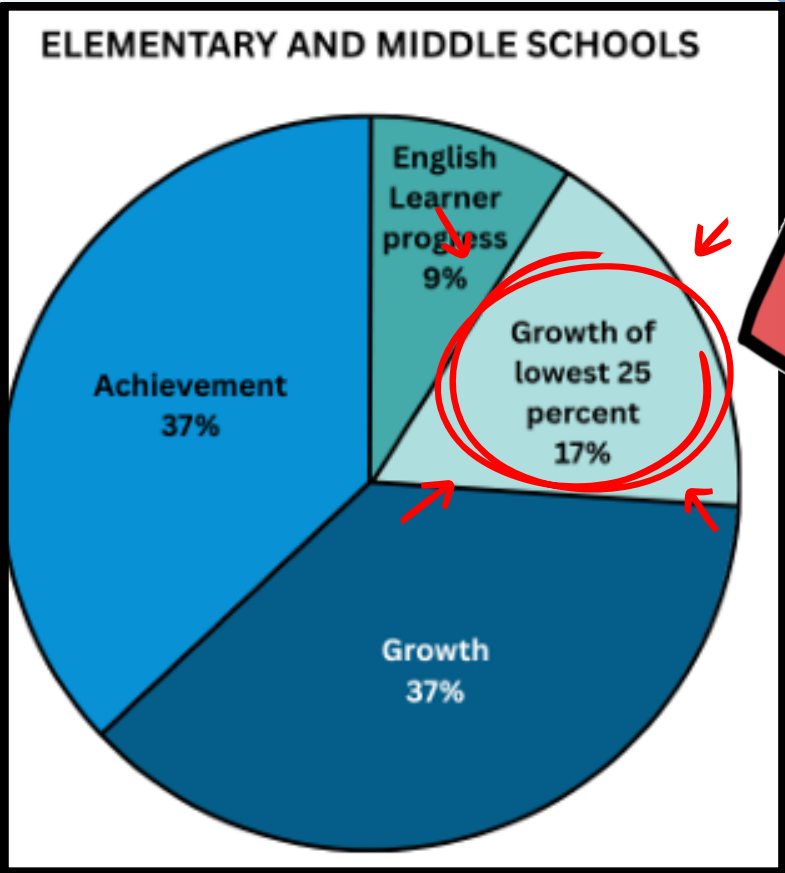
Student Eligibility:

To be part of the LQ group, a student must:

- Rank in the bottom 25% of the school based on **prior year scores**.
- Have **valid test scores and SGPs** for **both** the **current and prior** years.
- Be **enrolled** at the school for **at least 160 days**.

Important Rules:

- **Minimum Group Size:** S There must be at least 10 students in the LQ group to calculate this indicator.
- **Exclusion:** If a school has fewer than 10 LQ students, the 25 points are removed from the school's total possible accountability score rather than redistributed.



$$\text{Growth of the Lowest Quartile Points} = \left(\frac{\text{LQ students with SGP of } \geq 40}{\text{All students in the LQ group}} \right) \times 25$$

[<< Previous Section \(53E-5-204\)](#)[Download Options PDF | RTF | XML](#)[Next Section \(53E-5-206\) >>](#)

[Index Utah Code](#)
[Title 53E Public Education System -- State Administration](#)
[Chapter 5 Accountability](#)
[Part 2 School Accountability System](#)
[Section 205 Indicators for elementary and middle schools. \(Effective 5/14/2019\)](#)

UTAH STATE CODE

Effective 5/14/2019
53E-5-205. Indicators for elementary and middle schools.
For an elementary school or a middle school, the state board shall assign the school's overall rating, in accordance with Section 53E-5-207, based on the school's performance on the following indicators:

- (1) academic achievement as measured by performance on a statewide assessment of English language arts, mathematics, and science;
- (2) academic growth as measured by progress from year to year on a statewide assessment of English language arts, mathematics, and science; and
- (3) equitable educational opportunity as measured by:
 - (a) academic growth of the lowest performing 25% of students as measured by progress of the lowest performing 25% of students on a statewide assessment of English language arts, mathematics, and science; and
 - (b) except as provided in Section 53E-5-209, English learner progress as measured by performance on an English learner assessment established by the state board.

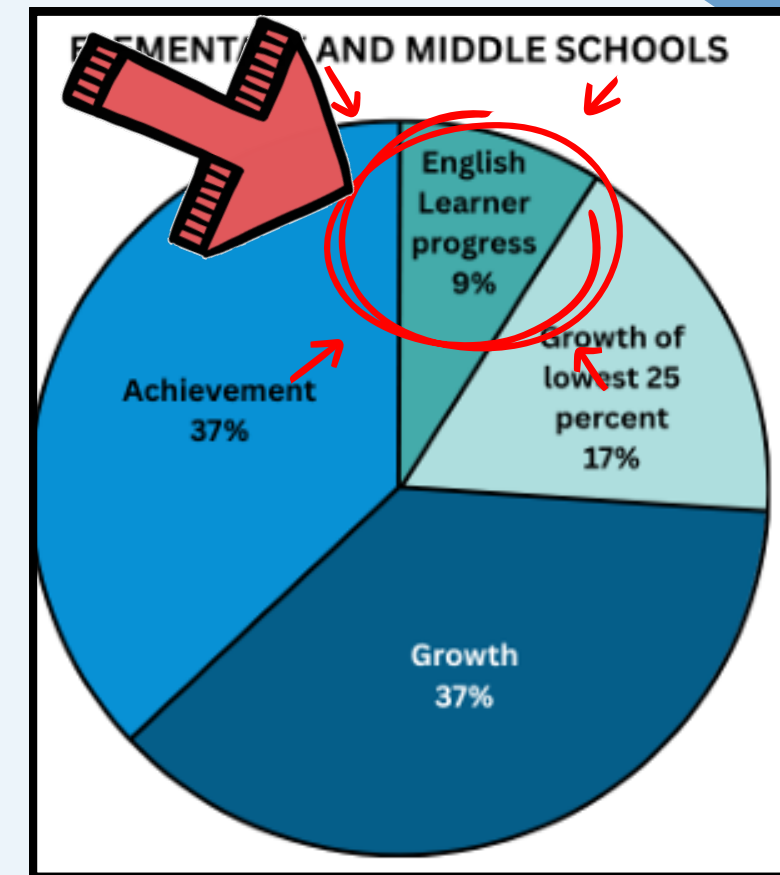
ESI ACCOUNTABILITY INDICATORS

English Learner Progress (ELP)

The ELP indicator measures how well **English Learners (EL)** are developing **academic language skills** and moving toward **full English proficiency**.

Key Scoring Details

- **Total Points: 13** points maximum.
- **Definition of Proficiency:** An **Overall Composite score of 4.2+** AND a **Speaking score of 3.5+** on the **WIDA ACCESS** test.
- **Calculation:** Points are based on the percentage of EL students who either:
 - Meet their annual **"Adequate Progress Target"** (based on the growth tables).
 - Reach **full English Proficiency** (after their baseline year).



$$\text{Points} = \left(\frac{\text{Number of ELs making adequate progress} + \text{ELs reaching proficiency}^*}{\text{Total number of current EL students} - \text{first-year ELs}^{**}} \right) \times 13$$

**Note: ELs reaching proficiency are defined as students who reach proficiency but are not in their baseline (first) year.*

***Note: First Year ELs are defined as students who have taken WIDA ACCESS once in their current EL identification. The initial WIDA ACCESS score is used to establish a baseline. EL students in their first year of identification are excluded from the adequate progress calculation as they lack a prior-year score.*

ESI ACCOUNTABILITY INDICATORS

English Learner Progress (ELP)

The Three Growth Variables:

Target growth amounts are customized for each student based on:

- 1. **Initial Grade Level:** Spans are divided into K-3, 4-7, and 8-12 (targets get tougher as grades increase).
- 2. **Initial Proficiency Level:** The starting score (Y-axis on tables).
- 3. **Time in Program:** How many years they have been in Utah schools (X-axis on tables)

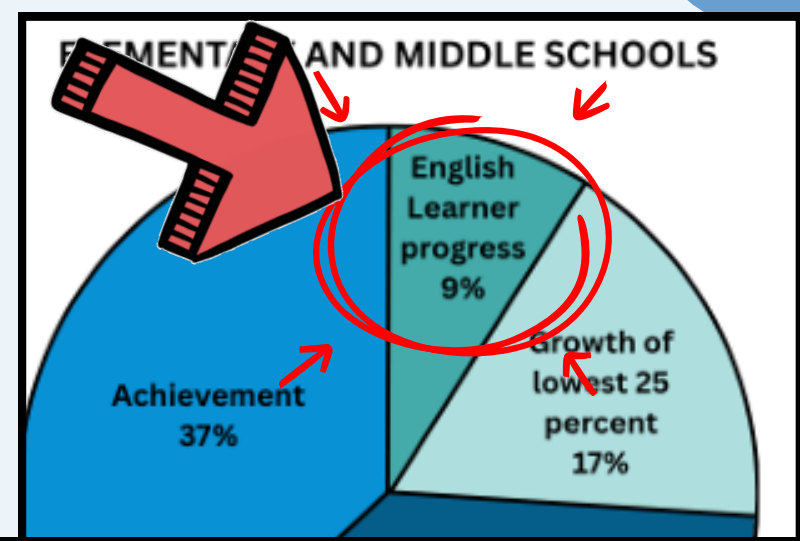


Table 4: Initial Grade K-3 EL Adequate Progress Targets

Baseline Score	1 year in program	2 years in program	3 years in program	4 years in program	5 years in program	6 years in program
1.0 - 1.7	+ 1.0	+ 1.0	+ 0.9	+ 0.8	+ 0.7	+ 0.6
1.8 - 2.5	+ 0.8	+ 0.7	+ 0.7	+ 0.6	+ 0.5	+ 0.4
2.6 - 3.3	+ 0.7	+ 0.5	+ 0.5	+ 0.4	+ 0.4	+ 0.3
3.4 - 4.1	+ 0.5	+ 0.3	+ 0.3	+ 0.2	+ 0.2	+ 0.1

Table 5: Initial Grade 4-7 EL Adequate Progress Targets

Baseline Score	1 year in program	2 years in program	3 years in program	4 years in program	5 years in program	6 years in program
1.0 - 1.7	+ 1.0	+ 1.0	+ 0.9	+ 0.8	+ 0.7	+ 0.6
1.8 - 2.5	+ 0.8	+ 0.7	+ 0.7	+ 0.6	+ 0.6	+ 0.5
2.6 - 3.3	+ 0.6	+ 0.5	+ 0.5	+ 0.4	+ 0.3	+ 0.3
3.4 - 4.1	+ 0.4	+ 0.3	+ 0.3	+ 0.2	+ 0.2	+ 0.1

ESI ACCOUNTABILITY INDICATORS

English Learner Progress (ELP)

Student Eligibility:

- **Minimum Group Size:** A school *needs at least 10 EL students with scores from both the current and prior year. If not met, these 13 points are removed from the school's total possible score.*
- **Baseline Year:** A student's first year of testing is "Year 0" to set a baseline; they are not included in the progress calculation until their second year.
- **Former ELs:** Once a student becomes **proficient**, they are *monitored for 4 years*. They are included in other school indicators (like Math or Science) to show the EL group's long-term success, *but only current ELs count toward this specific ELP indicator.*

Quick Rule:

A student never changes their **assigned row (starting level)** or **table (starting grade span)** once they are identified; **they simply move across the years on the chart until they hit the proficiency target.**

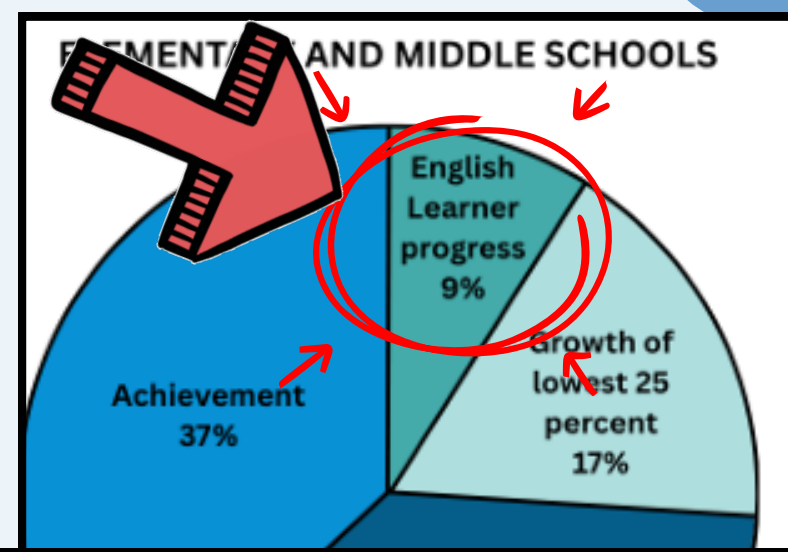


Table 4: Initial Grade K-3 EL Adequate Progress Targets

Baseline Score	1 year in program	2 years in program	3 years in program	4 years in program	5 years in program	6 years in program
1.0 - 1.7	+ 1.0	+ 1.0	+ 0.9	+ 0.8	+ 0.7	+ 0.6
1.8 - 2.5	+ 0.8	+ 0.7	+ 0.7	+ 0.6	+ 0.5	+ 0.4
2.6 - 3.3	+ 0.7	+ 0.5	+ 0.5	+ 0.4	+ 0.4	+ 0.3
3.4 - 4.1	+ 0.5	+ 0.3	+ 0.3	+ 0.2	+ 0.2	+ 0.1

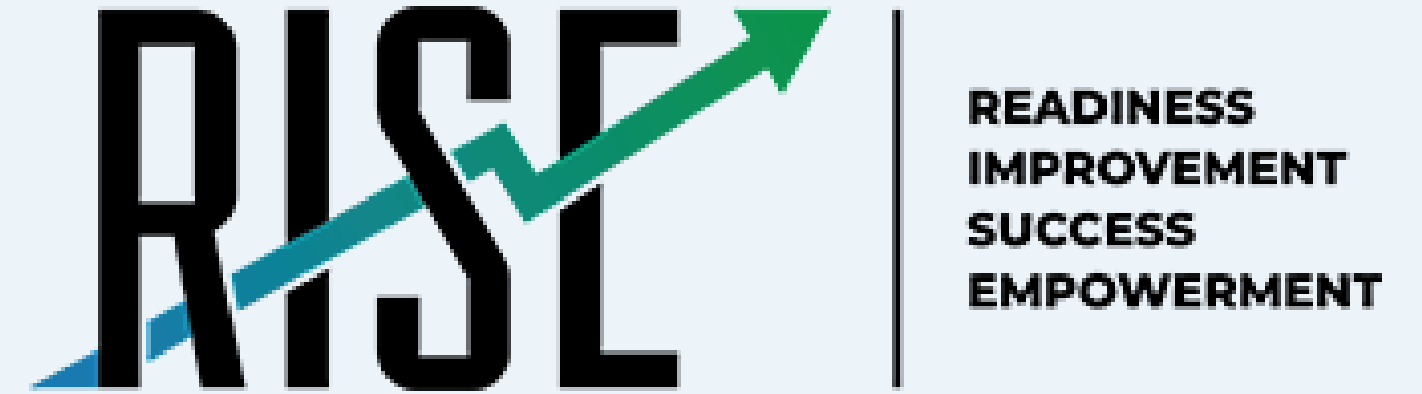
Table 5: Initial Grade 4-7 EL Adequate Progress Targets

Baseline Score	1 year in program	2 years in program	3 years in program	4 years in program	5 years in program	6 years in program
1.0 - 1.7	+ 1.0	+ 1.0	+ 0.9	+ 0.8	+ 0.7	+ 0.6
1.8 - 2.5	+ 0.8	+ 0.7	+ 0.7	+ 0.6	+ 0.6	+ 0.5
2.6 - 3.3	+ 0.6	+ 0.5	+ 0.5	+ 0.4	+ 0.3	+ 0.3
3.4 - 4.1	+ 0.4	+ 0.3	+ 0.3	+ 0.2	+ 0.2	+ 0.1

UNDERSTANDING THE DATA MEASURES

RISE vs. Acadience ~ While both are state-mandated assessments, they serve fundamentally different purposes:

- **Acadience** is a "check-engine light" designed to catch early struggles in real-time, whereas **RISE** is a "final inspection" that measures overall mastery of grade-level standards.
- **Acadience** is a **formative tool**, it is essentially a "screener" tool. It measures "foundational skills"—like how fast a child can identify sounds or solve basic mental math—to predict if they will be successful later. It's designed to be a quick pulse-check.
 - It also gives us formative data that helps us to make instructional decisions and intervene early on.
- **RISE** is a **summative tool**. It evaluates "higher-order thinking." Instead of checking if a student can read, it asks how well they understand the text, can argue a point in writing, or solve multi-step geometry problems.



VS.



UNDERSTANDING THE DATA MEASURES

The Role in Accountability

- **RISE** scores are the direct source for a school's Achievement and Growth points (the 56-point indicators).
- **Acadience** is used for the Early Literacy portion of the school report card. While it doesn't always "count" for accountability points in the same way **RISE** does, it is used to determine if a student is "**Reading on Grade Level**" (**ROGL**), which is a major predictor of how they will eventually perform on the 3rd-grade RISE ELA test.



DATA MEASURES

The **WIDA ACCESS** (Assessing Comprehension and Communication in English State-to-State) is a suite of English language proficiency tests. In Utah, it is used to monitor the progress of students identified as English Learners (ELs) and to determine when they no longer need specialized language support.

How WIDA ACCESS is Used

1. Measuring Progress (**Growth**)

Unlike the **RISE** assessment, which measures knowledge of subjects like Math or Science, **WIDA ACCESS** specifically measures **academic language development**. It tracks how well a student can use English to participate in a classroom setting across four domains:

- **Listening:** Understanding spoken instructions and academic discussions.
- **Reading:** Comprehending grade-level texts and diagrams.
- **Speaking:** Expressing ideas and engaging in academic discourse.
- **Writing:** Producing written responses, from simple sentences to complex essays.

2. Reclassification (Exiting EL Status)

WIDA ACCESS is the "exit exam" for English language services. In Utah, a student is considered proficient and ready to exit specialized services when they reach the following scores:

- Overall Composite Score: **4.2 or higher**
- Speaking Domain Score: **3.5 or higher**

Once a student hits these marks, they enter a four-year monitoring period where their academic performance is tracked to ensure they are successful without direct EL support.



DATA MEASURES



How WIDA ACCESS is Used ... (continued)

3. School Accountability

As noted in your previous documents, WIDA results directly impact a school's public grade. The English Learner Progress (ELP) indicator (**worth 13 points**) is based on:

- The **percentage** of students making "adequate progress" toward proficiency.
- The **percentage** of students who **successfully reach the proficiency threshold**.

Overall Composite Score: **4.2 or higher**
Speaking Domain Score: **3.5 or higher**

Key Logistics

- Who takes it? All K–12 students identified as English Learners.
- When? Once a year, typically during a testing window between January and March. (We take it in **February**)
- Format: Primarily online and computer-adaptive (adjusting difficulty based on student performance), though a paper-based version is available for Kindergarten and students with specific needs.
- Alternate Version: Students with significant cognitive disabilities take the WIDA Alternate ACCESS, which uses different tasks and scoring rubrics tailored to their needs.

DATA MEASURES

In the context of **Comprehensive Support and Improvement (CSI)** identification, **RISE**, **Acadience**, and **WIDA ACCESS** function as a multi-lens diagnostic tool to pinpoint struggling schools.

RISE acts as the **primary evaluator** of **academic standing**, determining if a school's general population is meeting state standards in core subjects.

WIDA ACCESS adds a **layer of equity** by measuring **how effectively the school supports its English Learner population** in accessing that same curriculum.

Finally, while **Acadience** focuses on early intervention, it serves as a **critical leading indicator**; a school's inability to move students toward proficiency in early literacy often **predicts the low achievement and growth scores** on **RISE** that ultimately trigger a CSI designation. Together, these assessments allow the state to identify schools where systemic gaps—whether in general instruction, language support, or foundational literacy—require intensive, federally mandated intervention.



RISE Assessment

Measures Achievement, Growth, Growth of LQ, & Student Populations (ELL, Hispanic, SWD)



Acadience

Helps us make instructional decisions as a leading indicator and **predicts** both Achievement & Growth.



WIDA Access

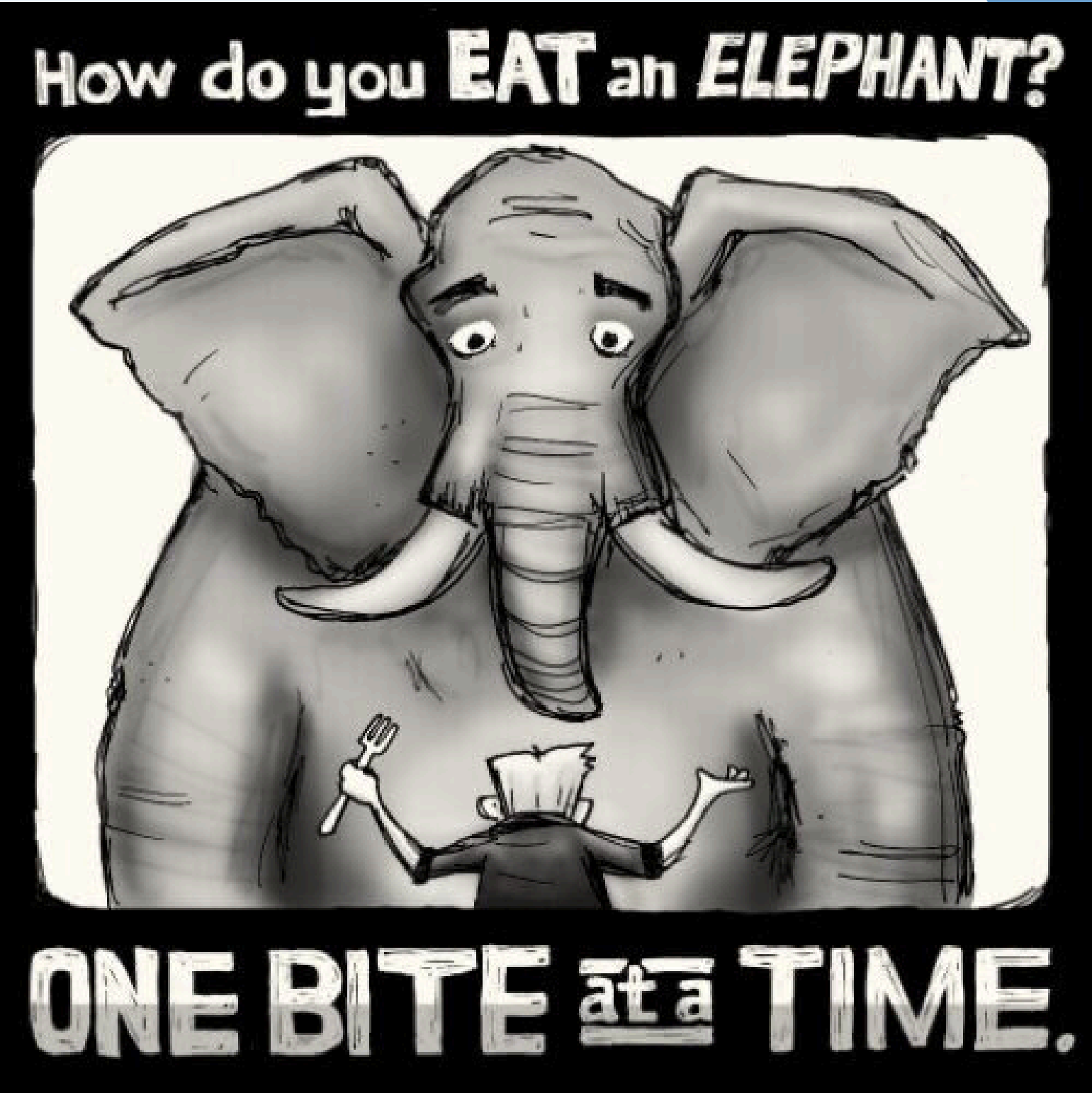
Adds a layer of **equity** by measuring how effectively the school supports its EL Learner population in accessing curriculum and instruction.



OUR NEXT STEPS



PHASE I: RAPID CNA – EXPLORING "WHAT IS"



PHASE I: RAPID CNA – EXPLORING "WHAT IS"



- Review your data packets across the
 - Six Principles:
 - Effective Leadership [GPS/PLC]
 - **Effective Teachers/Instruction**
 - Effective Organization of Time [April 17th]
 - Effective Curriculum [April 17th]
 - Conditions, Climate, and Culture [HRS-Level 1]
 - Family and Community Engagement [HRS-Level 1 & Title I, II, & III]

DETERMINING NEXT STEPS TOWARDS OUR DESINATION

Explore Principle 3 & 4 (Next Friday)

While our initial work focused heavily on Principle 1 (Leadership) and Principle 2 (High-Quality Instruction), a complete Comprehensive Needs Assessment (CNA) requires us to evaluate the remaining pillars of a healthy school system.

Next Friday, April 17th

Complete RCA: Stop, Start, Continue & R.A.S.C.I Model (Next Friday)

It is not enough to know that our scores are low in a certain area, we must understand why. RCA is the process of drilling down past the symptoms to find the fundamental reason for a performance gap.

Next Friday, April 17th

Purge & Purify our Pedagogy & Philosophy

This is our core philosophical work. Based on our Step 1 and 2 analysis, we must align what we believe with how we teach.

- Purge: We will eliminate outdated pedagogical beliefs that contradict our values of growth and equity (e.g., purging the belief that "some students just aren't math people" or that "language acquisition is only the EL specialist's job").

Purify: We will clarify and codify our school-wide instructional non-negotiables. This means solidifying a core philosophy of "Tier 1 Rigor for All," "Evidence-Based Foundational Literacy," and "Linguistic Equity" that is visible in every classroom, every day.

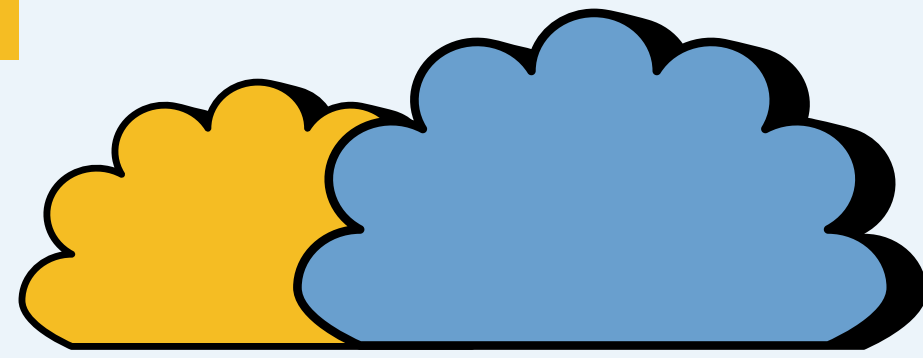
Begin ~ Friday, May 1st & PLCs

Synthesize our Results into Solutions

This is the culmination of our entire school improvement cycle. We will synthesize our current CNA scores (RISE, WIDA, Acadience, and Lowest 25%) with our findings from ALL Six Principles to create a single, unified, multi-year strategic plan.

This synthesis transforms data from a backward-looking report into a precise, forward-looking solution set. It ensures that every action we take is an evidence-based, data-driven response to the needs identified in our assessment, leveraging all six of our improvement pillars.

Friday, May 8th (Mini-Staff Meeting)



June 3, 2025

Richard Stowell
Executive Director
Utah School Boards Association
860 East 9085 South
Sandy, Utah 84094

Via courier

RE: 2025 Model Policy Update documents and files

Dear Richard:

I am enclosing the materials for this year's model policy update. I have revised and updated policies in response to bills passed during the 2025 legislative session and revisions to regulations made by the State Board of Education since last year's policy update. I have created eleven new policies (DAHA, DKF, DMBA, ECL, EFE, EHC, FDACG, FDD, FDEB, FGF, and GM). I have also deleted one policy (EFBA). This deleted policy should be removed from the master set.

Apart from new policies, I have made substantive revisions to 63 existing policies. I have updated citation references or made very minor changes to 90 existing policies. In response to S.B. 66, which changed statutory references to "classified" employees to refer instead to "education support professional," I have revised or deleted language in a further 11 policies. The various changes required updating the table of contents for sections D, E, F, and G.

To assist subscribing school districts in the process of adopting or revising their policies, the following pages list new policies, those policies with substantive revisions, those where the changes related only to "classified" employee terminology, and those where the revisions were limited to citation updates or minor terminology changes. I am enclosing paper copies of the revised policies, along with a thumb drive which contains electronic copies of revised sections (redline and clean versions) and an updated complete policy set. Note that in those instances where a new policy was created, the "redline" version does not show added or deleted text. Please let me know of any problems with the files.

I appreciate having had the opportunity to assist USBA in providing updated model policies. Please let me know of anything further that I may do to improve the quality of this

service that USBA provides to its member school districts.

Very truly yours,

**BURBIDGE VAN KOMEN TANNER & SCRUGGS,
LLC**

A handwritten signature in black ink, appearing to read "Patrick L. Tanner". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Patrick L. Tanner

Enclosures

USBA 2025 Model Policy Revision List of Policy Changes

New Policies

DAHA Drug Testing of Other Employees
DKF Military Leave
DMBA Employee Work Information Privacy
ECL Curriculum: Firearm Safety
EFE Grading: Packet Credit
EHC Graduation: Focused Graduation Pathway
FDACG Health Requirements and Services: Mental Health Care
FDD School Meal Payments
FDEB Prohibited Food Additives
FGF Student Rights and Responsibilities: Student Privacy and Modesty
GM Flags on School Property

Deleted Policies

EFBA Kindergarten Programs and Assessment

Policies With Substantive Changes

BAB Board Fiscal Responsibilities
BBC Board Members: Vacancies on the Board
BBD Board Members: Conflicts of Interest
BEA Board Meetings: Notice Requirements
CAH Program Accounting
CB Procurement
CBG Procurement: Contracts and Contract Limitations
CBK Procurement: Child Nutrition Program Procurement
CE School Safety
CEA School Safety: Video and Audio Surveillance
CED Contracts for Armed School Security Guard Services
CJCA Transportation: Equipment: Buses
CJDBA Transportation: Operations—Unauthorized Persons on Buses
DACA Employment: Personal Reporting of Arrests and Convictions
DAI Staff Code of Conduct
DABA Employment: Paraprofessional Qualifications
DDC Reporting Substantial Threats Against a School
DFA Educator Induction, Mentoring, and Professional Learning
DFC Employee Surveys
DFE Highly Needed Educator Salary Supplement
DHCD Credit for Prior Teaching
ECBB Curriculum: Elective Instruction—Driver Education

ECC Curriculum: Early Learning Plan
ECF Curriculum: Religious Neutrality
ECH Curriculum: Sex Education
ECJ Curriculum: Ethnic Studies
EDC Special Programs: Education of Youth in Care
EEB Instructional Resources: Internet Policy
EEE Instructional Resources: Evaluation and Selection of Instructional Material
EEEB Instructional Resources: Evaluation and Selection of Supplemental Material
EFB Grading: Testing Procedures and Standards
EFBB Grading: Testing Procedures and Standards—Exclusion from Testing
EFD Grading: Course Grade Replacement
EHA Graduation: Graduation Requirements
FABA Participation in Sex-Designated Athletic Activities, Programs, and Events
FBA Admissions and Attendance: Eligibility and Admissions Requirements
FBAB Admissions and Attendance Military Children
FBAC Admissions and Attendance Kindergarten
FBB Admissions and Attendance: Compulsory Education
FDAB Health Requirements and Services Immunizations
FDACA Medical Treatment Directives
FDACB Health Requirements and Services: Student Treatment for Diabetes
FDACC Health Requirements and Services Students with Potentially Life Threatening Allergies
FDACD Health Requirements and Services Student Asthma Emergency
FDACE Health Requirements and Services: Medical Recommendations by School Personnel to Parents
FDH Student Toilet Training
FEA Education and Family Privacy
FED Student Data Protection
FGAB Student Conduct Policy: Electronic Devices
FGAD Student Rights and Responsibilities Bullying, Cyber-bullying, Hazing, and Abusive Conduct
FH Student Discipline
FHA Safe Schools
FHAf Safe Schools Emergency Safety Interventions
FHC Notification Received from Juvenile Courts
FI Student Fees, Fines, and Charges
FK School Uniforms
GA Public Information Program Public Records
GAA Government Data Privacy
GBA Board of Education Hotline
GCA Conduct on School Premises
GCD Political Party Use of School Meeting Facilities
GCG School Climate Surveys
GE School Community Councils
GJ Child Sexual Abuse and Human Trafficking Prevention Education

Policies Changing “Certified” Employee Terminology:

BDAB President of the Board: Duties
BLA Administrative Personnel: Duties of Principals
CGA School Plant: Hazardous Materials
DBB Contracts: Education Support Professionals
DBD Limitations on Extra Duty Assignments
DGA Education Support Professional Evaluation
DHA Orderly School Termination for Employees
DHB Reduction in Force
DHC Redress of Grievances
DKBA District Employee and Student Relations
DKC Family Medical Leave

Policies With Non-substantive Changes

BAA Board Legal Status: Powers and Duties
BBA Board Members: Eligibility and Qualifications
BBB Board Members: Elections and Redistricting
BDA Board Internal Organization: Other Officers
BE Board Meetings
BEB Board Meetings Recordings and Minutes
BEC Board Meetings: Closed Meetings
BEE2 Board Meetings: Electronic Meetings Electronic Meetings Authorized
BFA School Closures and Boundary Changes
BJB Superintendent: Qualifications and Responsibilities
BKB Business Administrator: Qualifications and Responsibilities
BU District Annual Reports
CAB Revenue and Budgeting: Local Revenue
CAD Revenue and Budgeting: District Audit Committee
CAF Financial Reporting
CAG District Fiscal Responsibilities
CBA General Procurement Policies
CBB Procurement: Awarding Contracts by Bidding
CBD Procurement: Awarding Contracts by Request for Proposals
CBDA Procurement: Request for Statement of Qualifications
CBDB Procurement: Approved Vendor List Process
CBDC Procurement: Procurement of Professional Services
CBE Procurement: Small Purchases
CBF Procurement: Exceptions to Standard Procurement Processes
CBH Procurement: Interaction with Other Procurement Units
CBJ Procurement: Contractor Oversight
CBJA Procurement: Education Contractor Oversight

CCB Procurement of Construction: Construction Bonds and Security
CCC Procurement of Construction: Limitation on Change Orders
CCE Procurement of Construction: Construction Management Methods
CCF Procurement of Construction: Procurement of Design Professional Services
CCG Procurement of Construction: Construction and School-Site Acquisition Requirements
CDA Procurement Appeals and Oversight: Procurement Protests and Debarment Proceedings
CEB District Emergency Response Plan
CEC Contracts for School Resource Officer Services
CJ Transportation
CJAA Transportation: Planning and Funding: Funding
CJAC Transportation: Planning and Funding: Route Planning
CK Cash Receipts and Expenditures
DAA Employment Objectives: Nondiscrimination
DAB Employment: Licensure
DABB Employment: Student Support Scope of Practice
DAC Employment: Background Checks
DAJ Accommodations for Employee Religious Belief or Conscience
DBG Reemployment of Retirees
DCA Administration Relations
DDA Reporting of Child Abuse
DDB Reporting of Student Prohibited Acts
DDAA Child Sexual Abuse and Human Trafficking Prevention Education
DEAB Procurement of Workers Compensation Insurance
DG Certified Employee Evaluation
DHD Employment Relations: Employee Associations and Wage Deductions
DKAB Hiring Preference of Veterans and Veterans' Spouses
DKB Sexual Harassment
DKE Postpartum and Parental Leave
DLB Grievances Regarding Abusive Conduct
DMA Employee Acceptable Use of Electronic Devices
DMB Employee Acceptable Use of District Electronic Devices
DMC Use of District Email for Political Purposes
EBA Term of Instruction: School Year
EBB Term of Instruction: School Day
ECE Curriculum: College Course Work
ECG Curriculum: American Heritage
EDB Special Programs: Dropout Prevention and Recovery
EEEA Instructional Resources: Evaluation and Selection of Library Material
EEEC Instructional Resources: Evaluation and Selection of Other Learning Material
EFC Grading: Participation of Home School, Scholarship, and Private School Students in Statewide Assessments
EGA Guidance: Individual Learning Plan/Plan for College and Career Readiness
EHE Graduation: Adult Education Graduation
FA Equal Educational Opportunities
FAB Transgender Students

FABB Use of Sex-Designated Facilities
FAD Student Notifications
FBBA Dual Enrollment
FBBB Participation in Online Education
FDAC Health Requirements and Services Medical Treatment
FDAD Health Requirements and Services Communicable Diseases
FDAF Concussion and Head Injury
FDF Positive Behaviors Plan
FF Student Activities
FFD Student Activities: Non-enrolled District Students' Participation in Extracurricular Activities
FGAD Student Rights and Responsibilities Bullying, Cyber-bullying, Hazing, and Abusive Conduct
FGD Student Rights and Responsibilities Interrogations and Searches
FHAB Safe Schools Sexual Harassment
FHAЕ Safe Schools Disruptive Student Behavior
FHAG Safe Schools Tobacco and Electronic Cigarettes
GB Public Complaints
GD Parent Access to District Instructional Material
GDA Parent Access to Student Library Information
GF Fundraising and Donations
GFA Fundraising and Donations Private and Non-School-Sponsored Activities and Fundraising
GK Educational Authority of Separated Parents



April 2026 Board Report

Grand Preschool and Director of Special Education

Highlights

- Working with CTE, school counselors, SpEd teachers, and Admin to improve our students' Post-Transition plans for the upcoming school year.
- Halfway through the preschool transition-to-kindergarten meetings. (required as part of special education)
- Transition from 6th-grade to 7th-grade is happening on May 1st.
- The stakeholder survey went out to parents. Data will be given to teachers during summative evaluations.

Challenges

- Working on several “monitors” or audits for Special Education. The fabulous special education teachers have been helpful in providing me with the necessary files to submit to the state. Audits are still in the process.
- Working on the Office of Indian Education grant. The challenge was getting names changed to the correct people in the district, as documents have been continually sent to prior employees. All fixed now.

Successes

- Met with all district Special Education Directors in St. George the week of March 25th. Several presenters, Leah Voorhies, Joan (our district lawyer), and several USBE Special Education staff members.
- RISE, UA+, ACT testing is happening or about to happen. We're monitoring, testing, and resolving some rostering issues with excellent support from each campus.
- Meet with BA each Monday to discuss budgets, Grants, and all things Special Education to keep programs running.

Academic Performance & Data

95% Attendance

Enrollement & Attendance

- Current enrollment: 56 students
- Attendance rate: 95%
- Goal attendance rate: 95%
- Efforts to reach the goal:
 - Engage students and families through Child Find and Early Intervention programs
 - Identify and support students in need of special services
 - Address barriers to attendance early on
 - Foster an inclusive and supportive educational environment
- Outcome: Enhance student success and well-being by bridging the attendance gap

Operational & Safety Updates

Personnel

**Safety Drills are
taught by lessons, not
in physical drills at
GPS**

**Parent/Guardian/Stakeholder
survey went out. Teachers
will be given results at
summative evaluation.**

Grand Preschool Staff:

- 1 Administrative Assistant
- 1 Special Education Teacher (oversees GPS and Headstart)
- 2 Classroom Teachers
- 3 ESP
- 2 SLPs (Speech and Language Pathologists who support students)
- 1 OT (Occupational Therapist, contracted)

Special Education District Staff:

- 1 Preschool Teacher
- 4 HMK Teachers (3 mild/mod 1 complex needs)
- 1 MLHMS Teacher
- 3 GCHS Teachers (2 mild/mod, 1 complex needs)
- 2 SLPs (Speech and Language Pathologists)
- 1 OT (Occupational Therapist, Contracted)
- 1 Psychologist, Contracted
- 1 Administrative Assistant

HRS/PLC Progress & School Improvement (SIP)

Goal Tracking

- **HRS 1.7 Indicator**
 - **Action Plan in place for Post Secondary student outcomes to meet state requirements. Regular State meetings via Zoom and in person**
- **ESPs will begin the process of becoming Highly Qualified as a result of the Title I Visit**
- **Students are achieving measurable goals in vocabulary, speech, and language skills with SIP as a guiding factor**
- **Data discussed at bi-weekly PLC meetings**

Action Steps

- **Work with HR and District to complete the plan for ESPs to become Highly Qualified in entire district**
- **Progress Monitor students in PELI to ensure that EOY goals are met by May through discussions of data**
- **Working on Monitor Follow-up for Title Programs, Special Education Monitoring on files, and students who are the 1%, the most intellectually disabled in our district.**
- **Implement Parent Survey for GPS performance outcomes in near future as part of SIP**

Upcoming Events

- April 15th & 16th -ACT and UA+ at High School.
- April 27th - May 8th PELI and PEEP testing at GPS.
- May 11th and 12th - Unified State Track Meet at Canyon School District.
- May 14th - Preschool Graduation 9:30 on the front lawn at Grand Preschool.

**Any
Questions?**

tattonj@grandschools.org
Office 435-259-3847
Cell 435-260-8334

HMK Board Report

BOY for SY25-26



Holly Harris - Principal
harrish@grandschools.org

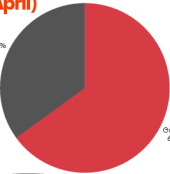
Libby Bailey - Assistant Principal
baileyl@grandschools.org

HMK GOALS for SY 2025-2026

1 Academic Goal

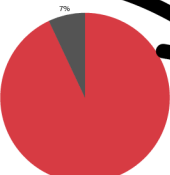
(**No data to report until April)

The School Wide Goal this year is that **65%** of students will make typical, above typical or well above typical growth in both ELA & Math from BOY to EOY



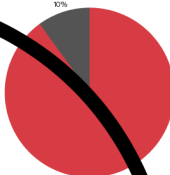
2 Attendance Goal

Our school-wide attendance goal is to achieve a **93%** attendance rate for all students by the end of the school year.



3 Parent Engagement

Our school's goal & expectation is to meet with **90%** of parents or guardians for Parent-Teacher Conferences (PTC) each session.



Monthly Attendance

Grade	%
Aug.	93%
Sept.	94%
Oct.	92%
Nov.	91%
Dec.	90%
Jan.	91%
Feb.	90%
Mar.	92%
TOTAL AVG	92%

MONTHLY GOAL 93%

Enrollment

Metric	Value		
Total Enrollment 2025-26	Current Enrollment = 687 October 10th, 2025 = 685		
2025-26 Grade-Level Enrollment	GRADE	Oct.	Mar.
	Kinder	82	82
	1st	81	81
	2nd	88	90
	3rd	96	97
	4th	118	117
	5th	107	107
	6th	113	107

Parent Engagement: Winter PTC

- I am absolutely thrilled to report that we have officially surpassed our ambitious parent engagement goal for the Winter Parent-Teacher Conferences held this March.
- Results and Impact:**
 - After setting a high bar of 90% attendance, I am proud to announce that HMK **achieved a 90.5%** attendance rate. This represents a significant milestone in our school's commitment to family-school partnerships and academic transparency.
- Key Success Factors:**
 - This achievement is a direct result of a strategic, two-fold approach:
 - Teacher Diligence:** Our educators demonstrated incredible commitment by moving toward a streamlined, accessible scheduling process. They made a sincere and persistent effort to personally reach out to every family, ensuring that scheduling conflicts were resolved and that every parent felt welcomed and valued.
 - Parent Involvement:** These results speak volumes about the dedication of our HMK parents. Their willingness to prioritize these conversations demonstrates a deep investment in our students' social-emotional and academic growth.
- Looking Forward:**
 - As we continue our work with the GPS Leadership Team on common reporting and standardized feedback, this high level of engagement provides a strong foundation. When 90.5% of our families are actively participating in the dial success, our entire school community thrives.



HMK Board Report BOY for SY25-26



HMK Highlights for Winter & to Kickoff Spring

Winter/Spring Highlights

As we return from Spring Break and enter the final stretch of the academic year, I am pleased to share the remarkable success of our recent community engagement initiatives. The weeks leading up to the break served as a powerful testament to the vibrant culture and dedicated partnership at HMK

A Masterpiece in Collaboration: The Spring Arts Showcase

Our "Where the Wild Things Are" Spring Arts Showcase for K-3 was a definitive success, transforming our school into a gallery of student imagination. The event was bolstered by two key faculty contributors:

- Ms. Sena curated breathtaking artwork and stage props that provided a professional-grade visual backdrop for our students.
- Ms. Stiles demonstrated immense dedication through her scriptwriting and organization, ensuring the performance ran seamlessly.

The showcase did more than just display talent; it fostered a sense of belonging and pride among students and their families. We had approximately 300 people in attendance for this one event.

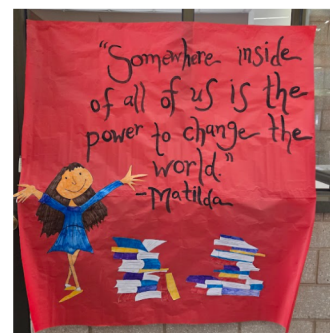


Cultivating a Love for Literacy: Family Literacy Night

One of the most significant highlights of our year was the Family Literacy Night. Centered around the theme of Matilda, the evening saw staff members, including myself & Ms. Libby, teachers, and even a few of our board members—engaging in character-driven storytelling to make the world of books come alive.

The impact was measurable and immediate:

- **Attendance:** We welcomed approximately 500 attendees, filling our halls with families dedicated to the shared goal of reading.
- **Engagement:** We are currently collecting community feedback via survey to ensure we build on this momentum for the next academic cycle.
- MORE INFO on PAGE 4-5



Looking Ahead: The Drive for 93%

While we celebrate these successes, our focus now shifts toward maintaining academic rigor and consistency during the "testing season." Our primary objective for the remainder of the year is a school-wide attendance goal of 93%.

- **Strategic Note:** We are communicating to our families that "Attendance Matters" not just for compliance, but as the essential foundation for our students to finish their cumulative projects and year-end assessments with confidence.

The energy at HMK is high, and with the continued support of the Board, we are poised to finish this year as our strongest one yet



HMK Board Report BOY for SY25-26



Challenges & Struggles



HMK's CSI Classification: HMK's "Road to Excellence" Update

- Following our recent focus on community engagement, I am proud to share an update on our formal Comprehensive Support and Improvement (CSI) journey. Friday, April 10th our staff moved beyond viewing this designation as a compliance task, choosing instead to face it with "Data and Courage" to drive systemic improvement.

Progress Thus Far: Facing Our Current Reality

Our primary focus today was Task #1: The "Pulse" Check, a collaborative session designed to build a trusting climate and honest communication among staff. We established clear norms to focus on systems, not individuals, and worked through three critical reflections:

- The "Pulse" Check: Identifying moments where staff felt truly supported, reinforcing our internal culture.
- The "Friction" Point: Surfacing recurring hurdles that disrupt the flow of the school day to target future operational improvements.
- The "Heart" of the Matter: Solidifying the unique traditions and shared values that make us proud to be part of HMK.

We utilized the Collaborative Learning Cycle to ensure we are making decisions based on facts rather than opinions. By "Interpreting Information" collectively, we are working to crystallize themes and identify "Primary Needs" without assigning blame.

Understanding the CSI Framework

Our team also engaged in a deep dive into how our performance is measured under Utah State Code (53E-5-2). We reviewed the four key indicators that determine our score:

- Academic Achievement:** Points awarded based on student proficiency in ELA, Math, and Science (max 56 points).
- Academic Growth:** Measuring student improvement compared to "academic peers" using Student Growth Percentiles (max 56 points).
- Growth of the Lowest 25% (LQ):** A critical equity indicator focusing on the progress of our lowest-performing students across all subjects (max 25 points).
- English Learner Progress:** (Details ongoing in our analysis)

Our Framework for Success: The Six Principles of School Effectiveness

To ensure our Comprehensive Needs Assessment (CNA) is not just a paperwork exercise, we are filtering our findings through six core principles. This framework allows us to evaluate the entire school system, ensuring that when we solve a problem, we are addressing the root rather than just a symptom.

Why These Principles Matter Now

By using these pillars, we avoid "initiative fatigue." Instead of adding more to our plates, we are using these principles to Purge and Purify:

- Purge:** We are identifying and removing outdated practices or beliefs that do not align with these six pillars.
- Purify:** We are refining our existing strengths—like our community engagement—to be even more effective.

This structured approach ensures that our report to the State is not just a list of scores, but a robust Blueprint for Excellence that reflects the hard work happening in our classrooms every

Next Steps: The Blueprint for Implementation

We have identified our current position on the implementation blueprint as "Interpreting Information". Our immediate next steps include:

- Root Cause Analysis (RCA):** Moving past "visible symptoms" to investigate the underlying fundamental reasons for performance gaps.
- Defining "Growth" as a Value:** Aligning our teaching styles and foundational beliefs with our specific data results.
- Action Mandates:** Codifying early literacy interventions (The Acadience Action) and mandating standards-based rigor (The RISE Action).

We are committed to this "Road to Excellence" and will continue to update the Board as we synthesize our results into actionable solutions



HMK Board Report BOY for SY25-26



Students of the Month



Leena Hansen



Mesa Veniegas



**Tyler
Delgado Diaz**



**Trinity
Batt**



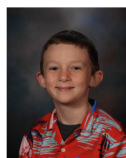
**Ellie
Parkinson**



Axel Rodriguez



Andrew Hartung



• Field Trips & Enrichment Opportunities:

- Our 5th Graders traveled to Fiery Furnace on field trips
- Our 2nd Graders had a great time going up to Balanced Rock on field trips.
- Our 1st graders hosted the Ogden Nature Center for outdoor activities and science fun!
- In March we celebrated all of our students in each grade for their growth in Quarter 3 in each of the following categories:
 - Resiliency
 - Citizenship
 - Growth ELA
 - Growth Math
 - Excellence ELA
 - Excellence Math
 - Joyful Learner
 - Spirit
 - Art
 - Music
 - Wellness
 - PE
 - Attendance
- It is so fun to celebrate with each grade level the growth of our students and all the hard work that they accomplish each Quarter.
- The week before Spring Break was jammed pack with fun!
 - We held the Spring Arts Showcase for K-3 with the presentation of 'Where the Wild Things Are'. It has a huge parent turn out and it was so fun to see all the kids dressed up in all their "wild-thing" costumes.
 - The 5th grade held their second Vendor Fair, where students sale items for fifth grade currency as part of their economy.

- We ended the week with our Literacy Night centered around Matilda, and it too was a HUGE success with over 500 parents and students in attendance. We even enjoyed having our very own board members; Lauralee and Jenna there to help! We appreciate them being willing to either run a station or help us with set up or cleanup. This event truly took an army to put on which included manned activities from each grade-level and ran by teachers, literacy knowledge and parent education stations ran by our Literacy Specialist Raye Lyne, Math literacy games created by our Math Specialist Teryn Estenson, and we even had a Scholastic Book Fair for families to enjoy as well. Not to mention all the other volunteers and community partners that showed up to help:
 - Our Community Sponsors: Your generous support makes these enrichment programs possible.
 - Back of Beyond Books - donated free books to give away
 - Sweet Cravings - donated and made individual chocolate cakes to give out for our sweet treat with dinner
 - Canyon Pizza Co. - gave us a huge discount on local pizza to support feeding our families.
 - Grand County Public Library - brought free books to give away and even brought printers to make students their very own library cards
 - Village Market
 - The Great Coalition - Grand County
 - GCHS National Honor Society Volunteers
 - Moonflower Community Co-op
 - The Times-Independent
 - Moab Sun News
 - KZMU
 - Fiesta Mexicana
 - The Spoke
 - Broken Oar
 - Edward Jones - donated a gift basket to giveaway
 - Synergy - donated over a 50 bottles of their amazing supplements to give away as prizes.
 - Thai Bella
 - Grand Area Mentoring
 - Cactus Jacks
- We were truly overwhelmed with gratitude!



HMK Board Report BOY for SY25-26



Students of the Month

Literacy Night Photos



Board Member
Lauralee Green
engaging with students
at her station

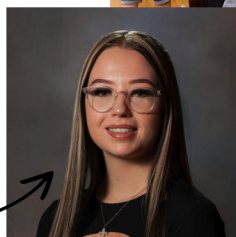
The Matilda Plot
Mountain, created by our
very own 4th grade
teacher Ms. Daily!



The Life-Size Matilda
Scrabble had The
Trunchbulls and The
Revolting Children
playing against each
other to build key
words!



The 5th Grade teachers' Chocolate
Cake walk was one of our **BIGGEST**
hits! Students had an opportunity to win
a professionally baked and designed
cake by our very own
Ms. Kalyn Chadd.



Families participated in watching videos about
how to help students read at home and
information about being a Title I school.





APRIL BOARD REPORT



EXECUTIVE SUMMARY AND OVERVIEW

March: USU hosted Utah High Education Day (UHED)–This is a day for HS juniors to meet with in state colleges to get information about programs of study and the application and financial processes

April 15: GCHS Aspire+ and ACT Testing

April: Members of the GCHS leadership team visited Watsch HS to view and observe thier intervention program

EXTRACURRICULAR & COMMUNITY

FCCLA, DECA and Skills USA all competed at State. FCCLA and Skills USA had students qualify to attend Nationals and will work on attending those events in the coming months.

Drama attended Regional Competition at Kanab HS. Students did well and several qualified for state competition which will take place April 16 and 17.

Baseball, Softball, Tennis, Soccer, Track and Golf continue to participate in competitions. Golf had a home tournament April 8 and the ladies took first place.

ATTENDANCE AND ENROLLMENT

Activities

Overall Attendance Rate 4th QTR:

95.45%

GCHS Grade Level
Attendance Rates:

9th: 95.51%

10th: 96.50%

11th: 97.19%

12th: 92.51%

Subject

GCHS Enrollment-
466

Enrollment by grade

9th grade-135

10th grade-105

11th grade-117

12th grade-109

GCHS SCC REPORT DATA

Aspire + and ACT Testing will be Wed. April 15, 2026



CHALLENGES

WE ARE APPROACHING THE
END OF THE SCHOOL YEAR!
LOTS HAPPENING!





OPERATIONAL & SAFETY UPDATES

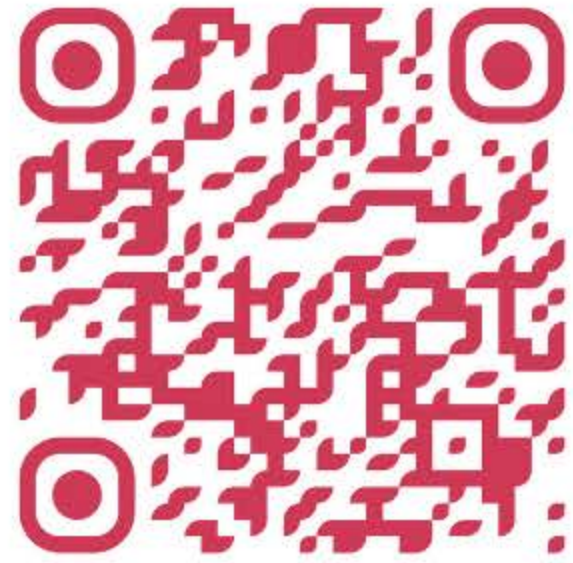


Lockdown Drill March 9, 2026: There were a number of law enforcement officials who showed up and that made clearing the buildings go smoothly.

Next Drill is a fire drill April 24, 2026



HRS/PLC & SCHOOL IMPROVMENT: USE QR CODE TO GIVE US FEEDBACK OR SUGGESTIONS



How are
we
doing?



Suggestions
for
improvement



Grand County School District

EACH STUDENT, EVERY DAY.

Grand County School District Board of Education

Regular Board Meeting - Mar 18 2026

Wednesday, March 18, 2026

5:15 PM

In Attendance: Melissa Byrd, Kathy Williams, Dave Beirschied, Lauralee Green, Jenna Woodbury, Matthew Keyes (Superintendent), NaShay Lange (Administrative Assitstant), Jeri Hamilton (Zoom at 5:54pm)

Also in attendance: Jill Tatton, Sarah Dawson, Buffy Camps, Brenna Dowd, Lindsay Dowd, Anna Conrad, Lisa McCash, Steve Lawry, Cari Caylor, Kari Barnard, Sarah Henderson, Holly Harris, Mikalyn Steinbrueck, Melissa Roy, Amber May, Hannah Fisher, Judy Sweeney, DeAnn Cobb (Zoom)

Melissa Byrd called the meeting to order at 5:18 PM

Pledge of Allegiance led by Hannah Fisher
Mission Statement read by Lauralee Green

1. **Approval of Agenda**

Move to approve the agenda.

Moved by: Dave Bierschied; seconded by: Kathy Williams

Passed; 5-0

2. **Public Comments**

Melissa Byrd read the Public Comment statement.

Amber May - lack of college advisement for students. This position is now not filled. concerned about the lack of rigorous courses available to students and help available to students for completing college applications.

Brenna Dowd - Would like to Board and the Superintendent to reconsider adding a cheer co-assistant stipend. Brenna also reads a letter that she sent out that explains more reason to have this position receive a stipend. Asking for equality among all other sports.

3. **Student Body President Report**

Hunter is unavailable. He is at Drama. Spring is in full swing.

Cari read a report from his advisor about what is going on around the high school.

4. **Board Recognitions**

a. Students of the Month

HMK

- Carbon Swanson, Kindergarten - present
- Aurora Sturtz-Dillon, 1st Grade - present
- Zaylee Jarrett, 2nd Grade - present
- Victoria McWhorter, 3rd Grade - not present
- Iker Barraza Cruz, 4th Grade - present
- Felicity Hays, 5th Grade - not present
- Leo Murdock, 6th Grade - present

MLHMS

- Annemarie Vinson, 7th Grade - not present
- Kyden Jensen, 8th Grade - not present

GCHS

- Blake Coleman, Senior - present
- Jovi Henderson, Junior - not present

5. **Information and Discussion Items**

a. Transportation Presentation

Transportation Director, Anna Conrad, will present to the Board.

[GCSD Balance.png](#) 

[superr hero banner.jpg](#) 

24/25 had 56k activity miles.

So far this year, there have been nearly 48k activity miles.

Field trip miles - elementary - cost \$14k for 24/25.

Over 600 students ride buses daily - often times the bus driver is the first and last person a student sees each day.

Passed their annual Utah Highway Patrol inspection of buses and documentation again.

Fully staffed at the moment and have additional staff with the subs that are available..

High driver retention rate and most of the losses they see come from retirees and from people moving to full time jobs.

Have 15 buses and just sold bus 2003. Just purchased 2026, and will be putting in a bid soon for our 2027 bus.

Bus prices range from \$150k-\$250k depending on the specs that are picked for the bus.

2022 bus will stay an activity bus as long as possible due to cost and the type of bus (extra storage and rear engine).

Primary concerns - red light violators - which seem to be more local people, not tourists. There is a good relationship with law enforcement that helps us out with that situation. There is also a concern with the age of buses, as the buses get older, they break down more, parts are not available and then buses need replaced.

Goals - minimizing fuel, retaining drivers. Looking ahead and looking at replacing our parking lot.

b. FY25 School Land Trust Final Reports

[HMK](#)  - Plan was developed last year for 25/26.

Report for that plan will be next year.

[MLH](#)  - Matt has made notes about discussion for testing and measuring those results. This is something that will need further discussion.

[GCH](#)  - Cari talked about the goals at the high school. Proficiency and growth are seeing steady increases. Increase is also being seen in graduation rates while we are seeing drop out rates go down.

Lauralee has a generic question - this is in response to what was creating two years ago.

Timeline on Trustland Plans -

- At any time during the current school year - schools present their current year amendments which the board approves (this can happen multiple times throughout the school year).
- Winter/Early Spring - (January open and due by March 1st) - schools turn in last school year's Final Reports to the state and the state approves
- Early/Mid Spring (Mid/late March) - Board is presented with Final Report from Last school year and results from the state - no action is necessary but presenting to the Board is a requirement
- Mid/Late Spring (due before May 15th) - Board is presented with and must approve Final Plans for the upcoming school year

This is a report that is required to be shared with the Board but the Board does not approve anything.

If a goal in the Trustland Plan is consistently not met, the State has the ability to say the goal needs to change.

This is the first year of implementation of CommonLit.

Proficiency in Language Arts is only in 9th and 10th.

Other areas in the State are wanting to use our way of assessing and tracking the Standards for Math. The Board would like to have Math and Science present

their tracking so they can see the growth and proficiency for students.

c. GCSD Policy

GCSD Policies BAB, BBC, BBD, BEA, CAH, CB, CBG, CBK, CE, CEA, CJCA, CJDBA, DABA, DACA, DBC, DFA, and DFC are on the agenda as an action item. These policies have been posted on the District website for public comment and are recommended for Board Approval.

Tabling this conversation because a Policy Committee has been created and Melissa and Jenna are going to review this set of policies first and then they will bring these policies back to the rest of the Board.

d. School Year 2026-27 Employee Calendar(s)

The GCSD Board of Education approved the SY 2026-27 School Calendar last month. The Board will now review the proposed employee calendar(s).

[SY26-27 180 Calendar](#) 

[SY26-27 212 Calendar](#) 

[SY26-27 260 Calendar](#) 

Discussion about the Friday of Fall Break being a paid day off or not for 260 employees and how this does/does not affect salaried versus hourly employees.

e. GCHS Trustland Amendments

High School Principal, Cari Caylor will present the amendments to GCHS plan.

[2026 Budget Amendment-March 2026](#)

Cari explained that she and Jeri found that there was money from 2021 that was never spent that needed to be spent.

She went over the savings from the current year and how the school would like to spend that extra money.

Cari is working with Matt in getting a teacher into a next step for HRS.

These are reallocations or undesignated funds.

f. Certified Staffing Ratio

The Board discussed Certified Staffing Ratio earlier this month during the work session. This is an opportunity for further discussion.

This is not on the agenda as an action item. District Administration is engaged in discussion with the intent of proposing a recommendation in April.

This is designed to be a guiding tool.

Melissa wants to know if there is a way to see how many students take every class in the district. (Kari will work on this) Cari pointed out that there are some classes that run concurrently with the same teacher. For example: Spanish 3 and 4 are being taught at the same time with the same teacher and CAD 2, 3 and 4 are being taught at the same time in the same room. So while there may only be a couple students in each "class" there are more being taught at that time.

Would like to have these reports before the next meeting so Board members can review the information and digest the information prior to the meeting itself.

Matt will be presenting the numbers from the Certified Staffing (BAR) to Administrators on Monday the 23rd.

- g. School Year 2025-26 Provisional List
The Board has the opportunity to review the School Year 2025-26 Provisional List.

This is the certified provisional list. Certified employees are provisional for the first 3 years and then have the option to have go forward for year 4 or 5 at that time.

- h. Student Services Director
Student Services are essential to centralize and safeguard the holistic well-being, safety, and legal compliance of the school district. GCSD has a vital need for a formalized framework and targeted leadership to support Whole-Student Health, Safety and Compliance, and Bridging School and Community. In the past GCSD has relied on various roles and positions address these areas. A dedicated Director of Student Services will provide the necessary structure to streamline efforts and improve Multi-Tiered Systems of Support District Wide.

We have tried to fill this role by combining it with various other roles. However, this role really needs to be its own role, not a shared role. This job description has been curated from many districts and been custom made to fit the specific needs of our school district.

This position will require a Master's degree in Education and a license in K-12 Leadership. This person would serve the entire District and work closely with Administration. This person would largely be responsible for bridging the gap between the school district and the community and community partners. This would be an 11 month position (212 day).

- i. Appointment of Business Administrator
Jeri Hamilton has been serving as the Business Administrator, ad interim. The Board has the opportunity to appoint Jeri Hamilton as Business Administrator.

This will be spoken about more in depth during negotiations in Executive Session but is listed here in an effort of full disclosure to the public that it is on the agenda.

6. Staff & Community Reports

a. Board Committee Reports

Great Coalition - looked more at the SHARP survey

Clinical Safety - continued going through the checklist for the schools - specifically addressing school shooters at the last meeting. Substitutes are our weakest links (Kari is working on a folder and training situation for subs).

Finance - went over the usual stuff. We paid the final payment to Hogan for the Middle School. Talked a little on the timeline on the plaza at HMK.

SCC and Education Foundations - worked on budgets and getting things all put together. Important to get a Facilities Committee scheduled.

Neg - Letters of Intent, Earlier Letters of Intent so we can start attending Job Fairs

b. Business Administrator Report

- Zions Bank Account Updates - Kari Barnard and Jeri went to Zions to remove a person from the bank account. All schools have their own accounts. Margaret L Hopkin Middle School and Grand County School District both operate under Grand County School District.
- Sarah, NaShay and Jeri have been updating information for the CNP audit and are waiting for more information
- School fees - Tiffany has been a huge help with the audit for this and she is waiting to hear back on that.

c. Superintendent Report

Matt has been following the Legislative Session closely. He is looking forward to seeing what USBA's interpretation is and if it close to ours at tomorrow night's regional meeting in San Juan County.

Getting close to substantial completion with HMK.

Plan to carry out bids on the plaza at HMK next month.

d. Monthly School Reports

[GPS](#) 

Questions for Jill - none

[HMK](#) 

Questions for Holly - QR codes for stakeholder evaluations/feedback given at Parent Teacher Conferences

[MLHMS](#)

Questions for Kari - none

[GCHS](#) 

Questions for Cari - Sterling Scholars - Cari would like to recognize them at the April Work Session. Swim and Debate need to be recognized as well.

7. Consent Agenda

a. Minutes

[Regular Board Meeting - Feb 11 2026 - Minutes - Html](#) 

[Regular Board Meeting - Jan 21 2026 - Minutes - Html](#) 

[Board Work Session - Mar 11 2026 - Minutes - Html](#) 

b. Personnel

[Personnel List](#) 

c. Financial Reports

[February 2026 Detailed Check Register](#) 

[February 2026 Revenue Report](#) 

[February 2026 Expenditure Report](#) 

d. Out of State Travel

Move to approve the Consent Agenda.

Moved by: Jenna Woodbury; seconded by: Lauralee Green

Passed; 5-0

8. Possible Action Items

a. Approval of GCHS Amendments to Trustland Plans

[2026 Budget Amendment-March 2026](#)

Move to approve the GCHS Amendments to the Trustlands Plans with the Debate stipend at \$2000 net.

Moved by: Dave Bierschied; seconded by: Lauralee Green

Passed; 5-0

b. Approval of policies in sections B-D in column 3 of the 2025 USBA and GCSD Model Policy Chart

The following policies can be found in Column 3 of the 2025 USBA and GCSD Model Policy Chart. They are non-negotiated policies that have substantive changes this year. These policies have been posted on the District website for public comment for over one month.

[USBA & GCSD Model Policy Chart](#) 

[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](#) 

*Note: GCSD Policy DFE has been removed from proposed list.

Move to table the policies.

Moved by: Dave Bierschied; seconded by: Lauralee Green

Passed; 5-0

- c. School Year 2026-27 Employee Calendar(s)

[SY26-27 180 Calendar](#) 

[SY26-27 212 Calendar](#) 

[SY26-27 260 Calendar](#) 

Move to approve the proposed SY2026-27 Employee Calendar(s).

Moved by: Kathy Williams; seconded by: Jenna Woodbury

Passed; 5-0

Discussion - Clarification that the 180 day calendar is the school calendar and is for paraprofessionals. They are not expected to come in for the extra 3 that certified teachers (183 day calendar) are working.

9. Communications

None

10. Advanced Planning

March Advanced Planning

Motion to Recess.

Moved by: Kathy Williams; seconded by: Jenna Woodbury

Passed; 4-0 with Lauralee absent.

7:57/8:09

11. Executive Session

Motion to go into Executive Session for Personnel and Negotiations.

Moved by: Jenna Woodbury; seconded by: Lauralee Green

Roll call vote: Lauralee Green - yes; Jenna Woodbury - yes; Melissa Byrd - yes; Kathy Williams - yes; Dave Bierschied - yes

Executive Session began at 8:10pm.

NaShay Lange excused at 8:10pm.

Recorder turned off at 8:13pm for Personnel.

Recorder turned on at 8:47pm for Negotiations.

Move to come out of Executive Session.

Moved by: Dave Bierschied; seconded by: Kathy Williams

Passed; 5-0

Out of Executive Session and back in Open Session at 8:54pm.

12. Action Items as Per Executive Session

- a. Approval of School Year 2025-26 Provisional List
The Board may approve provisional recommendations.

Move to approve School Year 2025-26 Provisional recommendations.

Moved by: Jenna Woodbury; seconded by: Lauralee Green

Passed; 5-0

- b. Appointment of Business Administrator
The Board may appoint a Business Administrator

Move to approve Jeri Hamilton as the Business Administrator and the attached contract.

Moved by: Dave Bierschied; seconded by: Kathy Williams

Passed; 5-0

Discussion - Melissa confirms that the contract takes affect as of 7-1-2026. At that time, the District will begin looking for a new District Accountant if the funds are available for the position.

13. Adjournment

Move to adjourn the meeting.

Moved by: Kathy Williams; seconded by: Lauralee Green

Meeting adjourned at 8:57pm.

Draft

New Employees, Changes, Terminations - APRIL 2026

Status	Location	Employee	Contract	Assignment Was	Assignment Now	Funds	Replacing
Term	Dist	Jeremy Spaulding	260.00	Community Coordinator			Including with Student Services
New	GPS	Cadie Richardson	180.00		ESP - Preschool Aide/Teacher	General	Cindy Howe
Term	HMK	Daniel Butler	180.00	Library/Media Aide		General	
New	HMK	Lee McLackland	180.00		FT Bus Driver	Transportation	Tyler Allen
Term	HMK	Abbey Shey	180.00	Part Time Recess Aide			
New	MLHMS	Aarika Pierce	212.00		Lead Secretary	General	AmAsie Musselman
Term	MLHMS	David Lance	260.00	Custodian			
Term	Transport.	Rebakah Keogh	180.00	Full Time Bus Driver			

LICENSED EMPLOYEE CHANGES

LOC	EMPLOYEE 2025-2026	POSITION	FUNDING	FTE	EMPLOYEE 2026-2027	FTE	FUNDING	POSITION	REASON
Dist					Libby Bailey	1.00	Local	Director of Student Services	New Pos.
GCHS	Anna Wold	12 Grade Math Teacher (Upper)	General	1.00					
GCHS	Tyk Goodey	Ag Teacher - CTE	CTE	1.00					
GCHS	Cari Caylor	Principal	General	1.00	Tish Casper	1.00	General	Principal	Transfer
GCHS	Tish Casper	Assistant Principal	General	1.00	Sue Winkler	1.00	General	Assistant Principal	Transfer
HMK	Chantel Beyer	3rd Grade Teacher	General	1.00					
HMK	Josh Schultz	5th Grade Teacher	Class Size Reduction	1.00					
HMK	Arlajean Paskett	ALS	General	1.00					
HMK	Beatrice Murgues	ALS	Title III/General	1.00					
HMK	Sheila Nelson	2nd Grade Teacher	General	1.00					
HMK	Libby Bailey	Assistant Principal	General	1.00					
MLHMS	Rob Patterson	7th Grade Science Teacher	General	1.00					
MLHMS	Brandon McKeel	School Based Therapist	Local	1.00					
MLHMS	Sarah LaBrec	History Teacher	General	1.00					
SCSC	Sue Winkler	CTE Director/SCSC Director	CTE/SCSC	0.89	Cari Caylor	0.90	CTE	CTE & Online Education Director	Transfer
			YIC	0.11		0.10	YIC		

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\(3\) \(~~2020~~2025\)](#)

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\(4\) \(~~2020~~2025\)](#)

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\(24\) \(~~2024~~2025\)](#)

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

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~~ uses 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 \(July 8, 2024 October 22, 2024\)](#)

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 \(July 8, 2024 October 22, 2024\)](#)

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 \(July 8, 2024 October 22, 2024\)](#)

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 \(July 8, 2024 October 22, 2024\)](#)

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 a~~A~~ 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\(3\), \(4\) \(~~2015~~2025\)](#)

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\(1\)\(t\) \(~~August 7, 2024~~ July 8, 2025\)](#)
[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\(d\)](#)

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, ~~s, 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) (~~2024~~2025)

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)(~~ca~~)(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 ~~100~~ 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. Satisfactorially 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 e~~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 standards~~selected 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
- ~~6.4.~~ 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~~) (2024)2025)

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~~) (2024)2025)

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\(31\) \(March 15, 2024October 8, 2024\)](#)
[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\(1\), \(2\) \(March 15, 2024October 8, 2024\)](#)

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\(3\) \(March 15, 2024October 8, 2024\)](#)

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\(4\), \(5\) \(March 15, 2024October 8, 2024\)](#)

[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

DABA

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

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 ~~hot~~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, 2021~~ February 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, 2021~~ February 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)

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, 2021~~ February 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, 2021~~ February 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)