USD Board Work Session - Sep 09 2026 Agenda

Wednesday, September 9, 2026 at 4:00 PM

826 South 1500 East Naples, UT

Page

1. INTRODUCTION/OPENING 4:00 p.m.

Zoom Link: https://uintah-net.zoom.us/j/89548762220?pwd=zEQabE3AbpLL1SUPAbzVjy6FmN2cey.1

1.01 Welcome/Called to Order

1.02 Reverence

2. POLICY REVISIONS

2.01 Policies for Approval on First Reading: 3

A. 004.0520 Travel Expense/Reimbursement – Troy Timothy, Business Administrator

- Memo: 004.0520 Memo.pdf
- Policy: 004.0520 Travel Expense/Reimbursement (1st Reading

B. 007.0712 Suicide Prevention – Mindy Merrell, Support Services Director

- Memo: 007.0712 Suicide Prevention (1st Reading).pdf
- Policy: 007.0712 Suicide Prevention (1st Reading)

C. 010.0025 Conduct on School Premises – Mindy Merrell

- Memo: 010.0025 Conduct on School Premises (1st Reading).pdf
- Policy: 010.0025 Conduct on School Premises (1st Reading)

D. 007.0225 Safe School Conduct and Discipline – Ryan Maughan, Special Programs Director

- Memo: USD Board Memo Safe Schools, Conduct and Discipline 1st Reading.pdf
- Policy: 007.0225 Safe Schools, Conduct, and Discipline (1st Reading)

2.02 Policies for Approval on Second Reading: 41

A. 007.0310 Student and Family Privacy – Mindy Merrell

- Memo: 007.0310 Student and Family Privacy (2nd Reading).pdf
- Policy: 007.0310 Student and Family Privacy (2nd Reading)

B. 007.0230 Bullying and Hazing – Ryan Maughan

- Memo: USD Board Memo Bullying and Hazing 007.0230 2nd Reading.pdf
- Policy: 007.0230 Bullying and Hazing (2nd Reading)

C. 007.0250 Electronic Devices in Public Schools – Dr. Rick Woodford, Superintendent

- Memo: USD Board Memorandum_Policy 007.0250_08-2026 (2).pdf
- Policy: 007.0250 Electronic Devices in Public Schools (2nd Reading)

D. 005.0050 Knowledge of Policies and Procedures – Dr. Mistalyn Leis, Human Resources Director

- Memo: 005.0050 Knowledge of Policies and Procedures Board Memo.pdf
- Policy: 005.0050 Knowledge of Policies and Procedures (2nd Reading)

3. ITEMS REQUIRING FUTURE BOARD ACTION

3.01 Minutes - Troy Timothy, Business Administrator 77

- August 12, 2026 Pending Work Session Minutes: 2026.08.12 Work Session Pending Minutes - DRAFT.pdf
- August 12, 2026 Pending Business Meeting Minutes: 2026.08.12 Business Meeting Pending Minutes - DRAFT.pdf

3.02 Contracts Needing Board Approval - Troy Timothy 90

- Memo: 2026.9.02 Board Memo - Contracts.pdf

3.03 Curriculum Materials Review Committee - Christy Nerdin, Instruction Director 148

- Memo: 9_9_26 Curriculum Review Committee.pdf

4. INFORMATIONAL/DISCUSSION ITEMS

4.01 Board Committee Reports - Board President Dave Chivers

5. ADJOURNMENT

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during board meetings should notify Shawnna Muhme at 826 South 1500 East, Naples, Utah, or call 781-3100 ext. 1001, at least five (5) days prior to the meeting. The Uintah School District does not discriminate on the basis of race, religion, color, national origin, sex, age or disability, in admission or access to, or treatment of, employment or in its educational programs or activities. Inquiries may be referred to Dr. Mistalyn Leis, HR Director, at 826 South 1500 East, Naples, Utah, or call 781-3100 ext. 1005.

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: Troy Timothy, Business Administrator

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: September 4, 2026

Re: 004.0520 Travel Expense/Reimbursement Policy Re-Write

Motion Recommendation:
Approve Policy 004.0520 Travel Expense/Reimbursement on 1st reading.

Background (rationale):
Policy 004.0520 has been rewritten to separate Board policy from administrative procedures, clarify previously ambiguous or omitted requirements, and align with applicable state and federal laws and USBE rules. Detailed procedures will be developed before the policy's second reading, allowing future operational updates without repeated Board approval while maintaining all established controls, approvals, documentation requirements, rates, and spending limits.

Dr. Rick Woodford, Superintendent ● **D. Troy Timothy, MBA,** Business Administrator
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USD Policy 004.0520 Revision Proposals

Current language / provision	Proposed 2026 treatment	Reason for change
§1.1: Reimbursement upon submission of a properly completed travel voucher; travel dependent upon budget allocations.	Establish the Board-level principles of legitimate District purpose, reasonableness, necessity, stewardship, legal compliance, and accountable-plan treatment.	Keeps policy at the governance level. Voucher/form requirements belong in procedures.
§2.1: Requires prior written approval by employee's supervisor and supervisor responsible for travel budget.	Require travel to be properly authorized; delegate the specific approval workflow to administrative procedures. Add prohibition on self-approval.	Preserves internal control while allowing approval workflows to change administratively. R277-113 requires controls over initiation, approval, and monitoring of expenditures. (Utah State Board of Education)
§2.2: Requires agenda, written supervisor approval, and receipts.	Require adequate substantiation; place specific documentation requirements in procedures.	Agenda and receipt rules are procedures rather than Board governance standards.
§§3.1–3.4: Detailed rules governing who may receive an advance, three-week submission deadline, required agenda/receipts, and five-business-day repayment.	Authorize advances generally and require accounting/repayment under administrative procedures and federal accountable-plan rules.	Deadlines, forms, and eligible circumstances are better maintained administratively. IRS accountable-plan rules require adequate accounting and return of excess amounts. (IRS)
No express provision.	Add explicit prohibition against duplicate reimbursement.	Strengthens public-funds controls and prevents reimbursement for expenses already paid by District card, registration fee, another organization, etc.
No express federal-grant travel provision.	Add §3.4 requiring compliance with grant terms, federal/state cost principles, and more restrictive requirements.	Important because District travel may be charged to restricted or federal programs. R277-113 requires fiscal policies/procedures to address applicable federal requirements. (Utah State Board of Education)
§4.1: Most direct route, efficient/economic transportation, valid driver's license.	Retain principles of reasonable, safe, economical transportation and valid licensing; move routing/booking details to procedures.	Preserves the substantive control while removing operating instructions.
§4.1.2.1: Detailed rules for District vehicles, personal vehicles, carpooling, mileage origin, and event mileage.	Authorize personal-vehicle reimbursement at a District-established rate; put calculation rules in procedures.	Mileage rules and rates are administrative and may need periodic revision.
§4.1.2.2: Supervisor may reduce reimbursement to 1/4, 1/3, or 1/2 of the mileage rate when employees separately drive to the same event.	**Delete from Board policy.** Require mileage methodologies to be established and applied consistently in procedures.	Eliminates ad hoc reimbursement decisions and creates more consistent fiscal administration.
§4.1.2.3: Superintendent/business administrator approval to transport nonemployees.	Move to vehicle-use/risk-management procedures.	Primarily an operational and risk-management matter rather than travel reimbursement policy.
§§4.1.2.4–4.1.3: Parking, taxis, shuttles, rental cars, Uber, buses, receipts and justification.	Consolidate under "Other Travel Expenses"; details in procedures.	Avoids Board policy becoming a list of transportation technologies/vendors.
§§5.1–5.1.2: Detailed tax treatment and approval requirements when employee personally pays for lodging.	General authorization for reasonable lodging; tax-exemption/payment procedures handled administratively.	Payment method and lodging-tax procedures are Business Office processes.
§§5.2–5.3: Fixed $130 in-state and out-of-state lodging limits.	**Remove dollar amount from Board policy.** District establishes lodging limits administratively.	Prevents policy from becoming outdated whenever market conditions or travel rates change.
§5.4: Supervisor determines individual/shared rooms, with special consideration based partly on male/female employee group composition.	**Delete.** Administrative lodging procedures should address appropriate accommodations without gender-specific Board-policy language.	Removes unnecessary operational detail and avoids outdated language.
§5.5: Conference-hotel exception to lodging maximum.	Permit reasonable exceptions based on conference location, availability, safety, or total trip cost.	Retains useful flexibility without prescribing the approval procedure.
§5.6: Pays employees $25 per night when they do not incur motel lodging expense.	**Delete the $25 reimbursement.** State that payments without an underlying qualifying expense are not expense reimbursements and must receive appropriate tax/payroll treatment.	The existing payment presents accountable-plan/tax concerns because it may be paid despite no underlying lodging expense. IRS accountable plans require a qualifying business expense/business connection. (IRS)
§5.7: Spouse may accompany employee; reimbursement limited to single occupancy rate.	State more broadly that District will not pay incremental costs attributable to spouses, family, companions, or other non-District travelers.	More comprehensive and neutral formulation.
§§6.1–6.2: Out-of-state GSA rate and Salt Lake City GSA rate for all in-state travel.	Remove specific rate methodology from policy; rates established administratively using a reasonable, consistently applied methodology.	Rates/methodologies can be updated without Board action.
§6.2.1: Incidental portion excluded.	Move to administrative procedures.	Calculation detail rather than governance policy.
§6.3: Four-hour and 80-mile eligibility threshold.	Move eligibility thresholds to procedures.	Allows administration to align thresholds with tax and operational requirements without Board amendment.
§6.4: Extensive departure/return quarter-day percentage tables.	**Remove entirely from Board policy.** Put partial-day methodology in procedures.	This is the clearest example of administrative procedure currently embedded in Board policy.

Current language / provision	Proposed 2026 treatment	Reason for change
§§7.1–7.3: Detailed treatment of business meals, provided meals, registration meals, and group meals.	Establish general no-double-payment rule and delegate meal administration to procedures.	Much simpler while retaining the fiscal control.
§7.4: District-card meal may replace per diem if charge is at/below meal rate.	Require compliance with purchasing-card rules and prohibit receiving both District-paid meal and per diem.	Integrates travel with District purchasing-card controls required by R277-113. (Utah State Board of Education)
§8.1: Registration reimbursement and preference for District Conference Registration Form.	General authorization for reasonable registration and travel-related expenses; form/process moved to procedures.	Forms should not be embedded in Board policy.
§8.2: Tips capped at 20%.	Move gratuity limits to administrative procedures.	Dollar/percentage limitations are easier to administer outside Board policy.
No comprehensive prohibited-expense provision.	Add personal expenses, alcohol, entertainment, non-District travelers, personal fines/penalties, and expenses lacking District purpose.	Makes the fundamental public-funds limitation explicit.
No express tax-exempt-status provision.	Add prohibition against using District accounts, funds, purchasing methods, or tax-exempt status for personal purposes.	R277-113 specifically requires expenditure policies to address appropriate use of the LEA's tax-exempt status. (Utah State Board of Education)
§§9.1–9.4: Frugality, discipline/termination, repayment, and responsibility for avoidable cancellation costs.	**Substantially retain and strengthen.** Add duplicate reimbursement and referral/investigation language.	Existing section is strong and appropriately belongs at Board-policy level.
No administrative-procedures section.	Add new §10 expressly delegating rates, limits, forms, documentation, approval processes, deadlines, and similar matters to the Superintendent/designee.	Creates a clean legal and governance distinction between Board policy and Business Office procedure. R277-113 expressly contemplates this type of separation. (Utah State Board of Education)

Policy: 004.0520

Section: Section 004 - Business Management

Travel Expense/Reimbursement (1st Reading)

1.0 GENERAL POLICY STATEMENT

~~1.1 District personnel and officials who incur expenses in carrying out their authorized duties for reasonable and necessary travel expenses will be reimbursed by the district upon submission of a properly completed and approved travel expense voucher. Travel expenses may only be approved and incurred when budgetary allocations for the specific type of expense have been set aside.~~

1.1 The Board of Education authorizes reasonable and necessary travel by District employees and officials when the travel serves a legitimate District business or educational purpose and is in the best interests of the District.

1.2 The District shall reimburse authorized travel expenses in accordance with this policy and District administrative procedures. All travel expenditures shall be reasonable, necessary, prudent, and consistent with responsible stewardship of public funds.

1.3 Travel expenditures and reimbursements shall comply with applicable federal and state law, Utah State Board of Education rules, District fiscal policies and procedures, applicable grant requirements, and established internal controls.

1.4 District travel reimbursement practices are intended to comply with applicable federal accountable-plan requirements. Reimbursable expenses must have a District business purpose, be adequately substantiated as required by District procedures, and any excess advance or reimbursement must be returned to the District. Amounts that do not satisfy applicable accountable-plan requirements may be treated as taxable compensation.

2.0 APPROVAL

~~2.1 Request to travel must be approved by an employee's supervisor and the supervisor responsible for the travel budget. This approval is to be prior to travel and in writing except in unusual circumstances. An employee in an official school business is expected to exercise prudence in incurring expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be~~

~~considered prudent and will not be reimbursed.~~

~~2.2 All travel reimbursement requests must include an agenda from the activity in which the employee participated, written approval from the supervisor, and any other receipts for expenditures being claimed for reimbursement.~~

2.1 District travel shall be authorized in accordance with administrative procedures established by the Superintendent or designee. Travel shall be approved only when sufficient budgetary resources are available and the anticipated benefits of the travel justify the expenditure of public funds.

2.2 Employees and officials traveling on District business shall exercise reasonable judgment and prudence in incurring expenses. The District will not pay or reimburse expenses that are excessive, primarily personal in nature, unnecessary to the District purpose, or otherwise inconsistent with this policy or applicable administrative procedures.

2.3 No employee may approve the employee's own travel or reimbursement. Appropriate separation of duties shall be maintained in the authorization, review, and payment of travel expenditures.

3.0 REIMBURSEMENT~~/ADVANCES~~ AND TRAVEL ADVANCES

~~3.1 Employees traveling for any reason, except a national convention and as specified in 3.2, will be required to submit a voucher for reimbursement after the employee has incurred travel expenses.~~

~~3.2 Advances will be made to employees who are traveling to national conventions. Advances may also be made to employees who may be traveling for an extended period of time at the discretion of the direct supervisor and superintendent. It is the employee's responsibility to see that all requests for advance are received by the District Business Office three weeks prior to travel. All requests for advancements shall include an agenda from the activity that the employee will be attending, and written approval from supervisor(s).~~

~~3.3 Employees receiving travel advances will be required to account for advanced funds by furnishing an agenda and receipts for lodging, transportation, and other expenses, upon return from travel.~~

~~3.4 Advanced funds not properly accounted for or not used in accordance with this policy must be returned to the Uintah School District Business Office within five business days after concluding the travel.~~

3.1 The District may reimburse employees and officials for reasonable and necessary expenses incurred in connection with authorized District travel. Reimbursement shall be made only for expenses that are allowable under this policy and District administrative procedures and that are adequately substantiated.

3.2 Travel advances may be authorized when appropriate. Employees receiving an advance shall account for the funds and return any unused or unsubstantiated amount in accordance

with District administrative procedures and applicable federal accountable-plan requirements.

3.3 An employee shall not receive duplicate payment or reimbursement for an expense. An expense paid directly by the District, charged to a District purchasing or credit card, included in a registration or other fee, reimbursed by another organization, or otherwise paid on the employee's behalf is not eligible for additional reimbursement.

3.4 When travel is funded in whole or in part by a federal, state, restricted, or other grant or award, the expenditure shall also comply with applicable laws, regulations, award terms, cost principles, and program requirements. When another applicable requirement is more restrictive than this policy, the more restrictive requirement shall apply.

4.0 ~~MEANS OF~~ TRANSPORTATION

~~4.1 Modes of authorized transportation shall be consistent with the assignment and the efficient and economic conduct of official business. Travel will be by the most direct route. Operators of district automobiles must have a valid driver's license.~~

~~4.1.1 Airfare: All airfare is to be booked through the most economical medium available. Coach tickets are to be purchased. Round-trip coach tickets should be purchased if these offer a price advantage. (Receipt required)~~

~~4.1.2 Automobile:~~

~~4.1.2.1 When available, a district car may be used. If a request for a district car is denied, a personal vehicle may be used and reimbursed at the current district rate. This reimbursement is based on the premise that the maximum number of travelers (up to four per vehicle) will travel together to the same function. Reimbursement will be for travel from the employee's home or work location, whichever distance is less, to the city of the conference or event and back. Mileage necessary to carry out responsibilities while at the event will also be reimbursed. Reimbursement will not be made for personal travel during the conference.~~

~~4.1.2.2 Employees who choose to travel in personal vehicles to district-related conferences or events will be reimbursed for that travel at the current reimbursement rate upon supervisor approval. If two or more employees are traveling to the same event in separate personal vehicles at the expense of the district, the supervisor has the option of reimbursing the employees' one-fourth or one-third, or one-half of the current reimbursement rate. Reimbursement will be for travel from the employee's home or work location, whichever distance is less, to the city of the conference or event and back. Mileage necessary to carry out responsibilities while at the event will also be reimbursed. Reimbursement will not be made for personal travel during the activity.~~

~~4.1.2.3 Non-district employees may be transported in district vehicles with the written approval of the superintendent or business administrator.~~

~~4.1.2.4 Parking charges, in reasonable amounts, are reimbursable with approved receipt or verification.~~

~~4.1.3 Local Transportation: Local transportation such as taxicabs, airport limousines, shuttles, rental cars, Uber, and buses may be used. Justification must be given on the travel voucher. (Receipt required)~~

4.1 Transportation for District business shall be by a reasonable, safe, and economical means appropriate to the circumstances. Employees shall consider District vehicles, shared transportation, commercial transportation, personal vehicles, and other available alternatives in accordance with District administrative procedures.

4.2 Use of a personal vehicle for authorized District business may be reimbursed at a rate established by the District. Mileage reimbursement rates and conditions shall be established and applied consistently through administrative procedures.

4.3 Ordinary commuting between an employee's residence and regular work location is a personal expense and is not reimbursable except when specifically authorized and permitted under applicable law and District procedures.

4.4 An employee operating a vehicle on District business shall possess a valid driver's license and comply with applicable law, District policy, insurance requirements, and District risk-management procedures.

4.5 Personal travel or other personal transportation expenses incurred in conjunction with District travel shall not be paid or reimbursed by the District.

5.0 LODGING

~~5.1 An employee should not pay for a room and seek reimbursement without prior written approval by the employee's supervisor. The following rules apply whether lodging is paid on a "direct bill" basis, by check, or by credit card.~~

~~5.1.1 If an employee pays for their own room and seeks reimbursement, any applicable tax and additional charges on the room will not be reimbursed.~~

~~5.1.1.1 If an unusual or unavoidable circumstance exists, the employee can receive reimbursement of the tax with business administrator approval.~~

~~5.1.2 If an employee pays for their own room due to an emergency, the applicable taxes may be reimbursed if approved by the superintendent or business administrator.~~

~~5.2 The maximum allowable rate for in-state lodging is $130 per night or state contract rate. If this rate is to be exceeded, an employee shall obtain prior written approval from the employee's direct supervisor and budget supervisor.~~

~~5.3 The maximum allowable rate for out-of-state lodging is $130 per night, plus taxes. If this rate is to be exceeded, an employee shall obtain prior written approval from the employee's direct supervisor and budget supervisor.~~

~~5.4 Special consideration should be made to conserve the maximum amount of money possible when booking employee rooms. The direct supervisor can determine if each employee in the group has an individual room or if rooms will have multiple occupants. Special consideration is made when an odd number of travelers are staying overnight or, in the case of male and female employees traveling together.~~

~~5.5 Employees traveling to a conference, where such a conference is held at a hotel, may exceed the allowable rate of stay for lodging in an approved hotel in an effort to reduce expenses of other travel to and from the place of the meeting. Employees should receive prior written permission from their supervisor and budget supervisor when exceeding the allowable rate of reimbursement.~~

~~5.6 Any group of employees on official business who need lodging for themselves in connection with that business and choose not to obtain lodging in a motel may be reimbursed at a rate of $25.00 per night for not incurring expenses for lodging related to the travel.~~

~~5.7 If his/her spouse accompanies the employee, lodging expenses will be reimbursed for the cost of a double room at the single occupancy rate.~~

5.1 Reasonable and necessary lodging expenses associated with authorized overnight District travel may be paid or reimbursed in accordance with rates, limits, approval requirements, and procedures established by the District.

5.2 Employees shall make reasonable efforts to obtain safe, appropriate, and economical lodging. Exceptions to established lodging limits may be authorized when justified by conference location, availability, safety, total trip cost, or other legitimate District considerations.

5.3 The District shall not pay additional lodging costs attributable to a spouse, family member, companion, or other person who is not traveling on authorized District business.

5.4 Payments made to an employee without an underlying qualifying business expense shall not be characterized as expense reimbursement and shall be handled in accordance with applicable tax law and District payroll procedures.

6.0 MEALS AND PER DIEM

~~6.1 Meal per diem for out-of-state travel will be determined by the Federal Government rate found at www.gsa.gov~~

~~6.2 Meal per diem for in-state travel will be determined by the Salt Lake City rate found at www.gsa.gov~~

~~6.2.1 All travel per diem will not include the incidental portion of the reimbursement rate.~~

~~6.3 A per diem allowance shall be allowed only when the period away from the Uintah School District employee's assigned station is more than four (4) hours and travel is beyond 80 miles of the Uintah School District.~~

~~6.4 Per diem for the day of departure or return shall be prorated by dividing the day into four periods as follows:~~

Leave Home Base	**% of Per Diem**
1st qtr-leave between 12:01 a.m. and 6:00 a.m.	100 %
2nd qtr-leave between 6:01 a.m. and 12:00 p.m. (noon)	80 %
3rd qtr- leave between 12:01 p.m. and 8:00 p.m.	50 %
4th qtr- leave between 8:01 p.m. and 12:00 a.m. (midnight)	0 %

Return Home Base	**% of Per Diem**
1st qtr-return between 12:01 a.m. and 6:00 a.m.	0 %
2nd qtr- return between 6:01 a.m. and 12:00 p.m. (noon)	20 %
3rd qtr- return between 12:01 p.m. and 6:00 p.m.	50 %
4th qtr- return between 6:01 p.m. and 12:00 a.m. (midnight)	100 %

6.1 Employees traveling on authorized District business may receive reimbursement or a per diem allowance for eligible meal expenses in accordance with rates and administrative procedures established by the District.

6.2 Meal and per diem rates shall be established using a reasonable and consistently applied methodology and shall comply with applicable federal tax requirements.

6.3 An employee shall not receive a meal allowance or reimbursement for a meal that is provided as part of a conference, registration, meeting, lodging arrangement, District-sponsored meal, or that is otherwise paid by the District or another entity, except as permitted by District administrative procedures for reasonable exceptions.

6.4 The Superintendent or designee shall establish administrative procedures governing eligibility, travel status, partial travel days, provided meals, incidental expenses, and other matters necessary to administer meal and per diem reimbursements consistently.

7.0 ~~BREAKFAST, LUNCHEON OR DINNER MEETINGS~~ DISTRICT-PROVIDED MEALS AND BSINESS MEALS

~~7.1 Reimbursement may be claimed for costs incurred while on official business conducted at breakfast, luncheon, or dinner meetings. Daily per diem rates will be reduced by the amount allocated for breakfast, lunch, or dinner depending on the meal furnished at the official meeting. (Receipt required)~~

~~7.2 If a breakfast, luncheon, or banquet is included in a registration fee, then per diem for that particular meal will not be paid to the employee.~~

~~7.3 If a supervisor has a group of employees at an event, the supervisor has the discretion to provide a group meal. If that occurs, the total per diem rate to be reimbursed will be reduced by the cost allocated to that meal.~~

~~7.4 If an employee holds a District issued credit card that is authorized for food purchases, the employee can purchase a single meal (breakfast, lunch, and/or dinner) instead of claiming the per diem as long as the total amount charged is less than or equal to the allowed per diem for that meal.~~

7.1 Reasonable meal expenses incurred in connection with official District business may be authorized when the expenditure has a documented District business purpose and complies with District fiscal policies and administrative procedures.

7.2 Employees using District purchasing or credit cards for authorized meals shall comply with applicable District purchasing-card policies and documentation requirements.

7.3 An employee shall not receive both a per diem or meal reimbursement and a District-paid meal for the same meal period.

8.0 OTHER ~~REIMBURSABLE~~TRAVEL EXPENSES

~~8.1 Conference Registration Fees: Conference and convention registration fees are reimbursable as a miscellaneous expense on the travel expense voucher. District preference is for conference registration to be paid using the District Conference Registration Form (Receipt required or copy of registration form) (see Section 3.2)~~

~~8.2 Tips shall not exceed 20% of the goods or services received.~~

8.1 Reasonable and necessary expenses directly related to authorized District travel, including registration, parking, local transportation, baggage, and other appropriate travel costs, may be paid or reimbursed in accordance with District administrative procedures.

8.2 Personal expenses, entertainment, alcohol, expenses of accompanying family members or other non- District travelers, fines or penalties resulting from an individual's conduct, and other expenses without a legitimate District business purpose shall not be paid or reimbursed by the District.

8.3 District funds, purchasing methods, accounts, and tax-exempt status shall be used only for authorized District purposes and in accordance with applicable law and District fiscal policies.

9.0 VIOLATION OR MISUSE OF TRAVEL FUNDS

~~9.1 All employees are expected to be reasonable and frugal when traveling at district expense.~~

~~9.2 Violations of this policy or misuse or abuse of travel funds or any falsification or misrepresentation concerning travel funds or reimbursement is grounds for disciplinary action, which may include termination.~~

~~9.3 Any funds improperly obtained or used must be promptly repaid to the district.~~

~~9.4 Any district employee who fails to travel, after requesting such travel, and incurs expenses to the district as a result of failing to cancel a hotel room, vehicle, or other items shall reimburse Uintah School District for all incurred expenses.~~

9.1 Employees and officials are expected to exercise integrity, reasonable judgment, and appropriate stewardship when using public funds for travel.

9.2 Violation of this policy, misuse or abuse of District travel funds, submission of false or misleading information, duplicate reimbursement, or falsification of travel documentation may result in denial of reimbursement, recovery of funds, disciplinary action up to and including termination, and other action permitted or required by law.

9.3 Any District funds improperly obtained, used, advanced, or reimbursed shall be repaid promptly to the District.

9.4 An employee may be responsible for avoidable costs incurred by the District as a result of the employee's failure to timely cancel or modify travel arrangements when the failure is within the employee's reasonable control.

9.5 Suspected fraud, theft, falsification, misuse of public funds, or other unlawful conduct may be referred for investigation or reported as required by applicable law or District policy.

10.0 ADMINISTRATIVE PROCEDURES

10.1 The Superintendent or designee is authorized to establish, maintain, and periodically revise administrative procedures necessary to implement this policy.

10.2 Administrative procedures may establish travel authorization requirements; reimbursement rates; mileage rates; lodging limits; meal and per diem rates; documentation and receipt requirements; travel advance procedures; deadlines; forms; booking requirements; approval levels; exceptions; and other operational requirements necessary to ensure appropriate internal controls and consistent administration of District travel.

10.3 Travel rates, reimbursement limits, forms, and administrative processes established under this policy may be revised without amendment of this policy, provided such revisions remain consistent with applicable law, Utah State Board of Education rules, and Board policy.

Adoption Date: **November 13, 2019**

Last Revised: ~~**February 08, 2023**~~ **August 26, 2026**

Policy Office: **REVISES POLICY 004.0520 TRAVEL EXPENSE/REIMBURSEMENT (LAST APPROVED 11/13/2019)**

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: Mindy Merrell, Support Services Director

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: September 9, 2026

Re: 007.0712 Suicide Prevention (1st Reading)

Recommendation: Approve Policy 007.0712 Suicide Prevention on 1st reading.

Background (rationale): This policy has been updated to align with Utah law and USBE requirements for youth suicide prevention. The revisions clarify District expectations for suicide prevention, intervention, postvention, staff training, and parent/guardian notification and reflect current District practices. The updated policy provides a consistent framework for supporting student safety and well-being.

Policy Implications: None

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: None

Motion: Motion to approve Policy 007.0712 Suicide Prevention on 1st reading.

Dr. Rick Woodford, Superintendent ● **D. Troy Timothy, MBA,** Business Administrator
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Policy: 007.0712

Section: Section 007 - Students

~~Notice to Parents of Threat to Student~~ Suicide Prevention

1.0 GENERAL POLICY STATEMENT

1.1 ~~If a school employee or agent believes that a situation exists that presents a serious threat to the well-being of a student, that employee or agent shall notify the student's parent or guardian without delay. If, however, the matter has been reported to the Division of Child and Family Services within the Department of Human Services it is the responsibility of the Division to notify the student's parent or guardian of any investigation, prior to the student's return home from school unless exempted pursuant to the provisions of Section 53E-9-203.~~ In collaboration with the Utah State Board of Education public education suicide prevention coordinator, the District shall implement and maintain a youth suicide prevention program for students in elementary and secondary grades.

2.0 DEFINITIONS

2.1 Elementary Grades: Kindergarten through grade 5, and grade 6 if the associated middle or junior high school does not include grade 6, as defined in Utah Code.

2.2 Secondary Grades: Grades 7 through 12, and grade 6 if the associated middle or junior high school includes grade 6, as defined in Utah Code

2.3 Suicide Prevention: Strategies, programs, and practices designed to reduce the risk of suicide by promoting protective factors, increasing awareness, recognizing warning signs, and connecting students with appropriate supports before a crisis occurs.

2.4 Suicide Intervention: The immediate actions taken when a student is identified as being at risk for suicide or is experiencing a suicidal crisis. Intervention may include risk assessment, supervision, parent or guardian notification, referral to mental health services, emergency response, and other actions necessary to protect the student's safety.

2.5 Postvention: Planned actions and supports provided after a suicide death or suicide attempt to assist students, staff, families, and the school community, reduce the risk of suicide and/or suicide contagion, promote healing, and facilitate a safe return to learning.

2.6 Licensed Employee: An individual employed by the District who holds a current professional educator license issued by the Utah State Board of Education or the Division of Professional Licensing.

2.7 Parent: A student's parent or legal guardian as defined by Utah law.

3.0 PROGRAM REQUIREMENTS

3.1 Elementary and secondary programs shall include education and training addressing:

3.1.1 Life-affirming education, including resiliency, healthy habits, self-care, problem solving, and conflict resolution.

3.1.2 Methods of strengthening the family.

3.1.3 Methods of strengthening student's relationships in the school and community.

3.2 Secondary programs shall also include:

3.2.1 Suicide prevention.

3.2.2 Decreasing the risk of suicide among youth who are not accepted by family for any reason, or who experience bullying.

3.2.3 Suicide intervention.

3.2.4 Postvention supports for families, students, and staff.

3.3 The District shall use, as appropriate, model programs and resources developed by the Utah Department of Health and Human Services and the State Suicide Prevention Coordinator.

4.0 PARENT/GUARDIAN COMMUNICATION

4.1 The District shall ensure prompt communication with a student's parent or legal guardian whenever the District becomes aware that the student has threatened suicide.

4.2 Parent or guardian notification shall be documented and maintained in accordance with applicable federal and state student privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and Utah student privacy requirements.

4.3 At the time of notification, the District shall provide parents or guardians with state-approved suicide prevention resources and information regarding the methods to reduce the student's access to lethal means, including firearms and medications, as required by law.

4.4 Upon request, the District may provide additional information, recommendations, or referrals to community mental health resources to assist the parent or guardian in obtaining appropriate support for the student.

4.5 The Superintendent or designee shall establish administrative procedures governing parent notification, documentation, referral, and follow-up for students identified as being at risk for suicide.

4.6 A student identified as being at risk for suicide shall not be released from school until the student's parent, legal guardian, or an appropriate emergency responder has assumed responsibility for the student's care, except as otherwise provided by law or District administrative procedures.

5.0 STAFF TRAINING

5.1 Each licensed employee shall complete professional development training on youth suicide prevention at least once every three years using District-approved training materials.

Utah Code §53G-9-702 (2023)
Utah Code §53G-9-704 (2024)
Utah Admin. Rules R277-620-3 (November 7, 2023)

Adoption Date: **January 25, 2000**
Last Revised: **September 9, 2026**
Last Approved: **August 08, 2018**
Revision Dates: **01/25/2000, 08/08/2018**

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: Mindy Merrell, Support Services Director

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: September 9, 2026

Re: 010.0025 Conduct on School Premises (1st Reading)

Recommendation: Approve Policy 010.0025 Conduct on School Premises on 1st reading.

Background (rationale): This policy revision provides clarification on expectations regarding conduct, identification, and use of District property. The revisions reflect current District practices and incorporate applicable provisions of Utah law related to school safety, trespass, disruptive conduct, and other activities on school property.

Policy Implications: None

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: None

Motion: Motion to approve Policy 010.0025 Conduct on School Premises on 1st reading.

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Policy: 010.0025

Section: Section 010 - Building/Facility/Equipment

Conduct on School Premises (1st Reading)

1.0 ~~DISRUPTION OF CLASSES~~ GENERAL POLICY STATEMENT

1.1 ~~No person shall be permitted, on school property or on public property within 500 feet of school property, to willfully disrupt, alone or in concert with others, the conduct of classes or other school activities.~~ This policy establishes standards governing conduct on School Property and at School-Sponsored Activities and affirms that the District's authority to regulate access, protect persons and property, and preserve an environment that supports the District's educational mission.

~~1.2 Conduct which disrupts the educational activities of a school includes:~~

~~1.2.1 Emissions by any means of noise of an intensity that prevents or hinders classroom instruction.~~

~~1.2.2 Enticement or attempted enticement of students away from classes or other school activities which students are required to attend.~~

~~1.2.3 Prevention or attempted prevention of students from attending classes or other school activities which students are required to attend.~~

~~1.2.4 Entrance into a classroom -without consent of either the principal or teacher and either through acts of misconduct and/or use of loud or profane language causing disruption of class activities.~~

2.0 DEFINITIONS

2.1 ~~For purposes of this provision, "school property" shall include the grounds upon which any public school is located and any grounds or buildings used by District schools for assemblies or other school-sponsored activities.~~ District Property means any building, facility, vehicle, land, equipment, or other property owned, leased, operated, or controlled by the District, including School Property.

2.2 ~~For purposes of this provision, "public property" shall include any street, highway, alley, public park, or sidewalk.~~ School Property means any school building, school grounds, athletic field, playground, parking area, or other property owned, leased, operated, or controlled by the District used for educational purposes or school-sponsored activities.

2.3 School-Sponsored Activity means any activity, event, program, or function authorized, sponsored, or supervised by the District or a school, whether on or off school property.

2.4 "Electronic device" means a device that is used for audio, video, or text communication or any other type of computer or computer-like instrument including, but not limited to;

2.4.1 a smart phone;

2.4.2 a smart or electronic watch;

2.4.3 a tablet; or

2.4.4 a virtual reality device.

2.5 Guest means an individual who is not a student, employee, or designated volunteer of a District school who is on school property or at the site of a school-sponsored activity or event.

2.6 Inappropriate matter means pornographic or indecent material as defined in Utah Code § 76-5c-208(1)(a) and Utah Code § 53G-10-103.

2.7 Modified Public Forum means school property designated by the District for limited public use under specified conditions, subject to applicable law, Board policy, and District procedures.

2.8 Official meeting includes a meeting of the Board of Education or of a school community council.

2.9 Notice of Barment means written notice issued by the Superintendent or designee prohibiting an individual from entering or remaining on school property for a specified period or under specified conditions consistent with applicable law.

2.10 School Official means the Superintendent, administrators, district employees, and other individuals authorized by the Superintendent or district to carry out official responsibilities under this policy.

2.11 On or about school premises means in or on the grounds of any District school.

2.12 Open to the general public means a space that is freely accessible to a member of the general public or is freely accessible to an individual who has purchased a ticket, paid an entry fee, paid a membership fee, or otherwise paid for access to the facility. It does not include a space that is only accessible to District employees.

2.13 Changing room means a space designated for multiple individuals to dress or undress within the same space. It includes a locker room, shower room, dressing room, or fitting room and includes a restroom when the changing room contains or is attached to the restroom.

2.14 Sex means an individual's biological sex, either male or female, at birth, according to distinct reproductive roles as manifested by: (a) sex and reproductive organ anatomy; (b) chromosomal makeup; and (c) endogenous hormone profiles.

2.15 Female means the characteristic of an individual whose biological reproductive system is of the general type that functions in a way that could produce ova.

2.16 Male means the characteristic of an individual whose biological reproductive system is of the general type that functions to fertilize the ova of a female.

2.17 Sex-designated means designated specifically for males or females and not the opposite sex.

3.0 ~~DISRUPTION OF LAWFUL ASSEMBLY~~ MODIFIED PUBLIC FORUM

3.1 ~~No person(s) may willfully engage in disruptive activity or disrupt a lawful assembly on the property of any school in the District.~~All school property has been designated as modified public forums after school hours. However, during school hours all school property is dedicated to the sole and exclusive purpose of providing education to school students then attending school. No visitor, whether a student's parents or other persons, shall have access to a school unless express permission is granted as provided in section 4.0.

~~3.2 Disruptive activity includes:~~

~~3.2.1 Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building, or while on school property, without authorization from school administration.~~

~~3.2.2 Seizing control of any building or portion of a building for the purpose of interfering with any administrative, educational, research, or other authorized activity.~~

~~3.2.3 Preventing, attempting to prevent, or disrupting, by force or violence or the threat of violence, any lawful assembly authorized by the school administration.~~

~~3.3 A lawful assembly is disrupted when any person in attendance is rendered incapable of participating in the assembly due to reasonable fear or use of force or violence.~~

4.0 ~~FREE SPEECH~~CAMPUS VISITORS

4.1 ~~Nothing herein shall be construed to infringe upon any right of free speech or expression guaranteed by the Constitutions of the United States of the State of Utah.~~All persons who are not students or district employees who visit or enter upon school property shall report immediately to the school administrative offices for authorization by the Principal or his or her designee to be present at the school. Identification shall be required of any person on the property.

4.2 Authorization shall not be given if the Principal or his or her designee determines in his or her discretion that one of the following is true:

4.2.1 The person's presence will likely cause fear for the safety of another.

4.2.2 The person intends to cause annoyance or injury to a person or damage to property on the school property.

4.2.3 The person intends to participate in or instigate conduct or activity which constitutes a crime.

4.3 Each school shall, through the use of signs and fences or other enclosures, exclude trespassers from the school ground.

4.4 In the absence of express permission, all visitors to the school shall be deemed to be trespassers on school property and subject to immediate removal by the school or school district.

5.0 ~~LOITERING~~CRIMINAL TRESPASS ON SCHOOL PROPERTY

5.1 ~~Any person loitering on school property after being advised to leave by the person in charge shall be guilty of a misdemeanor and upon conviction shall be subject to a fine, as established by law.~~The Board, a school official, or an individual with apparent authority to act for a school official may refuse to allow persons having no legitimate business to enter on property under the Board's control and may eject any undesirable person from the property on his or her refusal to leave peaceably on request. Identification may be required of any person on the property.

5.2 ~~For purposes of this provision, "school property" shall include the grounds of any public school and any grounds or buildings used for school-sponsored activities.~~An individual is guilty of criminal trespass upon school property if the individual does either of the following:

5.2.1 Enters or remains without authorization on school property if notice against such entry or remaining has been given by (a) personal communication by a school official or an individual with apparent authority to act for a school official, or (b) the posting of signs reasonably likely to come to the attention of a trespasser, or (c) fencing or other enclosure obviously designed to exclude trespassers, or (d) a current order of suspension or expulsion.

5.2.2 Enters or remains unlawfully upon school property and (a) intends to cause injury or annoyance to a person or damage to property, or (b) intends to commit a crime, or (c) is reckless as to whether the person's presence will cause fear for the safety of another.

5.3 Criminal trespass on school property is a class B misdemeanor.

6.0 ~~TRESPASSING~~DISRUPTION OF CLASSES

6.1 ~~The Board or its authorized representative may refuse to allow persons having no legitimate business to enter on property under the Board's control and may eject any undesirable person from the property on his refusal to leave peaceably on request. Identification may be required of any person on the property. Violation of this section is a class B misdemeanor. School officials may bar an individual from school property by serving a Notice of Barment. Any person found on school property after barment may be prosecuted as a trespasser.~~No person shall be permitted, on school property, to willfully disrupt, alone or in concert with others, the conduct of classes or other school activities.

6.2 Conduct which disrupts the educational activities of a school includes:

6.2.1 Emissions by any means of noise of an intensity which prevents or hinders classroom instruction.

6.2.2 Enticement or attempted enticement of students away from classes or other school activities which students are required to attend.

6.2.3 Prevention or attempted prevention of students from attending classes or other school activities which students are required to attend.

6.2.4 Entrance into a classroom without consent of either the principal or teacher and either through acts of misconduct and/or use of loud or profane language causing disruption of class activities.

7.0 ~~INTOXICANTS AND ILLEGAL SUBSTANCES~~DISRUPTION OF SCHOOL OPERATION

7.1 ~~No person(s) may possess any intoxicating beverage for consumption, sale, or distribution, or be under the influence of alcohol while on the grounds or in a building of any school in the District or while entering or inside any enclosure, field, or stadium where any athletic event sponsored or participated in by a school in the District is being held.~~No person may disrupt the operation of a school. A person is guilty of disrupting the operation of a school if the person, after being asked to leave by a school official, remains on school property for the purpose of encouraging or creating an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

7.2 ~~Possession or use of illegal drugs on school grounds is prohibited.~~Examples of disrupting operation of a school include:

7.2.1 Obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building, or while on school property, without authorization from school administration.

7.2.2 Seizing control of any building or portion of a building for the purpose of interfering with any administrative, educational, research, or other authorized activity.

~~7.3 Smoking on school grounds is prohibited.~~

8.0 ~~DANGEROUS MATERIALS~~DISRUPTION OF MEETING OR GATHERING

8.1 ~~No person shall possess a weapon, explosives, flammable material, or other dangerous material on any school district property unless such possession has been approved by the responsible school administrator. Violation of this section is a class B misdemeanor unless a higher penalty is prescribed in Title 76, Utah Code Annotated.~~No person may disrupt a lawful meeting or gathering on the property of any school in the District. A person is guilty of disrupting a meeting if, intending to prevent or disrupt a lawful meeting or gathering, he or she obstructs or interferes with the meeting or gathering by physical action, verbal utterance, or any other means.

9.0 ~~MODIFIED PUBLIC FORUM~~DISORDERLEY CONDUCT AT OFFICIAL MEETING

9.1 ~~All school buildings have been designated as modified public forums after school hours. However, during school hours all school buildings are dedicated to the sole and exclusive purpose of providing education to school students then attending school. No person visiting the schools shall have access to the schools unless express permission is granted as provided below.~~No person may, with intent to cause or recklessly creating a risk of causing public inconvenience, annoyance, or alarm, make unreasonable noises in a public meeting, or in a private place that can be heard in an official meeting. No person may, with intent to cause or recklessly creating a risk of causing public inconvenience, annoyance, or alarm, obstruct pedestrian traffic in an official meeting. No person may refuse to comply with the lawful order of a law enforcement officer to move from an official meeting. Such actions constitute disorderly conduct and may be reported to law enforcement.

10.0 ~~NOTICE TO SCHOOL PRINCIPAL AND PERMISSION TO ATTEND~~ALCOHOLIC BEVERAGES

10.1 ~~All parents, guardians, or other persons having any business to conduct on school property during school hours must check into the school Principal's office and obtain express permission from the Principal or other school administrator to be present on school premises during school hours. In the absence of express permission, all visitors to the school shall be deemed to be trespassers on school property and subject to immediate removal by the school district.~~No person may possess any alcoholic beverage for consumption, sale, or distribution, or be under the influence of alcohol while on the grounds or in a building of any school in the District or while entering or inside any building, park or stadium which are being used for an activity sponsored by or through any part of the District.

11.0 TOBACCO PRODUCTS AND ELECTRONIC CIGARETTES

11.1 The use of tobacco products and electronic cigarette products is prohibited on school property or at school activities.

12.0 WEAPONS OR DANGEROUS MATERIAL

12.1 No person shall possess a dangerous weapon that in the manner of its use or intended use is capable of causing death or serious bodily injury or a firearm on or about school premises except:

12.1.1 Persons exempt from weapons laws by state statute (law enforcement officers and others)

12.1.2 Persons authorized to possess a concealed firearm by state statute (concealed weapons permit holders and others). However, persons under age 21 with a concealed firearm permit or provisional concealed firearm permit are not permitted to carry a concealed firearm on or about school property.

12.1.3 Persons whose possession has been previously approved by the responsible school administrator, or where the person responsible for the possession or use of the weapon is in possession or control of the weapon and it is present or to be used in connection with a lawful, approved activity.

12.2 Concealed carry permit holders must carry the firearm in a concealed manner unless they are lawfully responding to an active threat consistent with law.

12.3 Possession of a dangerous weapon on or about school premises is a class B misdemeanor, unless the dangerous weapon is a firearm, which is a class A misdemeanor.

12.4 No person shall possess an explosive, chemical, or incendiary device or parts, as defined in Utah Code § 76-15-210 and Utah Code § 76-15-211, on any District property or in those parts of a building, park, stadium or other structure which are being used for an activity sponsored by or through the District. Unlawful possession of the items or materials in the circumstances prohibited by this section is a criminal offense punishable under state law.

13.0 RESTRICTIONS ON USE OF ELECTRONIC DEVICES

13.1 Guest use of an electronic device on school premises, at a school-sponsored activity, through equipment provided by a District educational services provider, or by use of school connectivity to access inappropriate matter is prohibited. It is also illegal, may have criminal consequences, and shall be reported to law enforcement.

13.2 Guests are prohibited from using any electronic device on school premises or at a school-sponsored event in any way which would cause invasions of the reasonable privacy expectations of others. Guests are specifically prohibited from making any type of recording (still photo, video, or audio) in private areas such as locker rooms, washrooms, and dressing areas. The prohibition against using an electronic device in a way that invades the reasonable privacy interests of others also includes using an electronic device carried by a student that allows a guest or parent to monitor the student and those around the student through audio or video means. Such monitoring is prohibited.

13.3 While on school premises, at a school-sponsored activity, or when using school connectivity, guests are prohibited from using an electronic device to bully, humiliate, harass, or intimidate students, school employees, or other guests, and from using electronic devices in any way which violates local, state, or federal laws. Guests are also prohibited from using an electronic device in a way that significantly impairs academic excellence.

14.0 RESTRICTIONS ON USE OF SEX-DESIGNATED CHANGING ROOMS

14.1 Whenever an operational sex-designated changing room in a District facility has been made open to the general public, an individual may only access the changing room if the individual's sex corresponds with the sex designation of the changing room or if the individual has both legally amended the individual's birth certificate to correspond with the sex designation of the changing room and has also undergone a primary sex characteristic surgical procedure to correspond with the sex designation of the changing room.

14.2 This restriction does not apply to:

14.2.1 An intersex individual (as defined by Utah Code § 26B-8-101(16));

14.2.2 A minor child who requires assistance to access or use the changing room that corresponds with the child's parent, guardian, or relative;

14.2.3 A dependent minor or dependent adult who requires assistance to access or use the changing room that corresponds with the sex of a caretaker;

14.2.4 An individual who is providing public safety services (law enforcement, emergency medical services, or fire protection); or

14.2.5 An individual whose employment duties include the maintenance or cleaning of the changing room.

14.3 Unless prohibited by Utah Code § 53G-8-211 (relating to school-related conduct by minors), the school or District shall contact law enforcement upon receiving a complaint or allegation that the restriction on use of sex-designated changing rooms has been violated or upon receiving an allegation of any of the following offenses within a sex-designated changing room: lewdness as described in Utah Code § 76-5-419, lewdness involving a child as described in Utah Code § 76-5-420, voyeurism as described in Utah Code § 76-12-306, recorded or photographed voyeurism as described in Utah Code § 76-12-307, distribution of images obtained through voyeurism as described in Utah Code § 76-12-308, loitering in a privacy space as described in Utah Code § 76-12-309, or criminal trespass as described in Utah Code § 63G-31-302(3).

15.0 REFERENCE TO ADMINISTRATIVE GUIDELINES

Utah Code § 26B-8-101(16)
Utah Code § 53-5a-108
Utah Code § 53-5a-303
Utah Code § 53-5a-304
Utah Code § 53-5a-305
Utah Code § 53-22-105
Utah Code § 53G-8-211
Utah Code § 53G-8-602
Utah Code § 53G-8-603
Utah Code § 53G-8-704(5)
Utah Code § 53G-10-103
Utah Code § 63G-31-101
Utah Code § 63G-31-302
Utah Code § 63G-21-304(1)
Utah Code § 68-3-12.5
Utah Code § 76-5-419
Utah Code § 76-5-420
Utah Code § 76-5c-208
Utah Code § 76-9-102
Utah Code § 76-9-102
Utah Code § 76-9-103
Utah Code § 76-9-106
Utah Code § 76-9-110
Utah Code § 76-9-1101
Utah Code § 76-11-205
Utah Code § 76-12-306
Utah Code § 76-12-307
Utah Code § 76-12-308
Utah Code § 76-12-309
Utah Code § 76-15-210
Utah Code § 76-15-211
Utah Code § 77-23a-4

Utah Admin. Code R277-495-2
Utah Admin. Code R277-495-4

Adoption Date: **November 02, 1993**
Last Revised: **September 9, 2026**
Last Approved: **November 13, 2007**
Policy Office: **REVISES POLICY 010.0025 CONDUCT ON SCHOOL PREMISES (LAST APPROVED 11-2-93)**

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: **Ryan Maughan**

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: **09/08/2026**

Re: **Safe Schools, Conduct, and Discipline**

Recommendation: The policy committee is recommending that the Uintah School Board approve policy 007.0225 Safe Schools, Conduct, and Discipline on 1st reading.

Background (rationale):
Legislation and the Utah State Board of Education have made additions including electronic cigarette definition and requirements. Serious offenses additional descriptions, court referral requirements for alcohol, drugs, and electronic cigarettes (3rd offense). Changes in reintegration plan requirements (7 days rather than 5) and additional information specific to Emergency Safety Interventions (ESI-Seclusion and Restraint)

Personnel Implications: Provide copy to parent/student at enrollment

Facility Implications: Posting and reporting requirements

Financial/Budget Implications: None

Motion: **Motion to approve policy 007.0225 Safe Schools, Conduct and Discipline on 1st reading.**

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Policy: 007.0225

Section: Section 007 - Students

Safe Schools, Conduct, and Discipline (1st Reading)

1.0 GENERAL POLICY STATEMENT

1.1 The purpose of the policy is to foster a safe, positive learning environment by teaching the practice of self-discipline, citizenship skills, and social skills. It is Uintah School District's philosophy that students learn these skills best through teaching and restorative practices and appropriate discipline. This policy is intended to guide administrators and teachers in providing appropriate interventions to address student misconduct while also ensuring that the health and safety of all students is not compromised. The focus of this policy is to teach students skills and conduct that will help them succeed not only in school but in life. The focus of this policy is to establish provisions governing student conduct, safety, and welfare.

1.2 It is the policy of Uintah School District that disruptive and unsafe student behavior is prohibited at school, on school property, including school vehicles, and at any school activity. Violations of this Policy may result in discipline of the student engaged in prohibited conduct, as defined in this Policy, up to and including expulsion. Students may also be disciplined for prohibited conduct that occurs off campus under certain circumstances outlined in the Policy.

1.3 A copy of this Policy shall be provided to each student upon enrollment and to the student's parent or guardian. The Policy shall be posted in a prominent place in each District school. Significant revisions shall be posted and the revised Policy distributed to students in each school.

2.0 DEFINITIONS

"Aggravating factor" means facts surrounding an incident of prohibited conduct which guides an administrator to increased discipline. Examples of these factors may include prior incidents of prohibited conduct, whether there was a victim, and the student's level of accountability in taking responsibility for the prohibited conduct.

"Administrative transfer" means reassignment of a student from one District school, campus, or academic program to another District school, campus, or academic program.

"Civil Rights Violation" means prohibited conduct that is based on a person's membership in a protected class. A civil rights violation includes Discriminatory Harassment.

"District contract" means an agreement between a student and District officials wherein the District allows the student to be readmitted to school following a suspension for prohibited conduct, and the student agrees to comply with District rules and expectations outlined in this Policy and refrain from the specific prohibited conduct in which they engaged.

"Due process" means, for the purpose of this Policy, notice of allegations of misconduct and an opportunity to respond to the allegations. The amount of due process to which a student is entitled varies depending on how much of the student's property interest in an education (ie, their right to be in school) is being taken away.

"Electronic cigarette product" has the meaning provided by Utah law, including Utah Code §§ 53G-1-103 and 76-9-1101.

~~"~~**Expulsion"** ~~means removal from the District for not less than one full year without educational services provided.~~ "Expulsion" means termination of the student's status as a student enrolled in the District. Expulsions will be reviewed no less than every 45 days.

"Habitual disruptive behavior" means using foul, abusive, or profane language while engaged in school activities consistently and repeatedly over time or showing a disregard for rules by consistently and repeatedly failing to comply with directives from school staff.

"Interim Alternative Educational Setting" (IAES) means a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred for a period of up to 45 school days.

"Look-alike weapon" means any object, instrument, or toy that appears in the discretion of the administrator, to resemble an actual weapon such that a reasonable person might perceive it to be an actual weapon.

"Mitigating factor" means facts surrounding an incident of prohibited conduct which guides an administrator to decreased discipline. Examples of these factors include but are not limited to, first-time offense, attitude of remorse, and no one was hurt.

"Multi-Disciplinary Team" means two or more individuals: who are qualified in two or more separate disciplines or professions

"Prohibited Conduct" means conduct that is considered disruptive or poses a safety risk to students, and which may be the basis of school discipline or intervention.

"Restorative Practices" means student interventions that focus on the rehabilitation of students engaged in prohibited conduct through possible reconciliation with victims and the community at large.

"Risk assessment" means a formal evaluation administered by qualified individuals, who have been trained to administer and interpret as an assessment to determine the level of risk a student poses to himself and/or others.

"Safe School Violation" means prohibited conduct described in Section 4.0 of this Policy, as well as any other prohibited conduct that results in harm or threatened harm to another student or employee.

"Safety Plan" means a plan put in place for students involved in bullying, hazing and/or harassment (discriminatory or sexual) or self-harm, intended to help students feel safe at school.

"School contract" means an agreement between a student and school administrator/s wherein the schools allows the student to remain in school or be readmitted to school following a suspension for prohibited conduct, and the student agrees to comply with the District's student conduct rules and expectations as outlined in this Policy, and refrain from the specific prohibited conduct in which the student engaged.

"School threat" means threatening either explicitly or implicitly, to commit harm to multiple students, faculty, or staff associated with a school at USD, or threatening (explicitly or implicitly) to bring to school a weapon capable of inflicting serious bodily injury to multiple students, faculty or other staff. Student intent is irrelevant.

~~**"Suspension"** means removal from the classroom for more than ½ a school day. In- school suspensions are considered suspensions. Suspensions can be short-term (10 days or less) or long-term (more than 10 days).~~ **"Suspension"** means removal of a student from the student's regular classroom assignment for a definite period of time. "Short-term suspension" means an out-of-school suspension for ten (10) school days or less. "Long-term suspension" means an out-of-school suspension for more than ten (10) school days.

"In-school suspension" means a temporary removal from the student's regular classroom for at least one-half school day while the student remains under the direct supervision of school personnel.

"Out-of-school suspension" means removal of the student from school grounds for disciplinary reasons, subject to applicable IDEA and Section 504 definitions and protections.

"Serious offense" means a violent felony as defined in Utah Code § 76-3-203.5, theft of a firearm under Utah Code Title 76, Chapter 6, Part 4, or an offense under Utah Code Title 76, Chapter 11, Weapons.

"Sexual crime or sexual misconduct" means conduct described in Utah Code Title 76, Chapter 5, Part 4; Title 76, Chapter 5b; or Utah Code § 76-7-102.

"Threat Management Team" is a team comprised of District officials, law enforcement, and representatives from juvenile court that meets monthly to review the status of students who have engaged in safe schools violations. Members of the Threat Management Team ("Team") have been designated as "school officials" under the Family Education Rights to Privacy Act (FERPA), 33 C.F.R. 99.31, and appropriate notice has been provided to parents of this designation. Agencies with representatives on the Team who are not District employees have entered into a Memorandum of Understanding governing the confidentiality of student information from these meetings.

"Dangerous Weapon" means a firearm* or an object that in the manner of the object's use or intended use is capable of causing death or serious bodily injury.

3.0 GROUNDS FOR SUSPENSION AND EXPULSION

3.1 The following are general bases for suspensions, pursuant to Utah Code Ann. § 53G-8-205. In determining appropriate discipline, including length of suspensions or alternatives to suspension, this will be done at the school administrator level.

3.2 A student may be suspended from school for the following prohibited conduct:

3.2.1 Frequent or flagrant willful disobedience, defiance of proper authority, including refusal to attend school (truancy), or disruptive behavior, including the use of foul, profane, vulgar, or abusive language.

3.2.2 Willful destruction of school property.

3.2.3 Behavior or threatened behavior which poses an immediate and significant threat to the welfare, safety, or morals of other students or school personnel or the school's operation, including but not limited to fighting, inappropriate exposure of body parts; and taking or sharing obscene, pornographic, lewd, illegal or otherwise inappropriate images.

3.2.4 Possession, control, or use of alcohol and/or drugs.

3.2.5 Behavior which threatens harm or actually does harm to the school or property, a person associated with the school, or property associated with the person associated with the school, including but not limited to fighting and theft of property.

3.2.6 Violations of any of the following:

- Bullying
- Discrimination
- Sexual Harassment
- Tobacco/E-cig/Alcohol use
- Gang-related activity

3.2.7 Any electronic cigarette product found in the possession or control of a student on school property or at a school activity shall be confiscated and disposed of as required by law. If the product is suspected to

contain or be used to consume an illegal controlled substance, a school administrator may release it to law enforcement upon request as part of an investigation or action.

3.3 A student shall be suspended from school for the following prohibited conduct, which are considered safe school violations:

3.3.1 The sale or distribution of a controlled substance (or an imitation controlled substance) or drug paraphernalia, or participating in any part of the distribution chain.

3.3.2 The use of force (or threatened use of force) which, if committed on an adult, would be a felony or class A misdemeanor.

3.3.3 Making a false report of an emergency.

3.4 A student shall be expelled from school for the following prohibited conduct, which are considered safe school violations, however, the expulsion may be modified to a suspension (short or long term) or may result in removal to an Interim Alternative Education Setting (IAES) following a safe school hearing.

3.4.1 Possession, control, or use (actual or threatened) of a real weapon, explosive, or noxious or flammable material

3.4.2 Actual or threatened use of a look-alike weapon with intent to intimidate another person or to disrupt normal school activities

3.4.3 A substantiated school threat

3.5 School administrators may suspend a student for less than ten (10) school days but may only recommend long-term suspension (ten days or more).

3.6 A student who has been recommended for long-term suspension is entitled to a hearing before USD Special Programs Director.

3.7 Administrators may refer the following prohibited conduct for a long-term suspension and hearing before USD Special Programs Director, taking into consideration the aggravating and mitigating factors of the specific situation:

3.7.1 Distribution of drugs or intent to distribute.

3.7.2 3rd offense of possession of drugs, alcohol, tobacco, or e-cigarette. (Required court referral of a minor)

3.7.3 Fighting, depending on aggravating factors, such as, but not limited to resulting injury, premeditation, repeat offender.

3.7.4 School threats.

3.7.5 Discriminatory Harassment

3.7.6 Sexual Harassment or Sexual Misconduct (*Administrators shall consult with the Title IX Coordinator).Allegations of sexual harassment shall be addressed under the District's Title IX/Sexual Harassment policy and grievance procedures; where those procedures apply, they govern the determination of responsibility before disciplinary sanctions are imposed for sexual harassment.

3.7.7 Possession or threatened use of weapons or look-alike weapon.

3.7.8 Possessing, soliciting under duress, or distribution of nude or semi-nude images of students or minors.

3.7.9 Extreme vandalism

3.7.10 Habitual disruptive behavior.

3.8 Referrals should be made only after a thorough investigation and documentation of the incident and in consultation with Special Programs.

3.9 Off-Campus Conduct. Students may be disciplined for prohibited conduct that occurs off campus if any of the following criteria are met:

3.9.1 There is a connection between the proximity or timing of the conduct in relation to the student's attendance at school or a school-sponsored activity; or

3.9.2 The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from the extracurricular activity; or

3.9.3 The conduct has a direct connection to attendance at school or a school- sponsored activity, such as a plan or agreement made on campus to engage in conduct off campus that would violate this policy if it occurred on campus; or

3.9.4 The conduct includes speech or expression, including cyberbullying, that materially and substantially disrupts the operation of the school, or the school administration reasonably anticipates that the expression is likely to materially and substantially disrupt the operation of the school; or

3.9.5 The conduct involves the theft or vandalism of school property; or

3.9.6 The conduct involves bullying or harassment and occurs while the student is traveling to or from school or a school-sponsored event, including on a bus, at a bus stop, or traveling to or from the bus or bus stop; or

3.9.7 The conduct involves hazing as an initiation into a school club or team.

3.10 SERIOUS OFFENSES AND SEXUAL CRIMES

3.10.1 When a student commits a serious offense or sexual crime or sexual misconduct on school property, the impact of the misconduct on the school or school facility shall be considered in determining discipline and conditions for return to school. If a violent felony is directed at another student or a school employee, the student may not return to a school where the victim attends or works.

3.10.2 When a serious offense or sexual crime or sexual misconduct is committed in connection with hazing, discipline shall include loss of membership in or participation with the related team, organization, program, club, or event and, unless a specific substantial justification is established otherwise, permanent ineligibility to participate in District extracurricular activities or associations.

3.10.3 A student suspended or expelled for a serious offense or sexual crime or sexual misconduct shall have a reintegration plan established in accordance with Section 5.7.

4.0 DUE PROCESS

4.1 Short-term suspensions (less than 10 school days)

4.1.1 Suspensions for less than ten (10) school days require notice and an opportunity to be heard prior to removal. This may be as simple as communication with the student in which the administrator tells the student what the student is alleged to have done and asks the student for their side of the story.

4.1.2 A student may be suspended for up to ten consecutive school days before more formal due process is required.

4.2 Long-term suspensions (10+ days) or expulsion

4.2.1 Students recommended for long-term suspensions and expulsions are entitled to more formal due process including notice and an opportunity for a District hearing.

4.2.2 The notice must be given to parents within 24 hours of removal from school and must include:

4.2.2.1 A summary of the allegations;

4.2.2.2 Rule or policy that was violated that led to the recommendation for long-term suspension (tied to policy);

4.2.2.3 Procedural rights; and

4.2.2.4 Status, pending request for hearing.

4.3 If requested, a hearing shall be held at the District Office. The following procedures will apply:

4.3.1 District Special Programs will notify parent time, date, and place of the District hearing.

4.3.2 The hearing will be recorded.

4.3.3 The student's parents/guardians are strongly encouraged but not required to attend. The student may bring an attorney. If the student brings an attorney, the District will also have the opportunity for an attorney to be present.

4.3.4 A school administrator will present evidence of the student's misconduct, including information gathered from a thorough investigation. Student witness statements may be read for the record, summarized, or relied upon, but student witness' names are kept confidential to the extent possible.

4.3.5 Students will have the opportunity to present evidence and to respond to the allegations.

4.3.6 Following the hearing, the Special Programs will inform student/parents of the decision. A letter will be provided to the school and to the student/parents.

4.3.7 Hearing officers' decisions may include readmission to school, the implementation of a District contract, placement at an (IAES), enrollment in Uintah Online, or long-term suspension. Hearing officers may also recommend restorative practices in lieu of or in conjunction with removal from school. Decisions may also include administrative transfer to another District school, campus, or academic program when appropriate and lawful.

4.3.8 Appeal- A student or student's parents may appeal the written findings and decision of the Special Programs Director to the Superintendent by submitting a written request for an appeal to the Superintendent within ten (10) school days of the hearing and decision.

4.4 The Uintah School Board delegated the authority to expel to the superintendent or designee.

5.0 PROCEDURES FOR SUSPENSION/EXPULSION

5.1 When a student is suspended from school, the administrator will contact parents immediately. Elementary school students who are suspended will remain at school until a parent/guardian or a designee of the parent/guardian picks the student up.

Middle school and high school students who are suspended may either leave school immediately with parent permission or wait to be picked up by a parent/guardian or designee.

5.2 If a student is being put on a short-term suspension (less than 10 days), notice must be given to parents with the following information:

5.2.1 that the student has been suspended;

5.2.2 the grounds for the suspension;

5.2.3 the period of time for which the student is suspended; and

5.2.4 a suggested time and place for the parent to meet with the administrator to review the suspension.

5.3 Parents are strongly encouraged to meet with the administrator prior to readmission of the student to discuss a plan to avoid recurrence of the prohibited conduct. If parents cannot meet with administrators prior to the end of the suspension term, the administrator will meet with the student without the student's parents to discuss a plan to avoid recurrence of the prohibited conduct.

5.4 If a school administrator is recommending a long-term suspension for any prohibited conduct administrators will refer the matter to Special Programs.

5.5 A threat assessment may be required if the student has engaged in a safe school violation.

5.5.1 Threat assessment results may be used at a hearing to inform of the appropriate placement for the student.

5.5.2 A student who has completed a threat assessment may be referred to the District's Threat Management Team.

5.5.3 If a parent of a student who has engaged in a safe school violation refuses to provide consent, the District may either assume the student is high risk and place the student appropriately.

5.6 SAFETY PLANS

5.6.1 If a student was harmed or threatened harm from bullying, harassment (including Discriminatory Harassment and Sexual Harassment), or self-harm, a safety plan shall be implemented for that student.

5.6.2 The safety plan shall at a minimum include an adult point of contact for any student who was harmed or threatened harm.

5.6.3 The safety plan shall separate a student who engaged in the bullying or harassment from the student who was harmed or threatened harm. Schedule changes may be necessary for the student who is alleged to have engaged in bullying or harassment.

5.6.4 The safety plan will be in place until the student who engaged in bullying or harassment or the students who were harmed or threatened harm, or both, are no longer students at the school.

5.6.5 A Safety Plan is considered a supportive measure.

5.6.6 A safety plan should be developed by an administrator with the support of the school counselor and Student Services if necessary.

5.7 REINTEGRATION PLANS

5.7.1 ~~If the District receives a notification from the juvenile court or a law enforcement agency that a student was arrested for, charged with, or~~

~~adjudicated in juvenile court for a violent felony or an offense in violation of Title 76, Chapter 10, Part 5, Weapons, the school shall develop a reintegration plan for the student with a multidisciplinary team, the student, and the student's parent or guardian, within five school days after the day on which the school receives a notification.~~ If the District receives notification from a juvenile court or law enforcement agency that a student has been arrested for, charged with, or adjudicated for a serious offense, the school shall, unless the offense is a forcible felony, develop a reintegration plan with a multidisciplinary team, the student, and the student's parent or guardian within seven (7) school days after receiving the notification while school is in session. If the notification is received during summer break, the plan shall be developed within seven (7) school days after school resumes. For a forcible felony, the District may elect not to reintegrate the student, but shall provide alternative education options if the student is not reintegrated.

5.7.2 The multidisciplinary team will consist of the District Director of Special Programs, the juvenile court, the Division of Juvenile Justice Services, and any other relevant party that should be involved.

5.7.3 The reintegration plan shall address the following:

5.7.3.1 a behavioral intervention plan for the student;

5.7.3.2 a short-term mental health or counseling service for the student; and

5.7.3.3 an academic intervention for the student.; and

5.7.3.4 if the violent felony was directed at a school employee or another student within the school, notification of the reintegration plan to that school employee or student and the student's parent.

5.7.4 A student may not be reintegrated into a school where a student or staff member has a protective order against the student or where a student or staff member is the victim of a violent felony committed by the student. The school may deny admission until the reintegration plan is completed. The reintegration plan shall remain in effect for an entire school year or 180 days from implementation, or for so long as the multidisciplinary team determines the plan is necessary. If the student is on probation, the plan shall include notice of the probation status to the school resource officer at the school the student attends.

5.7.5 The District shall digitally maintain the secure cumulative information regarding the juvenile-court or law-enforcement notification and, if available, the related reintegration plan for one year after receiving the notification and shall ensure that the secure information follows the student if the student transfers to another school or local education agency.

~~A school district may not reintegrate a student into a school where:~~

~~• student or staff member has a protective order against the student being reintegrated; or~~

~~• a student or staff member is the victim of a sexual crime committed by the student being reintegrated unless the victim consents~~

~~.~~5.8 DISRUPTIVE STUDENT BEHAVIOR NOTICES

5.8.1 A principal or designee shall issue a Notice of Disruptive Student Behavior to a student nine (9) years of age or older who engages in disruptive student behavior that does not result in suspension or expulsion three times during the school year, or that results in suspension or expulsion once during the school year.

5.8.2 The notice shall include available resources; require the student and a parent to meet with school authorities and cooperate in correcting the behavior; explain the procedure to contest the notice; be mailed by certified mail to, or served on, the parent; and be retained with related documentation by the school.

5.8.3 A habitual disruptive student behavior notice may be issued by the principal, principal's designee, or District Administrator to a student nine (9) years of age or older who, during the school year: (a) engages in disruptive behavior not resulting in suspension or expulsion at least six times; (b) engages in such behavior at least three times and also engages in behavior resulting in suspension or expulsion at least once; or (c) engages in behavior resulting in suspension or expulsion at least twice. Within five (5) days after issuance, the District shall provide the parent documentation of efforts made by the designated counselor or representative to resolve the behavior problem.

5.9 ALCOHOL AND DRUG VIOLATIONS

5.9.1 Each student found in violation of District alcohol or drug requirements shall be provided information regarding available drug and alcohol counseling, rehabilitation, and re-entry programs. School personnel shall make parent disclosures regarding suspected chemical or alcohol abuse as required by law without disclosing the identity of the person who reported the suspected abuse, except as permitted by law.

5.10 EDUCATION DURING LONG-TERM SUSPENSION OR EXPULSION

5.10.1 When a student is suspended for more than ten (10) school days or expelled, the student's parent or guardian is responsible for undertaking an alternative education plan. The parent or guardian shall work with designated District officials to determine how the student's education will continue through District alternatives, private education, or other appropriate options. For a suspended or expelled student under age sixteen (16), the District shall contact the parent at least monthly to determine the student's educational progress. The District shall maintain a record of suspended and expelled students as required by law.

6.0 INVESTIGATIONS

6.1 Administrators will document all investigations of prohibited conduct in the District's student information system and will identify the incident appropriately.

6.2 Investigations of formal complaints of Bullying and all allegations of Discriminatory Harassment must be documented using the Bullying Investigation Forms.

6.3 Prohibited Conduct that is Also Criminal:

6.3.1 Investigations of criminal conduct that occurred ON campus should be coordinated with the School Resource Officer (SRO). Whenever possible, administrators should conduct student interviews jointly with law enforcement so as not to duplicate an investigation.

6.3.2 Searches and interrogations where an SRO is present, but initiated by and led by an administrator, will comply with administrator and school standards in accordance with the District policy.

6.3.3 Investigations of criminal conduct that occurred OFF campus should be coordinated with local law enforcement.

6.3.4 Where a criminal investigation is being conducted by law enforcement and administrators have been directed by law enforcement to suspend further investigation, the school administrator will work with District administrators to determine the appropriate placement of the student pending the criminal investigation.

6.3.5 The District will work with local law enforcement to facilitate a speedy investigation to allow the school to proceed with its investigation as soon as practically possible.

6.3.6 If law enforcement has interviewed students in connection with prohibited conduct that is the subject of this Policy, administrators will request copies of those interviews as part of the school investigation.

6.3.7 District Law Enforcement Relations Protocol will be followed when law enforcement is involved with Uintah District schools.

6.3.8 If a minor is found on school grounds when school is in session or at a school-sponsored activity in possession of a dangerous weapon and that information is reported to, or known by, a school employee, the school employee shall notify the principal. Upon notification by a school employee, the principal shall notify: a law enforcement officer or agency; and school or District personnel if the principal determines that school or District personnel should be informed.

6.4 JUVENILE COURT / LAW-ENFORCEMENT INFORMATION

6.4.1 Within three (3) days after receiving qualifying juvenile-court or law-enforcement notice regarding a student's temporary custody, adjudication, or court disposition for a serious offense, the superintendent or designee shall provide the required information to the principal of the school the student attends or last attended. The principal shall maintain the information in a secure file separate from the student's permanent file and, with the multidisciplinary team, use an evidence-based threat assessment approved by the State Board of Education to assess risk. Information shall be shared only with staff who need the information for safety purposes and shall not intentionally be made public.

6.5 STUDENT TAKEN INTO CUSTODY

6.5.1 The District shall permit a student to be taken into custody pursuant to a juvenile-court order or lawful arrest; by law enforcement when legally authorized; by a probation officer when legally authorized based on a probation violation; or by an authorized governmental representative, law-enforcement officer, or juvenile probation officer when otherwise authorized by law to protect the student's physical health or safety or the physical health or safety of others.

7.0 STUDENTS WITH DISABILITIES

7.1 ~~If a student has a qualified disability, the school administrator will explain the separate procedures that may apply based on the procedural safeguards under the Individuals with Disabilities in Education Act (IDEA) or Section 504 of the Rehabilitation Act.~~If a student is eligible for services under IDEA or Section 504, or the District has a basis of knowledge that the student may be a student with a disability, discipline shall comply with applicable federal and state disability law and District special education procedures. Before discipline that may constitute a change of placement, the District shall apply applicable cumulative-removal rules, provide required procedural safeguards, conduct a manifestation determination within required timelines, and provide required educational services. A student with a disability may be placed in an interim alternative educational setting for up to forty-five (45) school days for weapons, illegal drugs/controlled substances, or serious bodily injury as permitted by IDEA. District Special Programs shall be consulted whenever these protections may apply.

8.0 EMERGENCY SAFETY INTERVENTIONS (RESTRAINT AND SECLUSION) ~~RESTRAINT~~

8.1 School personnel may use reasonable physical restraint, if necessary, to:

8.1.1 obtain possession of a weapon or other dangerous object in the possession or under the control of a student;

8.1.2 protect a student or another individual from physical injury;

8.1.3 remove from a situation a student who is violent; or

8.1.4 protect property from being damaged, when physical safety is at risk.

8.2 ~~Any use of physical restraint or seclusion must comply with district policy and will be documented on appropriate forms. All employees will receive yearly training.~~Emergency safety interventions (ESI), including physical restraint and seclusion, are emergency safety measures and shall not be used for discipline or punishment. ESI shall comply with Utah Code § 53G-8-301, Utah Admin. Rule R277-608, District ESI procedures, and evidence-based practices. School personnel shall use the least restrictive intervention reasonably available before restraint or seclusion, and shall terminate the intervention when the circumstances requiring it are no longer present or the student is in severe distress.

8.3 Mechanical restraint shall not be used except as permitted by law for protective, stabilizing, transportation, or law-enforcement purposes. Chemical restraint is prohibited. A student shall not be restrained in a prone or supine position, in a manner that obstructs the airway, or in a manner that adversely affects the student's primary mode of communication.

8.4 Physical restraint shall be used for the minimum time necessary and shall not continue beyond the shortest applicable limit established by law, District ESI training, or law-enforcement intervention without required release and reassessment. Seclusion may be used only by an ESI key employee when the student presents an immediate danger of serious physical harm, less restrictive interventions have failed, and the student is continuously supervised as required by law.

8.5 When an ESI is used, the school shall notify the student's parent or guardian immediately and in any event within fifteen (15) minutes, document the notice in the student information system, and provide or make available required ESI documentation. The District shall investigate alleged violations and take corrective action as required by law.

8.6 Employees who supervise students or may assist in managing student behavior shall receive required foundational behavior-support and de-escalation training. ESI key employees shall receive comprehensive ESI training before authorization and annually thereafter.

8.7 The District shall maintain an ESI Committee with membership and responsibilities required by law and rule, including monitoring ESI use, recommending professional development, supporting local dispute-resolution procedures, and ensuring required student-information-system, UTREx, and annual

state reporting. Any designated seclusion room shall comply with applicable approval, reporting, health, fire, and physical standards.

9.0 DISCIPLINARY RECORD

Disciplinary records shall be made available to parents or the student, whichever is appropriate, pursuant to the District's student records policy

10.0 EMPLOYEE LIABILITY

A professional school employee or student teacher is not personally liable for acts done within the scope of employment that involve the exercise of judgment or discretion, except in circumstances where, in disciplining a student, the employee uses excessive force.

Adoption Date: **April 13, 2010**
Last Revised: **September 9, 2026**
Last Reviewed Dates:
Prior Revised Dates: **04/13/2010, 6/20/2017, 12/11/2024**
Policy Origin: **REVISES 007.0225 SAFE SCHOOLS, CONDUCT AND DISCIPLINE POLICY (LAST APPROVED 08/18/2018)**
Next Review Date: **September 9, 2026**

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: Mindy Merrell, Support Services Director

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: September 9, 2026

Re: 007.0310 Student and Family Privacy (2nd Reading)

Recommendation: Approve Policy 007.0310 Student and Family Privacy on 2nd reading.

Background (rationale): This policy has been updated to ensure compliance with state and federal law. Revisions clarify parent notice and written opt-in consent requirements for surveys that collect protected information, including early warning program surveys, social-emotional learning surveys, and school climate surveys.

Policy Implications: None

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: None

Motion: Motion to approve Policy 007.0310 Student and Family Privacy on 2nd reading.

Dr. Rick Woodford, Superintendent ● **D. Troy Timothy, MBA,** Business Administrator
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Policy: 007.0310

Section: Section 007 - Students

Student and Family Privacy

1.0 ~~TESTING OR SURVEY PROHIBITED WITHOUT CONSENT~~ GENERAL POLICY STATEMENT

1.1 ~~The~~ Uintah School District recognizes the rights of parents and guardians to receive notice and provide ~~prohibits the administration to a student of any psychological or psychiatric examination, test, treatment, or any survey, analysis or evaluation without the prior~~ written consent ~~of the student's parent or legal guardian, in which the purpose or evident intended effect is to cause the student to reveal information, whether they information is personally identifiable or not concerning the student or any family member's:~~ before students are asked to disclose certain protected information through a psychological or psychiatric examination, test, treatment, survey, analysis, evaluation, or similar instrument.

~~1.1.1 Political affiliations or, except as provided under Section UCA 53G-10-202 or Rules of the State Board of Education, political philosophies;~~

~~1.1.2 Mental or psychological problems;~~

~~1.1.3 Sexual behavior, orientation or attitudes;~~

~~1.1.4 Illegal, anti-social, self-incriminating or demeaning behavior;~~

~~1.1.5 Critical appraisals of individuals with whom the student or family member has close family relationships;~~

~~1.1.6 Religious affiliation or beliefs;~~

~~1.1.7 Legally recognized privileged and analogous relationships, such as those with attorneys, medical professionals or ministers; and~~

~~1.1.8 Income, except as otherwise required by law.~~

1.2 ~~The prohibitions under Section 1.1 shall also apply within the curriculum and other school activities unless prior written consent of the student's parent or legal guardian has been obtained.~~ The District shall comply with applicable federal and state student privacy laws, including requirements related to surveys, protected information, early warning program surveys, surveys containing social emotional learning questions, and school climate surveys.

1.3 No student shall be required to participate in a survey or other covered instrument requiring parental consent unless the District has provided the required notice and obtained written parental consent.

1.4 The District shall not offer a reward to a student for participating in or administering a consequence to a student for not participating in, any psychological or psychiatric examination, test, treatment, survey, analysis, or evaluation subject to this policy.

2.0 DEFINITIONS

2.1 "Parent" means a parent or legal guardian.

2.2 "Protected Information" means information regarding a student or the student's family member concerning:

2.2.1 Political affiliations or, except as provided by law, political philosophies;

2.2.2 Mental or psychological problems;

2.2.3 Sexual behavior, sexual orientation, sexual attitudes, or gender identity;

2.2.4 Illegal, antisocial, self-incriminating, or demeaning behavior;

2.2.5 Critical appraisals of individuals with whom the student or family member has close family relationships;

2.2.6 Religious affiliation or beliefs;

2.2.7 Legally recognized privileged or analogous relationships. Including relationships with attorneys, medical professionals, or clergy; or

2.2.8 Income, except as required by law.

2.3 "Survey" means a survey, analysis, evaluation, questionnaire, form, or similar instrument administered to a student for the purpose of collecting information from the student.

2.4 "Survey associated with an early warning program" means a student survey administered as part of an early warning program described in Utah law.

2.5 "Survey containing social emotional learning questions" means a survey that asks students questions designed to gather information related to the process through which students acquire or apply knowledge, attitudes, or skills to understand and manage emotions, set and achieve positive goals, show empathy for others, establish and maintain positive relationships, make responsible decisions, or self-advocate.

2.6 "School climate survey" means a school climate survey as described in Utah Law, including a model school climate survey administered by the Utah State Board of Education or another school climate survey selected by the District.

~~2.0~~3.0 PARENTAL ~~CONSENT/~~NOTICE AND CONSENT

~~2.1~~3.1 The District shall obtain written parental consent ~~is valid only if a parent or legal guardian has been given written notice and reasonable opportunity to obtain written information concerning:~~before administering to a student any psychological or psychiatric examination, test, treatment, survey, analysis, or evaluation that asks the student to reveal protected information, whether or not the information is personally identifiable.

~~2.1.1 Records or information, including information about relationships, that may be examined or requested;~~

~~2.1.2 The means by which the records or information shall be examined or reviewed;~~

~~2.1.3 The means by which the information is to be obtained;~~

~~2.1.4 The purposes for which the records or information is needed;~~

~~2.1.5 The entities or persons, regardless of affiliation who will have access to the personally identifiable information; and~~

~~2.1.6 The method by which the parent or the student can grant permission to access or examine the personally identifiable information.~~

~~2.2~~3.2 ~~The Notice required by Section 2.1 must be given to a parent or legal guardian at least two (2) weeks before information protected under this policy is sought except in response to a situation which a school employee~~

~~reasonably believes to be an emergency or as authorized under Utah Code Annotated Section 62A-4a-4 et. seq related to child abuse or neglect reporting requirements, or by order of the Court~~. The District shall provide notice and obtain written parental consent at the time a student registers for school before administering:

3.2.1 A survey associated with an early warning program;

3.2.2 A survey containing social emotional learning questions; or

3.2.3 A school climate survey.

~~2.3~~3.3 ~~Following disclosure a parent or guardian may waive the two 92) week minimum notification period.~~ Consent required under Section 3.2 shall be opt-in consent. A student may not participate in the survey unless the parent has affirmatively provided written consent.

~~2.4~~3.4 ~~Parental authorization shall be valid until the commencement of the subsequent school year or until one of the following occurs:~~ For each survey requiring notice and consent, the District shall provide a separate notice that includes:

~~2~~3.4.1 ~~The child completes or withdraws from the course, activity, or program for which it was granted;~~ The actual survey to be administered;

~~2~~3.4.2 ~~A written withdrawal of authorization is submitted to the school administrator by the authorizing parent or guardian;~~ The intended purposes and uses of the data collected;

~~2~~3.4.3 ~~A general consent of a parent to approve admission to school or involvement in special education, remedial education, or a school activity does not constitute written consent as required in this policy.~~ The types of persons or governmental entities that share the collected data, including a list of recipients who will receive student-level data;

3.4.4 The types of persons or governmental entities that receive the data collected from a governmental entity on a regular or contractual basis; and

3.4.5 If applicable, the record series that applies to the data collected.

3.5 For surveys or other covered instruments involving protected information, notice shall be provided at least two weeks before the information is sought, unless otherwise permitted by law.

3.6 A parent may waive the two-week minimum notification period after receiving the required disclosure.

3.7 A parent may revoke consent in writing. The District shall follow administrative procedures for processing consent changes.

3.8 Students who register after the beginning of the school year shall by provided the required notices and opportunity for written parental consent before participating in surveys covered by this policy.

~~3.0~~ 4.0 ~~WRITTEN CONSENT REQUIRED~~SURVEY ADMINISTRATION REQUIREMENTS

~~3~~4.1 ~~In the absence of an expressed written consent from the parent or guardian authorizing the collection or release of information and documents defined above, such documents and information shall not be obtained or disclosed. (UCA 53A-13-301 et. seq.)~~ Surveys covered by this policy shall be reviewed and approved according to District administrative procedures before being administered to students.

4.2 The District shall determine annually which surveys will be administered and which surveys require parental notice and consent.

4.3 Each survey requiring notice shall have its own notice because the purpose, data use, recipients, and record retention information may differ by survey.

4.4 The District shall maintain documentation of required notices and parental consent according to applicable records retention requirements.

4.5 This policy does not prohibit a student from spontaneously expressing opinions, beliefs, or viewpoints otherwise protected by law.

4.6 This policy does not restrict disclosures or actions required or permitted by law, including child abuse or neglect reporting, health or safety emergencies, court orders, or other legally authorized disclosures.

54.0 ~~STUDENT'S FREE SPEECH RIGHTS~~REFERENCE TO ADMINISTRATIVE GUIDELINES

~~4.1 This policy does not limit the ability of a student to spontaneously express sentiments or opinions otherwise protected against disclosure under this policy.~~

Utah Code § 53E-9-203
Utah Code § 53F-4-207
Utah Code § 53G-8-802

Utah Admin. Rules R277-609
Utah Admin. Rules R277-623

Utah Admin. Rules R277-100

Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g

Adoption Date: **June 10, 1997**
Last Revised: **August 12, 2026**
Last Approved: **February 12, 2002**
Policy Office: **REVISES AND REPLACES 007.2300 EDUCATION AND FAMILY PRIVACY ADOPTED 6/10/97**

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: **Ryan Maughan**

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: **09/08/2026**

Re: **Bullying and Hazing 007.0230**

Recommendation: The policy committee is recommending that the Uintah School Board approve policy 007.0230 Bullying and Hazing on 2nd reading.

Background (rationale):
Additional legislation and the Utah State Board of Education have made significant additions and requirements to Bullying and Hazing Policy. Our Bullying and Hazing Policy that was updated last year is well aligned with a few adjustments, but the legislation requires additions to: definitions, requirements of the LEAs, additional focus on retaliation, abusive conduct, accountability practices, and discrimination based on a protected class constituting a violation of federal civil rights laws. Legislation added additional provisions and requirements for reporting, responses, parent notification, action plans, investigations, training, appeals and grievances.

Policy Implications: Input has been provided from Policy Committee, Administrators, and School Community Councils-Will be discussed at work session.

Once approved schools are required to establish and post procedures for reporting bullying as well as designate a school personnel member responsible for receiving reports, and require an annual signed statement from school employees, parents/guardians, and students that are at least 8 years old.

Personnel Implications: Annual signed statement

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Facility Implications: Posting and reporting requirements

Financial/Budget Implications: None

Motion: **Motion to approve policy 007.0230 Bullying and Hazing on 2nd reading.**

Dr. Rick Woodford, Superintendent ● **D. Troy Timothy, MBA,** Business Administrator
826 South 1500 East ● Naples, UT 84078
435.781.3100 ● 435.781.3107 fax
www.uintah.net

Policy: 007.0230

Section: Section 007 - Students

Bullying and Hazing (2nd Reading)

1.0 GENERAL POLICY STATEMENT

1.1 Bullying, cyber-bullying, ~~and~~ hazing, retaliation, and abusive conduct of students and employees are prohibited, are against federal, state, and local policy, and are not tolerated by Uintah School District. Bullying on the basis of a protected class may also constitute a violation of federal civil rights laws. Uintah School District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. The Board finds that a safe learning environment is necessary for students to learn and achieve high academic standards and that conduct constituting bullying, cyber-bullying, hazing, retaliation, and abusive conduct disrupts both a student's ability to learn and the District's ability to educate students in a safe environment. To that end, Uintah School District has in place policies, procedures, and practices designed to reduce and eliminate bullying, cyber-bullying, and hazing, abusive conduct, and retaliation —including civil rights violations or actions based on a student's or employee's actual or perceived race, color, national origin, sex, disability, religion, religious clothing, gender identity, sexual orientation, or other physical or mental attributes.

2.0 DEFINITIONS

2.1 "Abusive conduct" means verbal, nonverbal, or physical conduct of a parent, student, or school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine: 1. is intended to cause intimidation, humiliation, or unwarranted distress; 2. results in substantial physical or psychological harm as a result of intimidation, humiliation, or unwarranted distress; or 3. exploits an individual's known physical or psychological disability. A single act does not constitute abusive conduct unless it is an especially severe and egregious act. Abusive conduct may be reported, investigated, and addressed independently of bullying, cyber-bullying, hazing, or retaliation.

2.2 "Accountability practice" means any evidence-based practice that increases academic outcomes and decreases behavior that disrupts the learning environment

and holds students accountable for their actions by requiring them to take responsibility to repair harm and provide restitution when appropriate.

2.3 "Action plan" means a documented process developed by the School Designee to address a verified incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct.

2.4 "Allegation" means a claim or assertion that someone has engaged in conduct prohibited by this policy that has not yet been verified through a formal investigation process.

2.5 "Bullying" means student bullying or staff bullying.

~~2.2 Student Bullying and Staff Bullying~~
~~"Student bullying" means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that: creates an environment that a reasonable person would find hostile; and interferes with a student's educational performance, opportunities, or benefits.~~

~~2.2.1 "Student bullying" does not mean instances of: ordinary teasing, horseplay, argument, or peer conflict; reasonable correction of behavior by a school employee; or reasonable coaching strategies and techniques by a school employee who is a coach.~~

~~2.3 "Staff bullying" means a school employee, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against a student or another school employee, or engaging in a single egregious act toward another employee involving an imbalance of power, that: creates an environment that a reasonable person would find hostile, threatening, or humiliating; and substantially interferes with a student's or employee's educational or professional performance, opportunities, or benefits.~~

~~2.3.1 "Staff bullying" does not mean instances of ordinary teasing, horseplay, argument, or peer conflict; reasonable correction of behavior by a school employee; or reasonable coaching strategies and techniques by a school employee who is a coach.~~

2.6~~4~~ "Civil rights violation" means bullying, cyber-bullying, ~~or~~ hazing, retaliation, or abusive conduct that is targeted at a student or employee ~~upon the students' or employees' identification as part of any group protected from discrimination under the following federal laws: 1. Title VI of the Civil Rights Act of 1964, including discrimination on the basis of race, color, or national origin; 2. Title IX of the Education Amendments of 1972, including discrimination on the basis of sex; or 3. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, including discrimination on the basis of disability.~~ based upon the student's or employee's identification as part of a group protected from discrimination under federal law, including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, or Title II of the Americans with Disabilities Act of 1990. Civil rights violations may require reporting to and compliance with the requirements of the United States Department of Education Office for Civil Rights (OCR).

2.7 "Cyber-bullying" means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

~~2.5 "Hazing" means intentionally or knowingly committing an act regardless of whether the person against whom the conduct is committed authorized or consented to the conduct that: endangers the mental or physical health or safety of a school employee or student; involves any brutality of a physical nature including whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements; involves the consumption of any food, liquor, drug, or other substance; involves forced or coerced actions or activities of a sexual nature or with sexual connotations; involves other physical activity that endangers the physical health and safety of a school employee or student; or involves physically obstructing a school employee's or student's freedom to move; and is done for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for membership or acceptance - or continued membership or acceptance - in any school or school sponsored team, organization, program, or event; or if the person committing the act against a school employee or student knew that the school employee or student is a member of, or candidate for membership with a school, or school-sponsored team, organization, program, or event to which the person committing the act is a member or participant.~~

~~2.6 "Cyberbullying" means the use of email, text, social media, instant messaging, chat-rooms, cell phones, or other forms of information technology to deliberately harass, threaten, or intimidate someone for the purpose of placing a school employee or student in fear of:~~

~~2.6.1 physical harm or~~

~~2.6.2 harm to property of the school employee or student.~~

2.8~~7~~ "Disruptive student behavior" means the use of foul, abusive, or profane language while engaged in school related activities; illicit use, possession, or distribution of controlled substances or drug paraphernalia, and the use, possession, or distribution of an electronic cigarette, tobacco, or alcoholic beverages; and hazing, demeaning, or assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order under Utah law.

2.9 "Hazing" means a school employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a school employee or student that:

2.9.1 endangers the mental or physical health or safety of a school employee or student, including an act that:

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

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

2.9.1.3 involves any activity that would subject a school employee or student to extreme mental stress, including sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and

2.9.2 is committed for the purpose of initiation into, admission into, affiliation with, holding office in, or as a condition for membership or acceptance in a school or school-sponsored team, organization, program, club, or event; or is directed toward a school employee or student whom the individual committing the act knows is a member of or candidate for membership in a school or school-sponsored team, organization, program, club, or event in which the individual committing the act also participates.

2.9.3 Conduct described in this subsection constitutes hazing regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in the conduct.

2.10 "Incident" means a verified incident of bullying, cyber-bullying, hazing, retaliation, or abusive conduct.

2.11 "LEA Designee" means the District employee designated by the Superintendent or Superintendent's designee to provide or coordinate training to investigators, oversee implementation of action plans, monitor implementation of this policy, assist with school case-specific needs, and act as a liaison to the Utah State Board of Education regarding bullying, cyber-bullying, hazing, retaliation, and abusive conduct.

2.12 "Parent" means a parent or legal guardian.

2.138 "Restorative practice" means a discipline practice ~~designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.~~ that brings together students, school personnel, families, and community members to resolve conflicts, address disruptive behaviors, promote positive relationships, support healing, help minors take responsibility, and repair harm.

2.149 ~~"Retaliate" means an act or communication intended: as retribution against a person for reporting bullying or hazing; or to improperly influence the investigation of, or the response to, a report of bullying or hazing.~~ "Retaliate" or "retaliation" means an act or communication intended: (a) as retribution against a person for reporting bullying, cyber-bullying, hazing, retaliation, or abusive conduct; or (b) to

improperly influence the investigation of, or the response to, a report of bullying, cyber-bullying, hazing, retaliation, or abusive conduct.

2.15 "School" means a public elementary or secondary school operated by Uintah School District.

2.16 "School board" or "Board" means the Uintah School District Board of Education.

2.17 "School designee" means a school administrator or designee assigned to receive and investigate allegations at that school, notify parents and/or persons involved, and oversee action plans.

2.18 "School employee" means an individual working in the individual's official capacity as a school teacher, school staff member, administrator, or individual who is employed directly or indirectly by a school, school board, or school district, or who works on a school campus.

2.19 "School grounds" means a school building; property on which a school building or facility is located; property that is owned, leased, or used by a school for a school-sponsored activity, function, program, instruction, or training; and school-related transportation vehicles.

2.20 "School-sponsored activity" means an activity, fundraising event, club, camp, clinic, or other event or activity authorized by a District school that is managed or supervised by the Board, a school, or a school employee; uses District or school facilities, equipment, or other school resources; is supported or subsidized more than inconsequentially by public funds, including school activity funds or Minimum School Program dollars; or includes preparation for and involvement in a public performance, contest, athletic competition, demonstration, display, or club activity.

2.21 "Staff bullying" means a school employee, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against a student or another school employee, or engaging in a single egregious act toward another employee involving an imbalance of power, that creates an environment that a reasonable person would find hostile, threatening, or humiliating and substantially interferes with a student's or employee's educational or professional performance, opportunities, or benefits.

2.21.1 "Staff bullying" does not mean instances of ordinary teasing, horseplay, argument, or peer conflict; reasonable correction of behavior by a school employee; or reasonable coaching strategies and techniques by a school employee who is a coach.

2.22 "Student bullying" means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance of power, that creates an environment that a reasonable person would find hostile and interferes with a student's educational performance, opportunities, or benefits.

2.22.1 "Student bullying" does not mean instances of ordinary teasing, horseplay, argument, or peer conflict; reasonable correction of behavior by a school employee; or reasonable coaching strategies and techniques by a school employee who is a coach.

2.2310 "Trauma-Informed Care" means a strengths-based service delivery approach grounded in an understanding of and responsiveness to the impact of trauma, emphasizing physical, psychological, and emotional safety for both respondents and claimants and creating opportunities for claimants to rebuild a sense of control and empowerment.

2.24 "Verification" means that an alleged incident has been found to be substantiated through a formal investigation process.

2.25 "Volunteer" means a non-employee with significant, unsupervised access to students in connection with a school assignment, activity, or program.

3.0 ACTIONS REQUIRED OF EACH SCHOOL

~~3.1 In addition to the requirements of Utah Code Subsection 53G-9-605 Uintah School District is required to develop, update, and implement policies as required by Utah Code Section 53G-9-605 and this rule; develop policy with the input from students, parents, teachers, school administrators, school staff, or law enforcement agencies; post a copy of policy 007.0230 on its website; develop an action plan to address a reported incident of bullying, cyber-bullying, hazing, or retaliation, or abusive conduct; provide a requirement for a signed statement that meets the requirements of Utah Code Subsection 53G-9-605 annually; assess students about the prevalence of bullying, cyber-bullying, hazing, and retaliation in Uintah School District: Specifically, locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, bathrooms, locker rooms and lunch areas, will be provided on a bi-annual basis.~~

3.1 In addition to the requirements of Utah Code Section 53G-9-605 and Utah Administrative Rule R277-613, Uintah School District shall develop, update, and implement policies and procedures addressing bullying, cyber-bullying, hazing, retaliation, and abusive conduct.

3.2 The District shall develop policy with input from students, parents, teachers, school administrators, school staff, and/or law enforcement agencies, and shall post a copy of Policy 007.0230 on the District website.

3.3 Each school shall establish and post procedures allowing anonymous or in-person reporting of bullying, cyber-bullying, hazing, retaliation, or abusive conduct, and shall post the name and position of the School Designee responsible for receiving reports.

3.4 Each school shall provide information regarding reporting options, including SafeUT, the Public Education Hotline, and any District-approved reporting systems.

3.5 The District shall require an annual signed statement that meets the requirements of Utah Code Section 53G-9-605 from school employees, students who are at least eight years old, and parents or guardians of students.

3.6 The District shall assess students about the prevalence of bullying, cyber-bullying, hazing, and retaliation, including locations where students may feel unsafe and additional adult supervision may be required, such as playgrounds, hallways,

bathrooms, locker rooms, and lunch areas. Such assessment shall occur at least bi-annually or as otherwise required by law or administrative rule.

3.7 Each school shall maintain records of reports, investigations, parent notifications, action plans, training documentation, and outcomes as required by law, District policy, and administrative procedure.

4.0 PROHIBITIONS

4.1 No school employee or student may engage in bullying of a school employee or studentor ~~cyberbullying any~~

~~4.1.1 school employee or student~~;

4.1.21- on school property;

4.1.23 at a school-related or sponsored event

4.1.34 on a school bus

4.1.45 at a school bus stop; or

4.1.56 while the school employee or student is traveling to or from a location or event.

4.2 ~~No school employee or student may engage in hazing a school employee or student at any time or in any location.~~ Hazing and Cyber-Bullying Prohibited. No school employee or student may engage in hazing or cyber-bullying of a school employee or student at any time or in any location.

4.3 Retaliation prohibited. No school employee or student may engage in retaliation against:

4.3.1 a school employee,

4.3.2 a student, or

4.3.3 an investigator for, or witness of an alleged incident of bullying, cyberbullying, hazing, or retaliation.

4.4 False Allegations Prohibited. No school employee or student may make a false allegation of bullying, cyberbullying, hazing, or retaliation against a school employee or student. False reports shall result in the school taking disciplinary action appropriate for like behavior.

4.5 Abusive Conduct Prohibited. No student or parent shall engage in abusive conduct toward a school employee.

~~4.5 A student or employee who shares a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, or retaliation, to impact or encourage future incidents will result in the school taking appropriate disciplinary action.~~

4.6 Recordings. A student or employee who shares a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, or retaliation for the purpose of impacting, encouraging, glorifying, promoting, facilitating, or increasing future incidents shall be subject to appropriate disciplinary action.

4.6.1 This restriction does not prevent a student or employee from sharing a recording of an incident or abusive conduct with a teacher, administrator, parent, law enforcement officer, school investigator, or other authorized person as part of reporting the incident or in response to a request from a teacher, administrator, or investigator for the recording.

4.7 Sexually Explicit or Nonconsensual Intimate Images. A school employee or student shall not create or distribute sexually explicit or nonconsensual intimate images.

4.8 Civil Rights Violations. Any bullying, cyber-bullying, or hazing that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and is subject to compliance regulations from the United States Department of Education Office for Civil Rights.

5.0 REPORTING, RESPONSES, PARENT NOTIFICATION, AND ACTION PLANS ~~ACTIONS REQUIRED IF PROHIBITED ACTS ARE REPORTED~~

5.1 Reporting. Students who have been subjected to or witnessed bullying, cyber-bullying, hazing, or retaliation, and students who have witnessed abusive conduct, are strongly encouraged to promptly report such incidents to any school employee. School employees who receive reports of such incidents must report them to the School Designee.

5.1.1 Students, parents/guardians/families, and school staff are encouraged to submit written complaints so the school administrator is adequately informed of all details relevant to the complaint.

5.1.2 Complaints may also be submitted through SafeUT, the Public Education Hotline, or any District-approved reporting process.

5.1.3 Each reported complaint should include: (a) the name of the complaining party, unless anonymous; (b) the name of the alleged targeted individual; (c) the name of the alleged perpetrator, if known; (d) the date and location of the incident(s); and (e) a statement describing the incident(s), including the names of witnesses, if known.

5.1.4 Students and school employees who report incidents may request that their identity be kept anonymous. Reasonable steps shall be taken by the School Designee and others involved in reporting and investigation to maintain anonymity, if possible. Information received in the complaint, including the name of the complainant, shall be treated with the utmost confidence to the extent permitted by law.

5.2 Investigation Required. Each reported violation of the prohibitions noted in this policy shall be promptly investigated by a school administrator or School Designee in

a thorough and confidential manner, including, to the extent possible, anonymous reports. Formal disciplinary action is prohibited based solely on an anonymous report.

5.3 Parent Notification and Documentation.

5.3.1 The School Designee or designee shall notify parents that their student was involved in an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation, including incidents when a student expresses suicidal ideation. Timeliness of notification may vary depending on the circumstances of an incident.

5.3.2 If a School Designee or school employee believes a situation presents a serious threat to the well-being of a student, the School Designee, designee, or school employee shall notify the student's parent without delay and before the end of the school day.

5.3.3 Parent notification should be provided by calling the parent and sending a follow-up email when practicable. If the parent cannot be reached by phone, the School Designee or designee should leave a voicemail when appropriate and send a follow-up email.

5.3.4 The school administrator or designee who notifies parents under this section shall keep an incident report verifying that notification was provided to the parents or guardians of each student involved. The record shall include the date and time of notification, method of notification, person providing notification, and an indication of the type of incident.

5.3.5 The incident report may be disclosed to parents/guardians and/or students involved, consistent with the Family Educational Rights and Privacy Act (FERPA) and applicable law, but may not be disclosed to other persons or entities except as required by law or valid court order.

5.3.6 The school shall retain parent notification records at least as long as the student is enrolled at the school and shall provide or expunge records in accordance with Utah Code Section 53G-9-604 and applicable records laws.

5.3.7 In addition to notifying the parent or guardian, the School Designee shall provide, as appropriate, suicide prevention materials and information recommended by the Utah State Board of Education, information on limiting a student's access to fatal means including firearms or medication, and information and resources on healthy use of social media and online practices.

5.3.8 Following an investigation, the District or school shall follow up with the parents of all parties to inform them when the investigation is concluded, provide additional information about the investigation or resolution consistent with FERPA, and inform parents of appeal options if they disagree with the resolution of the investigation.

5.3.9 If an incident is verified, the school shall inform parents of safety measures that will be in place for their child and shall regularly update parents regarding implementation of any action plan.

~~5.1 Each reported complaint shall include (1) the name of the claimant; (2) the name of the respondent (if known); (3) the date and location of the incident(s); (4) a statement describing the incident(s) including names of witnesses (if known).~~

~~5.2 Each reported violation of the prohibitions noted previously shall be promptly investigated by a school administrator or school designee. Formal disciplinary action is prohibited based solely on an anonymous report(s) of bullying, hazing, or retaliation~~.

~~5.3 Verified violations of the prohibitions noted previously shall result in consequences or penalties. Consequences or penalties may include but are not limited to:~~

~~5.3.1 Use of a discipline plan consistent with USBE administrative rule R277-609, restorative practice consistent with USBE administrative rule R277-613, employee disciplinary action consistent with Utah Code 53G-11-512 procedures for providing due process rights under Utah Code Section 53G-11-501 (licensed staff) and local employee discipline policies prior to employee discipline or Utah Code Section 53G-8-202 and local policies (students) prior to long term (more than 10 days) student discipline. provide a grievance process required under Subsection 53E-9-605(3)(f) consistent with the Uintah School District's established grievance process.~~

5.4 Verified Violations and Consequences. Verified violations of the prohibitions noted in this policy may result in consequences or penalties, including:

5.4.1 a discipline plan consistent with State Board of Education Administrative Rule R277-609;

5.4.2 restorative justice practices consistent with State Board of Education Administrative Rule R277-613;

5.4.3 accountability practices;

5.4.4 supportive services designed to preserve the student's access to educational opportunities and a sense of safety;

5.4.5 removal from participation in school activities;

5.4.6 student discipline, up to and including suspension or expulsion, consistent with Utah Code and District policy;

5.4.7 employee disciplinary action, which may include termination, reassignment, or other appropriate action;

5.4.8 referral to law enforcement; or

5.4.9 other corrective action reasonably calculated to stop misconduct, remedy harm, and prevent recurrence.

5.4.10 Verified violations of prohibitions will result in the incident being documented in the file of the student who caused the incident, consistent with applicable law and District records procedures.

5.5 Action Plans. For each verified incident, the School Designee shall create and implement an action plan.

5.5.1 The action plan shall include a communication plan designed to keep each parent updated on implementation of the action plan.

5.5.2 With respect to the student to whom the incident was directed, and in direct coordination with the student's parent, the action plan shall include: (a) a tailored response to the incident that addresses the student's needs; (b) a mechanism to consider consequences or accommodations the student may need regarding decreased exposure or interactions with the student who caused the incident; (c) notification of the consequences and plan to address the behavior of the student who caused the incident, to the extent permitted by law; (d) supportive measures designed to preserve the student's access to educational services and opportunities; and (e) to the extent available, access to other resources the parent requests for the student.

5.5.3 With respect to the student who caused the incident, and in direct coordination with the student's parent, the action plan shall include: (a) a range of tailored and appropriate consequences, making reasonable effort to preserve the student's access to educational services and activities; (b) a process to determine and provide any needed resources related to the underlying cause of the incident; (c) supportive measures designed to preserve the student's access to educational services and opportunities while protecting the safety and well-being of other students; and (d) a process to remove the student from school in an emergency situation, including a description of what constitutes an emergency.

5.5.4 An action plan may not include a requirement that the student to whom the incident was directed change the student's educational schedule, educational placement, or participation in a school-sponsored sport, club, or activity.

5.5.5 The Principal or designee shall produce and maintain a record that tracks implementation of the action plan addressing the incident.

5.5.6 If, after the school attempts to involve a parent in the development and implementation of an action plan, the parent chooses not to participate, the school may develop and implement an action plan without the parent's involvement.

5.6 Additional Required Actions. Actions must also include, as appropriate:

5.6.1 procedures for protecting the claimant and other involved individuals from further bullying, cyber-bullying, hazing, abusive conduct, and retaliation;

5.6.2 prompt reporting to law enforcement of all acts of bullying, cyber-bullying, hazing, or retaliation that constitute suspected criminal activity;

5.6.3 prompt reporting to the Office for Civil Rights of all acts of bullying, hazing, cyber-bullying, abusive conduct, or retaliation that the District reasonably determines may be violations of a student's or employee's civil rights;

5.6.4 procedures for a fair and timely opportunity for the accused to explain the accusations and defend the accused's actions prior to student or employee discipline;

5.6.5 procedures for providing due process rights under Utah Code Section 53G-11-501 for licensed staff, local employee discipline policies prior to employee discipline, Utah Code Section 53G-8-202, District Policy 005.1200, and local policies prior to long-term student discipline; and

5.6.6 parent notification if a student threatens suicide or is involved in an incident of bullying, cyber-bullying, hazing, abusive conduct, or retaliation.

~~5.4 Actions must also include, as appropriate:~~

~~5.4.1 procedures for protecting the claimant and other involved individuals from being subjected to: further bullying or hazing, and retaliation for reporting the bullying or hazing.~~

~~5.4.2 prompt reporting to law enforcement of all acts of bullying, cyberbullying, hazing, or retaliation that constitute suspected criminal activity.~~

~~5.4.3 prompt reporting to the Office for Civil Rights (OCR) of all acts of bullying, hazing, or retaliation that may be violations of students' or employee(s)' civil rights.~~

~~5.4.4 procedures for a fair and timely opportunity for the accused to explain the accusations and defend his/her actions prior to the student or employee discipline.~~

~~5.4.5 procedures for providing due process rights under Section 53G-11-501 (licensed staff), local employee discipline policies prior to employee discipline, Utah Code 53G-8-202.USD policy 005.1200, and local policies (students) prior to long-term (more than 10 days) student discipline~~

~~5.4.6 procedures for parent notification if their student threatens suicide, or if their student is involved in an incident of bullying, cyber-bullying, hazing, or retaliation.~~

6.0 INVESTIGATIONS

~~6.1 Uintah School District will promptly and reasonably investigate allegations of bullying, cyber-bullying, abusive conduct and/or hazing. It is Uintah School District's policy, in compliance with state and federal law, that students have a limited expectation of privacy on the school's Internet system, and routine monitoring or maintenance may lead to the discovery that a user has violated district policy or law. Also, individual targeted searches will be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of violation of the above policy will be confiscated for investigation and may be turned over to law enforcement. To the extent allowed by law, the investigator is required to keep all details of the interview confidential; and further reports of bullying may become part of the investigation. The confidentiality requirement does not apply to conversations with law enforcement professionals.~~

6.1 Uintah School District will promptly and reasonably investigate allegations of bullying, cyber-bullying, abusive conduct, retaliation, and/or hazing. It is Uintah School District's policy, in compliance with state and federal law, that students have a limited expectation of privacy on the District's computer equipment, network system, and Internet system, and routine monitoring or maintenance may lead to discovery that a user has violated District policy or law. Individual targeted searches will be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of violating this policy may be confiscated for investigation and may be turned over to law enforcement.

6.2 At a minimum, an investigation shall include interviewing the alleged targeted individual and the individual alleged to have engaged in prohibited conduct. The Principal or School Designee may also interview other individuals who may provide additional information, including parents of the alleged targeted individual and alleged perpetrator, witnesses, and school staff.

6.3 The Principal or School Designee may review physical and electronic evidence, including but not limited to video or audio recordings, notes, email, text messages, social media, photographs, graffiti, and other relevant evidence.

6.4 The Principal or School Designee shall inform any person being interviewed that the details of the interview must be kept confidential to the extent allowed by law and that further reports of bullying may become part of the investigation. The confidentiality requirement does not apply to conversations with law enforcement professionals.

6.5 The Principal or School Designee shall keep a written record of the date and time of interviews, individuals interviewed unless an individual requests anonymity, physical or electronic evidence reviewed, the manner in which evidence was reviewed, findings, and actions taken in response to the investigation.

6.6 If a school employee, agent, or school resource officer believes a student is at risk of harming self or others, the school employee, agent, or school resource officer may intervene and ask the student questions regarding thoughts of harming self or others for the purpose of referring the student to appropriate prevention services and informing the student's parent.

7.0 TRAINING

~~7.1 The training of school employees shall include training regarding bullying, cyberbullying, hazing, and retaliation.~~

~~7.2 To the extent possible, programs or initiatives are designed to provide training and education regarding the prevention of bullying, cyberbullying, hazing, and retaliation. The training should include training and information regarding:~~

~~7.2.1 awareness and intervention skills~~

~~7.2.2 overt aggression~~

~~7.2.3 relational aggression or indirect, covert, or social aggression (rumor spreading, intimidation, social isolation)~~

~~7.2.4 sexual aggression~~

~~7.2.5 student suicide prevention program and suicide prevention training as required for licensed educators~~

~~7.3 In addition to training for all students and school employees, students, employees, and volunteer coaches involved in any extra-curricular activity shall be in coordination with Utah High School Activities Association and USD policy 005.1200 Standards of Conduct:~~

~~7.3.1 be provided yearly bullying and hazing prevention training prior to participation;~~

~~7.3.2 be informed, annually, of the prohibited activities list provided previously in this Policy and the potential consequences for violation of this Policy.~~

~~7.3.3 participant signature list shall be maintained for access upon USBE request~~

7.1 The District shall ensure that students, employees, administrators, coaches, and volunteers receive training on bullying, cyber-bullying, hazing, retaliation, abusive conduct, and civil rights protections from individuals qualified to provide such training.

7.2 The training shall meet standards established by Utah State Board of Education rules and shall include information regarding:

7.2.1 bullying, cyber-bullying, hazing, retaliation, and abusive conduct;

7.2.2 awareness and intervention skills;

7.2.3 overt aggression;

7.2.4 relational aggression or indirect, covert, or social aggression, including rumor spreading, intimidation, and social isolation;

7.2.5 sexual aggression;

7.2.6 discrimination under Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;

7.2.7 how bullying, cyber-bullying, hazing, retaliation, and abusive conduct differ from discrimination and may occur separately from each other or in combination;

7.2.8 how bullying, cyber-bullying, hazing, retaliation, and abusive conduct are prohibited based upon race, color, national origin, sex, religion, or disability;

7.2.9 the right of free speech and how it differs for students, employees, parents, and guardians;

7.2.10 safe digital citizenship and responsible technology use; and

7.2.11 the student suicide prevention program and suicide prevention training required for licensed educators.

7.3 The training shall complement the suicide prevention program required for students under R277-620 and the suicide prevention training required for licensed educators consistent with Utah Code Section 53G-9-704, and shall include information on when issues related to R277-613 may lead to student or employee discipline.

7.4 Training shall be provided to new school employees, coaches, and volunteers within the first year of employment or service; to all school employees, coaches, and volunteers at least once every three years after initial training; and to all students at a frequency determined by the LEA Designee.

7.5 In addition to the training requirements described above, any student, employee, or volunteer coach participating in a school-sponsored athletic program, curricular or extracurricular, or extracurricular club or activity, shall, prior to participating, complete bullying, cyber-bullying, hazing, retaliation, and abusive conduct prevention training.

~~7.6 The training described in Section 7.5 shall be offered to new participants annually and to all participants at least once every three years. Participants shall be informed of the prohibited activities under this policy, applicable law and rule, and potential consequences for violation.~~

7.~~7~~6 The District shall maintain training participant lists or signatures, the date of the training provided, and other training documentation. Such documentation shall be provided to the Utah State Board of Education upon request.

8.0 ASSESSMENT, PUBLICATION, ACKNOWLEDGMENT, AND ANNUAL REPORTING

8.1 The District's designee shall assess the prevalence of bullying, cyber-bullying, and hazing in the District, including locations where students are unsafe and additional adult supervision may be required, such as playgrounds, hallways, bathrooms, locker rooms, and lunch areas.

8.2 The District shall provide this policy and related procedures to students, parents, volunteers, administrators, teachers, and school staff by posting the policy and related procedures on the District's publicly accessible website and in student handbooks or other appropriate publications.

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

8.4 On or before June 30 of each year, the District shall report to the Utah State Board of Education in accordance with the Superintendent's submission requirements:

8.4.1 a copy of the District policy required by R277-613;

8.4.2 implementation of the signed statement requirement described in Utah Code Section 53G-9-605;

8.4.3 verification of training of school employees relating to bullying, cyber-bullying, hazing, retaliation, and abusive conduct;

8.4.4 incidents of student bullying, cyber-bullying, hazing, and retaliation; and

8.4.5 the number and type of incidents that include a student who was alleged bullied, cyber-bullied, hazed, or retaliated against based on the student's actual or perceived characteristics, including disability, race, national origin, religion, sex, gender identity, or sexual orientation, including federal reporting requirements for civil rights violations.

9.0 APPEALS

9.1 Investigative procedures conducted under this policy may be appealed by complainants and respondents in accordance with the District's grievance process and applicable Board policies.

9.2 The purpose of an appeal is to determine whether the investigative procedures outlined in this policy were followed. An appeal may also be filed to introduce new evidence not available during the investigation.

9.3 If an appeal does not introduce new evidence or allege a violation of the investigative procedures of this policy, it will be denied.

9.4 Disagreement with the outcome of an investigation or with an investigator's interpretation of the facts, standing alone, is not grounds for an appeal under this policy.

10.0 EMPLOYEE GRIEVANCE PROCESS

10.1 A school employee who has experienced abusive conduct must report the incident to the School Designee or LEA Designee in writing.

10.2 If the school employee is not satisfied with the investigation of the abusive conduct and/or the resulting disciplinary action or recommended disciplinary action, the employee may address the issue in accordance with the District's grievance policies and other applicable District procedures.

11.0 APPLICABILITY AND PROTECTED SPEECH

11.1 This policy applies to any student, school employee, contractor, visitor, or volunteer who engages in conduct that constitutes bullying, cyber-bullying, hazing, retaliation, or abusive conduct. Violation of this policy may result in disciplinary action or other appropriate corrective action.

11.2 This policy applies to conduct that:

11.2.1 takes place at school or on school grounds;

11.2.2 takes place while students are being transported to or from schools or school-sponsored events;

11.2.3 takes place at any school-sponsored event, activity, function, program, instruction, or training;

11.2.4 takes place through the use of technology; or

11.2.5 takes place off campus or online when the conduct causes or threatens a substantial disruption to school operations, including violent altercations or

significant interference with a student's educational performance, educational opportunities, or involvement in school activities.

11.3 This policy does not prohibit expressive activity protected by the First Amendment of the United States Constitution. However, if off-campus speech that may constitute bullying, cyber-bullying, hazing, retaliation, abusive conduct, or unlawful discrimination creates a substantial disruption to the school environment, the District may take appropriate action consistent with law and District policy.

LEGAL REFERENCES AND POLICY HISTORY

Legal References: Utah Code Section 53G-9-601 through 53G-9-607; Utah Code Section 53G-9-604; Utah Code Section 53G-9-704; Utah Code Section 53G-8-202; Utah Code Section 53G-8-205; Utah Code Section 53G-11-501; Utah Code Section 53G-11-512; Utah Code Section 53E-3-401; Utah Administrative Rule R277-609; Utah Administrative Rule R277-613; Utah Administrative Rule R277-620; Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g.

~~Legal References:~~

Adoption Date: **February 09, 2010**
Last Revised: **August 12, 2026**
Last Reviewed Dates: **December 10, 2025**
Prior Revised Dates: **02/09/2010, 12/13/2017, 01/08/2025, 12/10/2025**
Policy Origin: **REVISES POLICY 007.0230 BULLYING AND HAZING**

APPENDIX A - STATEMENT OF RECEIPT

Utah law requires that each year, a student aged eight and older and the student's parent or guardian sign a statement indicating that they have received Uintah School District Policy 007.0230 Bullying and Hazing.

I acknowledge that I have received a copy of Uintah School District Policy 007.0230 Bullying and Hazing.

Student Name: _____ Grade: _____

Student Signature (if age 8 or older): _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Board of Education
Dave Chivers, President ● **Tawnya McKee**, Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Board Members

From: Rick Woodford, Superintendent

Cc: Troy Timothy, Business Administrator

Date: August 12, 2026 (Updated on 09/04/2026)

Re: Policy 007.0250 Electronic Devices in Public Schools

Recommendation: Approve Policy 007.0250 Electronic Devices in Public Schools on second reading, imposing a bell-to-bell ban on the use of student cell phones and other personal electronic devices in elementary schools and a ban on the use of student cell phones and other personal electronic devices during classes and other instructional times in secondary schools.

Background (rationale): Following the 2025 Legislative Session, the district was required to adopt a policy prohibiting student use of cell phones and other electronic devices **during classroom instruction**. During the 2026 Legislative Session, the Utah Legislature passed SB 69, which established a default **bell-to-bell** prohibition on student use of cell phones and other personal electronic devices in public schools.

The new law authorizes school districts to adopt policies that explicitly permit student use of cell phones and other personal electronic devices at specified times, in designated locations, and under certain circumstances during the school day, such as during passing periods and lunch. The law also requires schools to provide students with an opportunity to use their cell phones at designated times and locations during the school day when requested by a parent.

During the first half of the 2025–2026 school year, I spent considerable time discussing implementation of the new policy with principals, monitoring implementation efforts, and visiting with teachers and other staff members to assess how the policy was working. At that time, implementation appeared to be going well.

Dr. Rick Woodford, Superintendent ● **Troy Timothy,** Business Administrator
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Board of Education
Dave Chivers, President ● **Tawnya McKee**, Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

In May, I surveyed all secondary teachers to gather their perspectives on student cell phone and personal electronic device use in their classrooms. The results indicated that the policy and procedures implemented in the fall of 2025 had slipped over time, particularly at Uintah High School during the spring trimester.

The most notable finding from the survey was the significant difference between teachers' perceptions of their own adherence with the policy and that of their colleagues. At Uintah High School, just over 94% of teachers agreed or strongly agreed with the statement, *"I consistently follow through with my school's student cell phone use policy,"* while only 23.5% agreed or strongly agreed with the statement, *"My colleagues consistently follow through with my school's student cell phone use policy."* This disparity likely reflects situations in which students observed inconsistent enforcement across classrooms. Even limited inconsistency among a small number of teachers can undermine confidence in the policy across the entire school.

We have developed a plan to strengthen accountability and improve consistent enforcement of the existing policy. During the 2026–2027 school year, we will revise the student perception survey to include an item regarding teachers' enforcement of the district's cell phone policy. This survey will be administered twice a year, at the end of the first and third trimesters. In addition, all administrators received training in June on a process called **True Speak**, which provides principals with a structured approach for addressing performance concerns and holding staff accountable. With stronger accountability measures in place, I am confident we can consistently implement our current policy and procedures in our secondary schools while minimizing the distractions caused by cell phones and other personal electronic devices during instructional time.

The survey results are attached in Diligent Community. There are two versions: one includes data from all secondary schools, while the other isolates data from UHS.

UPDATE: As per a request from Robin McClellan, student council and community council representatives from our secondary schools attended the August 26th Policy Committee meeting. They shared their thoughts and perspectives about this policy. My interpretation is that the consensus from those who attended was in support of the policy that the Board adopted on 1st reading in August. They seemed to oppose a bell-to-bell ban on student electronic devices in secondary schools but supported the current ban during instructional time. Tawnya and Robin can share their interpretation of the feedback from the students and parents who attended the meeting.

The only change to the draft policy is the addition of the following underlined language at the end of Section 4 indicating that use of accessories such as earbuds, smart glasses, and other emerging technologies will be addressed in district procedures and school handbooks. The purpose of adding

Board of Education
Dave Chivers, President ● **Tawnya McKee**, Vice President ● **Todd Massey,** Member
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this language is to be explicit and clear about where patrons can find this information. This feedback was provided and discussed at the August 26th Policy Committee meeting.

Policy Implications: The Board should discuss and determine whether middle school students should be permitted to access their cell phones and other personal electronic devices during passing periods and lunch. Two draft versions of the policy have been provided: one that aligns middle schools with elementary schools and another that aligns middle schools with high schools.

Personnel Implications: If the Board adopts a bell-to-bell prohibition in any of our secondary schools, teachers will need to assist administrators in monitoring and enforcing the policy in hallways and common areas. While implementing the policy would not require additional staffing, this responsibility was identified in the survey by teachers as a significant concern and could contribute to increased staff attrition.

Facility Implications: None

Financial/Budget Implications: None

Motion: I move to approve **Policy 007.0250 – Electronic Devices in Public Schools** as drafted on second reading.

Policy: 007.0250

Section: Section 007 - Students

Electronic Devices in Public Schools (Middle Schools same as High School) (2nd Reading)

1.0 GENERAL POLICY STATEMENT

1.1 In accordance with Utah Code § 53G-7-226~~7~~7, a student may not use a cellphone, smart watch, or emerging technology at school during ~~classroom~~ school hours except under circumstances expressly authorized under this policy.

2.0 DEFINITIONS

2.1 "Cellphone" means a handheld, portable electronic device that is designed to be operated using one or both hands and is capable of transmitting and receiving voice, data, or text communication by the means of;

2.1.1 a cellular network;

2.1.2 a satellite network; or

2.1.3 any other wireless technology.

2.2 "Cellphone" includes;

2.2.1 a smartphone;

2.2.2 a feature phone;

2.2.3 a mobile phone;

2.2.4 a satellite phone; or

2.2.5 a personal digital assistant that incorporates capabilities similar to a smartphone, feature phone, mobile phone, or satellite phone.

2.3 "Classroom hours" means time during which a student receives scheduled, teacher-supervised instruction that occurs;

2.3.1 in a physical or virtual classroom setting;

2.3.2 during regular school operating hours; and

2.3.3 as a part of an approved educational curriculum.

2.4 "Classroom hours" does not include;

2.4.1 lunch periods;

2.4.2 recess;

2.4.3 transit time between classes;

2.4.4 study halls unless directly supervised by a qualified instructor;

2.4.5 after-school activities unless part of an approved extended learning program; or

2.4.6 independent study time occurring outside scheduled instruction.

2.5 "Emerging technology" means any other device that has or will be able to act in place of or as an extension of an individual's cellphone.

2.6 "Emerging technology" does not include school provided or required devices.

2.7 "School hours" means the time from the beginning of the school day, as designated by the school's bell schedule, until the end of the school day, including instructional time, lunch periods, recess, and transition times between classes.

2.~~7~~ 8 "Smart watch" means a wearable computing device that closely resembles a wristwatch or other time-keeping device with the capacity to act in place of or as an extension of an individual's cellphone.

2.~~8~~9 "Smart watch" does not include a wearable device that can only;

2.8.1 tell time;

2.8.2 monitor an individuals health informatics;

2.8.3 receive and display notifications or information without the capability to respond.

3.0 Exceptions: Students shall be permitted to use a cellphone, smart watch, or emerging technology:

3.1 to respond to an imminent threat to the health or safety of an individual, a school-wide emergency, or to use the SafeUT Crisis Line described in Title 53B, Chapter 17, Part 12, SafeUT Crisis Line;

3.2 for a student's IEP or Section 504 accommodation plan; or

3.3 to address a medical necessity.

3.4. when a parent requests an accommodation that allows the parent's student to briefly use a cellphone, smart watch, or emerging technology during non-instructional time in a designated location identified by the school. The district shall establish procedures for reviewing and implementing such requests.

4.0 Except as provided in Subsection 3 and Subsection 5, a student may not use a cellphone, smart watch, or emerging technology at a school during ~~classroom~~ school hours. Use of accessories such as earbuds, smart glasses, and other emerging technologies will be addressed in district procedures and school handbooks.

5.0 Cellphone, smart watch, or emerging technology use during non-classroom hours:

5.1 Secondary students are permitted to use their cellphones, smart watches, or emerging technology before and after school, during passing, and during the lunch hour. In accordance with district procedures, this privilege may be revoked by the principal when a student is receiving a consequence resulting from a violation of this policy.

5.2 Elementary students are permitted to use their cellphones, smart watches, or emerging technology before the start of the school day and after ~~school~~ dismissal. During school hours, including instructional time, lunch, recess, and transition periods, use of such devices is prohibited except as provided in Section 3.0. ~~With teacher permission and under close staff supervision, elementary students may be permitted to use cellphones, smart watches, or emerging technology during recess and lunch.~~

6.0 The district, in collaboration with principals and teachers, shall facilitate the development and annual review of procedures that address the unique differences between elementary schools, middle schools, and high schools. At each level, the procedures shall address:

6.1 how the school will enforce this policy;

6.2 the circumstances whereby each exception in Section 3.0 shall be granted;

6.3 the process for providing students with access to their cell phone, smart watch, or emerging technology during one of the conditions specified in Section 3.0;

6.4 procedures for cellphone, smart watch, or emerging technology use during non-classroom hours in secondary schools;

6.5 procedures and consequences when a student fails to follow this policy, including how parents will be involved in helping the school enforce the provisions of this policy; and

6.6 how parents will be informed about this policy and the school's rules and procedures pertaining to this policy.

7.0 Each school shall implement the district adopted procedures as written.

8.0 Cellphones, smart watches, and emerging technology shall not be required for student participation in school-sponsored activities.

9.0 Students who bring privately owned devices to school assume full responsibility in the event of theft, loss, or damage. Neither the school nor the district are liable for costs associated with the repair or replacement of privately owned devices.

10.0 The district's acceptable use policies apply to the use of privately owned devices when used by students on school property or during school-sponsored activities.

Cross References:	Utah Admin. Rules: None adopted as of April 2025
Legal References:	Utah Code § 53G-7-226~~7~~

Adoption Date: **June 18, 2025**
Last Revised: **September 9, 2026**
Next Review Date: **September 9, 2026**
Policy Origin: **Adopted June 18, 2025**

Board of Education
Dave Chivers, President ● **Tawnya McKee,** Vice President ● **Todd Massey,** Member
Denise Maynard, Member ● **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: Dr. Mistalyn Leis, Human Resources Director

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: September 9, 2026

Re: Approval of policy 005.0050 Knowledge of Policies and Procedures (2nd Reading)

Recommendation: It is the recommendation of the policy committee that the board approve policy 005.0050 Knowledge of Policies and Procedures on first reading.

Background (rationale): This policy was last reviewed and approved by the board in January of 1989. It is timely to bring this policy at the beginning of the school year to remind all employees of their responsibility to be informed concerning the policies and procedures of Uintah School District.

Policy Implications: None

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: None

Motion: Motion to approve policy 005.0050 Knowledge of Policies and Procedures on second reading.

Dr. Rick Woodford, Superintendent ● **D. Troy Timothy, MBA,** Business Administrator
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Policy: 005.0050

Section: Section 005 - Personnel

Knowledge of Policies and Procedures (2nd Reading)

1.0 GENERAL POLICY STATEMENT

1.1. It shall be the responsibility of all employees to become informed concerning the policies and procedures of Uintah School District as adopted by the Board of Education and to observe the same.

Adoption Date: **01/03/1989**
Last Revised: August 12, 2026
Policy Origin: REVISES POLICY 005.0050 KNOWLEDGE OF POLICIES AND PROCEDURES (LAST APPROVED 01/03/1989)

Uintah School District
Board of Education
Uintah County, Utah

Work Session Pending Meeting Minutes

These meeting minutes are "pending minutes" as that term is used in Utah Code Annotated section 52-4-203. That means the Uintah School District Board of Education has not yet approved them, and they are subject to change until the Board approves them.

Date: August 12, 2026
Time: 4:00 pm
Location: Uintah School District
826 South 1500 East, Naples, Utah

Board Members Present:
- Dave Chivers, President
- Tawnya McKee, Vice President
- Todd Massey
- Denise Maynard
- Robin McClellan

Executive Staff Present:
- Dr. Rick Woodford, Superintendent
- Troy Timothy, Business Administrator
- Mindy Merrell, Support Services Director
- Ryan Maughan, Special Services Director
- Dr. Mistalyn Leis, Human Resources Director
- Christy Nerdin, Director of Instruction

Minutes recorded by Business Administrator's Secretary Sarah Fluckiger.

1. Introduction/Opening

1.01 Welcome/Call to Order

Business Administrator Troy Timothy welcomed attendees. President Dave Chivers called the meeting to order at 4:00 pm.

1.02 Reverence

The reverence was offered by Member Robin McClellan.

2. Policy Revisions

2.01 Policies for Approval on First Reading

A. 007.0310 Student and Family Privacy

Support Services Director Mindy Merrell presented Policy 007.0310, Student and Family Privacy, explaining that the word "Survey" would be removed from the policy title because the policy addresses broader parental rights in education. Ms. Merrell stated that the policy outlines

limitations on district recommendations related to treatments and other matters and requires parents to receive notice during registration of planned surveys, access to survey questions, and information about entities that may receive collected data so parents can make informed decisions regarding student participation. She noted that the revisions align the policy with recent state legislation and model policy language and that the Policy Committee had no additional recommendations following its review. In response to Member McClellan's question, Ms. Merrell confirmed that survey information and links to the questions are provided through the student registration process.

B. 007.0230 Bullying and Hazing

Ms. Merrell presented Policy 007.0230, Bullying and Hazing, revised to align with new state requirements and address retaliation, abusive conduct, reporting, parent notification, and investigation procedures. Board members discussed training frequency for employees, coaches, and volunteers. Dr. Woodford cautioned against exceeding state requirements given the volume of mandatory employee training. The Board supported flexible language requiring initial training and refresher training at least once every three years, with stakeholder feedback requested on frequency. Member McClellan emphasized the policy's commitment to a safe and respectful school environment. The policy will return to the Policy Committee and school community councils for further review.

C. 007.0250 Electronic Devices in Public Schools

Superintendent Dr. Rick Woodford presented Policy 007.0250, Electronic Devices in Public Schools, and explained that the district's current policy complies with state law. The Board reviewed two options: extending a bell-to-bell prohibition through middle school or limiting it to elementary schools while retaining the current secondary policy. Staff survey results and principal feedback indicated benefits from the existing policy, but inconsistent enforcement and continued classroom disruptions, particularly during the third trimester. Discussion focused on student well-being, cyberbullying, parent communication, staff workload, and enforcement challenges. Dr. Woodford and the principals outlined plans to strengthen accountability through student surveys, closer monitoring, and Minga, a tracking system that carries cell phone violations forward across class periods so staff can identify repeated violations and respond sooner. Member McClellan supported a bell-to-bell prohibition through eighth grade, while other Board members favored improving enforcement before expanding restrictions. The policy will return for further Board consideration.

DRAFT

D. 005.0050 Knowledge of Policies and Procedures

Human Resources Director Dr. Mistalyn Leis presented Policy 005.0050, Knowledge of Policies and Procedures, explaining that the policy was updated to clarify employees' responsibility to be familiar with Uintah School District policies and procedures. Dr. Leis stated that employees review and acknowledge the policy through annual mandatory training. She also noted that a statewide committee has reviewed required trainings and their schedules to ensure district employees receive all legally required instruction while minimizing unnecessary duplication.

2.02 Policies for Approval on Second Reading

A. 007.0420 Parent/Teacher Conference Policy (For Elimination)

Director of Instruction Christy Nerdin presented Policy 007.0420, Parent/Teacher Conference Policy, for elimination. Ms. Nerdin explained that parent/teacher conferences will continue and have become increasingly important under Senate Bill 241, but the requirements will be incorporated into the district's Parent and Family Engagement Policy, where they fit more appropriately. She noted that no changes had been made since the policy's first reading.

3. Items Requiring Future Board Action

3.01 Minutes

A. June 17, 2026, Pending Work Session and Business Meeting Minutes & June 25, 2026, Pending Special Board Meeting Minutes

Mr. Timothy reported that all Board-requested corrections to the pending minutes from the June 17, 2026, work session and business meeting and the June 25, 2026, special board meeting had been addressed and posted to Diligent Community. With no further concerns expressed, he recommended that the Board approve the minutes as presented.

3.02 Contracts Needing Board Approval

Mr. Timothy reported that there were no contracts requiring Board approval.

3.03 2026-2027 Board Leadership Governance Calendar

Dr. Woodford presented the 2026–2027 Board Leadership Governance Calendar as an annual planning guide for Board agendas. He summarized updates developed with the executive committee and district directors, including removing outdated requirements, adding an annual review of school resource officer contracts, identifying the school security update as optional, updating staff responsibilities, and adding the annual tax-rate adoption and approval of qualified

teachers to the June agenda. Dr. Woodford noted that the June agenda may require adjustments and emphasized that the calendar is a working document that may be revised as needs arise.

4. Informational/Discussion Items

4.01 Board Committee Reports

Member McClellan reported on the Uintah Schools Foundation, UBTech, the Utah School Boards Association, and the Policy Committee. She noted the Foundation's opening social, the anticipated opening of UBTech's nail technology program in November or December, the September 22 regional meeting, and an upcoming transition in USBA leadership.

Member Maynard reported that the Audit Committee confirmed membership and reviewed the audit schedule; auditors will also examine the district's bullying policy and related school procedures.

Member Massey summarized Finance Committee discussions regarding SuccessFund fundraising, progress toward a balanced food services budget, capital expenditures and future bus replacement planning, investment earnings, proposed budgeting software, and trademark protection for Uintah High School branding.

President Chivers reported that the Facilities Committee discussed restoration and display of the Maeser Elementary bell, irrigation and water-use concerns, and the completed sale of the Glines property. Dr. Woodford stated that the proceeds were returned to the capital account and that the district's existing properties position it well for future school needs.

5. Adjournment

Motion: Member Massey moved to adjourn the work session; Member McClellan seconded.

Vote: Five in favor: President Chivers, Vice President McKee, Member Maynard, Member McClellan, and Member Massey.

The motion carried unanimously. The work session adjourned at 5:43 pm.

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DRAFT

Uintah School District
Board of Education
Uintah County, Utah

Business Meeting Pending Meeting Minutes

These meeting minutes are "pending minutes" as that term is used in Utah Code Annotated section 52-4-203. That means the Uintah School District Board of Education has not yet approved them and they are subject to change until the Board approves them.

Date: August 12, 2026
Time: 6:10 p.m.
Location: Uintah School District
826 South 1500 East, Naples, Utah

Board Members Present:
- Dave Chivers, President
- Tawnya McKee, Vice President
- Todd Massey
- Denise Maynard
- Robin McClellan

Executive Staff Present:
- Dr. Rick Woodford, Superintendent
- Troy Timothy, Business Administrator
- Mindy Merrell, Support Services Director
- Ryan Maughan, Special Services Director
- Dr. Mistalyn Leis, Human Resources Director
- Christy Nerdin, Director of Instruction

Minutes recorded by Business Administrator's Secretary Sarah Fluckiger.

1. Introduction

1.01 Welcome/Call to Order

Business Administrator Troy Timothy welcomed attendees and introduced the board. President Dave Chivers offered opening remarks and called the business meeting to order at 6:10 p.m.

1.02 Reverence

The reverence was offered by Vice President Tawnya McKee.

1.03 Pledge of Allegiance

Member Todd Massey led the Pledge of Allegiance.

1.04 School Reports

Presenter: Central Cove Early Learning Center Principal Erin Brown

Superintendent Dr. Rick Woodford introduced Ms. Brown and commended her leadership and her staff during the transition to the new building. Ms. Brown reported that Central Cove served

DRAFT

341 students during 2025-2026 and ended the year with 314 enrolled, including 207 special education students. She highlighted the school's highest overall DOT (Developmental Observation Tool) performance in four years, improved literacy results, and numeracy performance reaching 75% at benchmark.

Ms. Brown explained that Central Cove continued strengthening instructional structures, collaboration, and student supports so every child has a meaningful place in the program. She outlined partnerships with the Pyramid Consortium and Utah State University, increased family engagement through Family Fridays and the parent partners group, and priorities focused on collaboration, family relationships, and staff capacity. During discussion, Ms. Brown addressed tuition, tuition assistance, university partnerships, and school improvement goals. Board members praised the staff, facility transition, inclusive program, and Ms. Brown's leadership.

1.05 Patron Input

In-Person and Online Comments:

The patron input related to Policy 007.0250 Electronic Devices in Public Schools was moved to later in the meeting to coincide with consideration of that policy agenda item.

No online patron comments were received.

Input given in accordance with Board Policy 002.0720.

2. Business/Action Items

2.01 Consent Calendar

A. Minutes
B. Contracts Needing Board Approval
C. Monthly Board Financial Update
D. 2026-2027 Board Leadership Governance Calendar

Motion: Member Maynard moved to approve the consent calendar, including the June 17, 2026, work session and business meeting minutes; the June 25, 2026, special board meeting minutes; the June and July monthly board financial updates; and the 2026-2027 Board Leadership Governance Calendar. Member McClellan seconded the motion.

Vote: Five in favor: President Chivers, Vice President McKee, Member Maynard, Member McClellan, and Member Massey.

The motion carried unanimously.

2.02 Policies for Approval on First Reading

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A. 007.0310 Student and Family Privacy
B. 007.0230 Bullying and Hazing
C. **007.0250 Electronic Devices in Public Schools**
D. 005.0050 Knowledge of Policies and Procedures

Motion: Member Maynard moved to approve Policy 007.0310 Student and Family Privacy, Policy 007.0230 Bullying and Hazing, and Policy 005.0050 Knowledge of Policies and Procedures on first reading. Vice President McKee seconded the motion.

Vote: Five in favor: President Chivers, Vice President McKee, Member Maynard, Member McClellan, and Member Massey.

The motion carried unanimously.

Vernal Middle School Teacher Kimberly Hawks shared her perspective as a member of the policy committee. Ms. Hawks supported continuing the current middle and high school approach rather than implementing a bell-to-bell restriction. She said the current approach allows parents to communicate with their children while limiting classroom disruptions and avoiding additional enforcement burdens and inconsistencies for teachers and students.

Dr. Woodford clarified that Option 1 would establish a bell-to-bell restriction for middle schools, while Option 2 would generally continue the current middle and high school approach and apply a bell-to-bell restriction at the elementary level. He noted that state law requires access at a designated time and place when requested by a parent and discussed possible fairness and enforcement concerns.

Member Maynard supported giving teachers and administrators additional time to implement and improve the current approach, with the option to revisit a bell-to-bell restriction if concerns continued. Member McClellan expressed support for a bell-to-bell restriction for kindergarten through eighth grade, citing student age and the goal of maintaining healthy learning environments.

Motion: Vice President McKee moved to approve Policy 007.0250 Electronic Devices in Public Schools, Option 2, on first reading. Member Massey seconded the motion.

Vote: Four in favor: President Chivers, Vice President McKee, Member Maynard, and Member Massey. One opposed: Member McClellan.

The motion carried 4-1.

2.03 Policies for Approval on Second Reading

A. 007.0420 Parent/Teacher Conference Policy (For Elimination)

Motion: Member Maynard moved to approve the elimination of Policy 007.0420 Parent/Teacher Conference Policy on second reading. Member McClellan seconded the motion.

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Vote: Five in favor: President Chivers, Vice President McKee, Member Maynard, Member McClellan, and Member Massey.

The motion carried unanimously.

2.04 Personnel Changes

Motion: Member Massey moved to approve the recommended personnel changes. Member Maynard seconded the motion.

Human Resources Director Dr. Mistalyn Leis reviewed the personnel memorandum, which included 10 new hires, nine reassigned employees, three extracurricular coaching appointments, and 20 separations. Dr. Leis reported that the district was entering the school year in strong staffing condition, with approximately 90% retention among full-time employees, strong applicant pools, fewer unlicensed teachers, and no administrative turnover. She also noted that the number of summer separations was slightly lower than in the previous year.

Vote: Five in favor: President Chivers, Vice President McKee, Member Maynard, Member McClellan, and Member Massey.

The motion carried unanimously.

3. Informational / Discussion Items

3.01 Purchases Over $50,000

Mr. Timothy reported four Food Services purchases over $50,000: $200,000 to Basin Wholesale West, $100,000 to Sysco Intermountain, Inc., $64,000 to Gold Creek Foods, LLC, and $52,000 to Yang's 5th Taste.

All purchases were included in the approved budget.

3.02 Calendar Items

Dr. Woodford reviewed upcoming calendar items, including employee contract start dates, new employee orientation, Opening Institute on August 18 at Vernal Middle School, the first day of school on August 19, the Basin Bowl, Labor Day, homecoming week, and the next board meeting on September 9. He invited board members to attend Opening Institute and thanked the principals and staff who compiled the calendar information.

5.01 Superintendent and/or board president follow up or clarification on items discussed during the meeting.

Member McClellan expressed appreciation for the summer break and the preparation underway for the new school year. She thanked employees for the often-unseen work involved in

DRAFT

welcoming and educating every student and congratulated Member Massey on his recent retirement from Strata Networks.

Member Maynard wished employees a successful school year, praised their work, and encouraged them to reach out if they needed support.

Member Massey reflected on the electronic devices policy and emphasized the importance of parents helping children develop responsible cell phone habits. He also thanked district employees for their work and willingness to take on responsibilities beyond their assigned roles.

Vice President McKee thanked those who provided input on the electronic devices policy and acknowledged the complexity of balancing school expectations with parental responsibility. She also expressed appreciation for teachers and recognized that educators bring personal responsibilities and challenges with them as they prepare for the school year.

Mr. Timothy thanked district staff for a successful secretary meeting and encouraged schools to work together as new practices and procedures are implemented. He noted that the changes may require adjustment but will provide schools with improved information and capabilities.

Dr. Woodford previewed the school year theme, "Aligning for Success," and explained that alignment extends beyond curriculum to the systems supporting student outcomes. He proposed using the fall board retreat to revisit the district's strategic plan and goals in preparation for future board transitions.

President Chivers expressed pride in the district team and praised the caliber of the employees and their commitment to the district's work.

4. Closed Session

President Chivers stated the need to enter closed session.

Motion: Vice President McKee moved to enter closed session for discussion of the character, professional competence, or physical or mental health of an individual.
Member Massey seconded the motion.

Roll Call Vote:

Member McClellan – Aye
Member Massey – Aye
Member Maynard – Aye
Vice President McKee – Aye
President Chivers – Aye

The motion carried unanimously. The Board entered closed session at 7:10 p.m.

The board returned to open session at 8:02 p.m. and resumed the business meeting.

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5. Adjournment

5.01 Meeting Adjourned

Motion: Member Maynard moved to adjourn the meeting. Member McClellan seconded the motion.

Vote: Five in favor: President Chivers, Vice President McKee, Member Maynard, Member McClellan, and Member Massey.

The motion carried unanimously. The business meeting adjourned at 8:02 p.m.

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DATE: **August 12, 2026**
TO: UINTAH BOARD OF EDUCATION
FROM: Dr. Mistalyn Leis, Director of Human Resources
RE: Board Approval Request for **August 12, 2026:** Board Approval of New Hires, Newly Assigned Employees; Notification of Separations of Employment

Superintendent Woodford requests Board approval of the following individuals for hire/assignment to new positions:
NEW HIRES – BOARD APPROVAL REQUESTED:

Name	Position	Assignment	FTE	Education/ Training	Source of Funding
Addyson Batty	SpEd Preschool Aide	CEC	0.7375	All Required	Program 0183 Specialists and Aides
Valeria Priego	SpEd Preschool Aide	CEC	0.4875	All Required	Program 1215 SpEd Preschool
Jennie Goodrich	Intervention Aide	Ashley	0.7375	All Required	Program 7801 ESEA Title 1 Grants
Ashley Moore	SpEd Aide	Ashley	0.7375	All Required	Program 7524 IDEA B – Disabled
Emily MacDonald	Grade 1 Teacher	Discovery	1.0	Bachelor of Science Major: Elementary Education	Program 0050 Regular Education
Tamara Fazli Dundev	SpEd Aide	Naples	0.7375	All Required	Program 1205 SpEd Add On
Taylor Olson	Custodian	UHS	1.0	All Required	Program 0285 Maintenance Operations
Windy Barton	Bus Driver	Transportation	0.7375	All Required	Program 5315 Pupil Transportation
David Greenwood	Bus Driver	Transportation	0.7375	All Required	Program 5315 Pupil Transportation
Sarah Hall	Bus Driver	Transportation	0.7375	All Required	Program 5315 Pupil Transportation

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NEWLY ASSIGNED EMPLOYEES – BOARD APPROVAL REQUESTED:

Name	Former (Current) Assignment	New Assignment	Effective Date
Chelsie Perez	Office Aide (0.4875 FTE) @ CEC	Part-time Secretary (0.7375 FTE) @ CEC	8/3/2026
Marney Freestone	SpEd Aide (0.7375 FTE) @ AVEC	Part-time SpEd Teacher (0.625 FTE) @ AVEC	8/17/2026
Jennifer Anderton	SpEd Aide (0.875 FTE) @ Ashley	SpEd Teacher (1.0 FTE) @ Naples	8/17/2026
Crystelle Bitton	Grade 1 Teacher (1.0 FTE) @ Discovery	BTS Elementary Music/Dance Teacher (0.625 FTE) @ Discovery	8/17/2026
Ramsay Taliaferro	Science Aide (0.7375 FTE) @ UHS	PE/Health Teacher (1.0 FTE) @ UMS	8/17/2026
Ashton Wachter	SpEd Aide (0.7375 FTE) @ Maeser	STEM Specialist (0.7375 FTE) @ Ashley	8/18/2026
Merisa Beasley	Intervention Aide (0.7375 FTE) @ UMS	SpEd Aide (0.7375 FTE) @ Ashley	8/18/2026
April Bruso	SpEd OT Aide (0.7375 FTE) @ USD	SpEd Aide (0.7375 FTE) @ Ashley	8/18/2026
Lainee McClure	Intervention Aide (0.7375 FTE) @ Naples	Intervention Aide (0.7375 FTE) @ Ashley	8/18/2026

NEWLY HIRED EXTRACURRICULAR COACHES:

Name	Program	School	Years of Service
Joseph Meanea	Assistant Girls Basketball Coach	UHS	20
LaDonna Christensen	Middle School Cross Country Coach	UMS	1
Ramsay Taliaferro	Middle School Strength & Conditional Coach	UMS	1

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Board of Education

Dave Chivers, President • **Tawnya McKee,** Vice President • **Todd Massey,** Member
Denise Maynard, Member • **Robin McClellan,** Member

Memorandum

To: Dave Chivers, President
Tawna McKee, Vice President
USD Board Members

From: Troy Timothy, Business Administrator

Cc: Dr. Rick Woodford, Superintendent
Shawnna Muhme, Superintendent Secretary

Date: September 2, 2026

Re: Contracts Needing Approval

Recommendation: Approve the contract discussed below.

Background (rationale): The Transportation Department on behalf of Uintah School District would like to enter into a 3-year contract with Samsara to continue providing USD with the software necessary to do pre and post trip inspections, GPS navigation for tracking driving habits, ie. speeding, mechanical errors, drivers' location, as well as providing safety reports for fleet management. The agreement is attached and the 3-year total cost will be $65,790.00, to be paid in annual installments.

The Business Department would like to purchase budgeting software to assist with the district wide budget process, collaboration, and subsequent reporting, as well as budget presentation. After the review of a few companies' platforms, it was determined that Allovue from Powerschool Group, LLC provides the best value to the district. The total 3-year 10-month cost for this software will be $133,293.29.

Policy Implications: None

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: The total cost for the Samsara district vehicle/bus fleet licenses (hardware and accessories) as discussed above, will be $65,790.00. The total cost for the Allovue software discussed above will be $133,293.29.

Motion: I move to approve the above-mentioned contracts with Samsara and Powerschool.

Dr. Rick Woodford, Superintendent • **D. Troy Timothy, MBA,** Business Administrator
826 South 1500 East • Naples, UT 84078
435.781.3100 • 435.781.3107 fax
www.uintah.net

3 year

SAMSARA

Quote #: Q-2795761

Issued Date: 08-19-2026
Expires 10-01-2026
Order Number: S-1911815

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 10-27-2026

Prepared For:
Uintah District
826 S 1500 E
Naples,
Utah
84078

Prepared By:
Max Kolotinsky
max.kolotinsky@samsara.com

Cost Overview

License Term: 36 Months

Total License Cost over 36 Months	$65,790.00
Hardware and Accessories	Included

Shipping and Handling*	$0.00
Total Sales Tax*	$0.00
Total Contract Value[1]	$65,790.00
First Invoice[1]	$21,930.00
Recurring Invoice[2]	$21,930.00

[1]*Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax*

[2]*Amount displayed is for products purchased in this order only, Includes estimated sales tax*

** If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

SAMSARA

Product Overview

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD		
	$258.00	$21,930.00
LIC-VG-PS• QTY: 85		
Total Price:		$21,930.00

SAMSARA

Billing Details:

Bill To:

Uintah District
826 S 1500 E
Naples, Utah, 84078

Billing Contact:

Name: Erik Middleton
Title: Assistant Coordinator
Billing Email:
erik.middleton@uintah.net
Phone Number: 4357813180

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

SAMSARA

Thank you for considering Samsara

Samsara's mission is to increase the safety, efficiency, and sustainability of the operations that power the global economy. We are the pioneer of the Connected Operations Cloud, which allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations. We are pleased to offer you the Samsara products and services included in this Order Form.

What is included?

Samsara's connected operations solution includes the Products listed in this Order Form. Licenses provide all features included in the respective license, including access to the following as applicable:

- Access to the Samsara Hosted Software dashboard and as applicable mobile App features
- Samsara Software updates
- API access for integration with third party systems as applicable to your licenses
- Support and maintenance for Samsara Products as applicable
- Access to learning resources

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such

Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this

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Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notice of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-885849-1
Quote Expiration Date 10-SEP-2026

Prepared By:	Mack Donoghue	Customer Contact:	Rodrigo Jurado
Customer Name:	Uintah County School District	Title:	Controller
Enrollment:	6,500	Address:	635 W 200 S
Contract Term:	45 Months	City:	Vernal
Start Date:	September 14, 2026	State/Province:	Utah
End Date:	June 30, 2030	Zip Code:	84078-3055
Payment Terms:	Net 30	Phone #	(435)781-3100x1025
		Pricing Vehicle Contract #:	

Contract Term : September 14, 2026 to June 30, 2030

Quote Summary

License and Subscription Period(s)	License and Subscription	Implementation/ Training	Total
Subscription Period 1: September 14, 2026 to June 30, 2028	USD 45,581.49	USD 33,037.50	USD 78,618.99
Subscription Period 2: July 1, 2028 to June 30, 2029	USD 26,670.39	USD 0.00	USD 26,670.39
Subscription Period 3: July 1, 2029 to June 30, 2030	USD 28,003.91	USD 0.00	USD 28,003.91
Total Contract : September 14, 2026 to June 30, 2030	USD 100,255.79	USD 33,037.50	USD 133,293.29

Period 1 : September 14, 2026 to June 30, 2028

License and Subscription Fees

Product Description	Quantity	Unit	Uplift %	Price
Allovue Budget Suite	6,370.00	Students		USD 45,581.49
Allovue Budget Book Add On	1.00	Each		USD 0.00

License and Subscription Fees : USD 45,581.49

Professional Services and Setup

Product Description	Quantity	Unit	Uplift %	Price
Allovue Budget Suite Deployment - Comprehensive	1.00	Each		USD 28,200.00
Allovue Strategic Consulting Custom	1.00	Each		USD 2,437.50
Allovue Manage Integrated Staffing Add On	20.00	Hour		USD 2,400.00

Professional Services and Setup : USD 33,037.50

Training Services : USD 0.00

Onsite Training travel expenses are included in cost

Term 1 Total Fees : USD 78,618.99

Period 2 : July 1, 2028 to June 30, 2029

License and Subscription Fees

Product Description	Quantity	Unit	Uplift %	Price
Allovue Budget Suite	6,370.00	Students	5.00	USD 26,670.39

Product Description	Quantity	Unit	Uplift %	Price
Allovue Budget Book Add On	1.00	Each	5.00	USD 0.00

License and Subscription Fees : USD 26,670.39

Period 3 : July 1, 2029 to June 30, 2030

License and Subscription Fees

Product Description	Quantity	Unit	Uplift %	Price
Allovue Budget Suite	6,370.00	Students	5.00	USD 28,003.91
Allovue Budget Book Add On	1.00	Each	5.00	USD 0.00

License and Subscription Fees : USD 28,003.91

Total Contract Amount: : USD 133,293.29

Estimated Annual Ongoing Fees as of July 1, 2030 - Fees subject to an annual uplift, which will be reflected on a renewal quote

License and Subscription Fees

Product Description	Quantity	Unit	Price
Allovue Budget Suite	6,370.00	Students	USD 28,003.91
Allovue Budget Book Add On	1.00	Each	USD 0.00

License and Subscription Fees : USD 28,003.91

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

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PowerSchool Statement of Work

Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Subject Matter Experts, and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of Your PowerSchool product(s) that are covered for implementation services and level of coverage.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. If travel is required, all travel-related expenses will be invoiced as incurred.
3. Implementation services are completed when delivered, and the deliverable acceptance procedure is complete.
4. Additional services are available and can be purchased for items out of the scope of implementation.
5. Customer must identify a designated Customer Project Lead before the start of the project. The Customer Project Lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
6. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
7. All approvals must be completed by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories.
8. The product will be deployed "as is" based on available features and functions at the time of implementation.

PowerSchool

Allovue Integrated Staffing

Overview

This Statement of Work (SOW) outlines the scope of work, roles and responsibilities, services phases, and other critical elements necessary for the successful addition of Inegrated Staffing for the following product:

- Allovue Manage

Your service project will follow a project plan that consists of milestones with meetings and activities for the product purchased. We will meet weekly or biweekly with your team to review the upcoming milestones and evaluate any tasks and requirements for milestone completion.

Serivces Roles and Responsibilities

Our service team will work alongside your team to configure Allovue Integrated Staffing to fit your unique processes and support your staff. This team consists of:

PowerSchool Resources

- **Implementation Consultant:** Serves as your strategic thought partner and primary point of contact.
- **Data Associate:** Establishes data integrations between your systems and PowerSchool products.

In additional to the resources needed on the PowerSchool side, we request a team of dedicated customer resources. This team consists of:

Customer Resources

- **Project Lead:** The overarching point of contact who will serve as the primary communication and decision-making team member.
- **Data Lead:** Ability to highlight/address any data concerns that may arise during the data collection process

Services Phases

This section will overview the PowerSchool responsibilities, customer responsibilities and the completion criteria for each phase of your services contract to clearly define all appropriate parameters.

Initiating

PowerSchool Responsibilities

- Send Welcome Email and include the following:
  - Statement of Work
  - Tentative kick-off meeting options
  - Kick-off meeting agenda
  - Customer key contact requests
- Identify PowerSchool Project Team
  - Implementation Consultant
  - Data Associate

Customer Responsibilities

- Sign and return Statement of Work
- Select a kick-off meeting time
- Identify customer key contacts

Completion Criteria

This activity will be considered complete when:

- Customer returns a signed Statement of Work to PowerSchool
- Customer selects a kick-off meeting time
- Customer selects key contacts

Planning

PowerSchool Responsibilities

- Schedule and conduct kick-off meeting
- Schedule and conduct data introduction meeting
- Review the Integrated Staffing process
- Send data requirements documentation
- Update the project plan to include the Integrated Staffing timeline
- Schedule a weekly or biweekly meeting
- Send customer access to their project plan

Customer Responsibilities

- Attend kick-off meeting
- Attend data introduction meeting
- Select a weekly or biweekly meeting time slot and list of attendees
- Update the project plan to indicate customer tasks completed

Completion Criteria

This activity will be considered complete when:

- Customer attends the kick-off meeting
- Customer attends the data introduction meeting
- Customer has access to their updated project plan
- PowerSchool schedules weekly or biweekly meeting

Executing

PowerSchool Responsibilities

- Enable Staffing in Manage
- Schedule and conduct an Integrated Staffing kick-off meeting
- Receive data via 1 of 2 options:
    - Establish a direct database connection between Manage and the customers ERP
    - Create an SFTP site for the customer to post nightly upload files
- Confirm the following Staffing components are ready:
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Benefits
- Upload the following Staffing Configuration data:
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Benefits

Customer Responsibilities

- Log into Manage

- Attend Integrated Staffing kick-off meeting
- Send data via 1 of 2 options:
  - Direct database connection between Manage and the customer ERP
  - Nightly uploads sent to an SFTP site
- Review the following Manage Staffing configuration data:
  - Employees
  - Jobs
  - Positions
  - Position Funding
  - Assignments
  - Assignment Funding
  - Salaries
  - Benefits

Completion Criteria

This activity will be considered complete when:

- Manage Staffing has been installed and configured
- Data is received via Direct Database Access or SFTP
- Customer reviews data configuration

Monitoring

PowerSchool Responsibilities

- Verify customer has full access to begin data approval process
- Resolve any reported data and setup issues
- Set up recurring data updates

Customer Responsibilities

- Approve the following Integrated Staffing configuration data:
  - Employees
  - Jobs
  - Positions
  - Position Funding
  - Assignments
  - Assignment Funding
  - Salaries
  - Benefits

- Report any data and setup issues to your services team

Completion Criteria

This activity will be considered complete when:

- Customer has approved data for launch in Manage

Closing

PowerSchool Responsibilities

- Schedule and conduct admin user training
- Schedule and conduct end user training
- Schedule and conduct a lessons learned meeting
- Introduce customer to support contact methods and PowerSchool Community
- Provide final project sign-off to customer

Customer Responsibilities

- Attend training sessions
- Attend lessons learned meeting
- Understand that PowerSchool Technical Support will become primary contact
- Complete final project sign-off
- Complete the Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Complete final project sign-off

PowerSchool

Allovue Budget Suite Deployment - Comprehensive

Overview

This Statement of Work (SOW) outlines the scope of work, roles and responsibilities, implementation phases, and other critical elements necessary for the successful implementation of the following product:

- Allovue Budget Suite (Allocate, Budget, Manage)

Our implementation and deployment services are designed to help you maximize the value of your investment in PowerSchool. We believe that our partnership will help usher real change into your financial management practices.

Your implementation will follow a project plan that consists of milestones with meetings and activities for the product purchased. We will meet weekly with your team to review the upcoming milestones and evaluate any tasks and requirements for milestone completion.

Comprehensive Package Includes:

- Installation with login credentials provided
- 1 – 60min System admin training per module
- Configuration and upload walkthrough with PowerSchool taking the lead on ALL module data setup
- PowerSchool assistance on formatting data upload files for customer [**NO PDF data files accepted]**
- Up to 3 – 60 min end user training session per module
- 22 – 60min weekly meetings with you Services Implementation Team
- 30 days of access to your implementation team post-implementation via email and up to 3 – 60min meetings

Allocate Specific

- Assistance with configuring more complex funding models and formulas

Manage Specific

- Creation of SFTP site for nightly file storage OR Direct Database Access (DDA) to customer ERP for nightly data pull
- PowerSchool will assist with script creation OR direct database connection
- Two 1-time Staffing data uploads
- Revenue data included

Implementation Roles and Responsibilities

Our implementation team will work alongside your team to configure Allovue Budget to fit your unique processes and support your staff. This team consists of:

PowerSchool Resources

- **Implementation Consultant:** Serves as your strategic thought partner and primary point of contact during implementation.
- **Project Manager:** Assists with the management of the implementation project plan by making sure milestones stay on track and tasks are completed.
- **Technical Consultant:** Establishes data integrations between your systems and PowerSchool products.

In addition to the resources needed on the PowerSchool side, we request a team of dedicated customer resources. This team consists of:

Customer Resources

- **Project Lead:** The overarching point of contact who will serve as the primary communication and decision-making team member.
- **Data Lead:** Ability to highlight/address any data concerns that may arise during the data collection process.
- **Strategic Lead:** Responsible for thinking through any critical components to the setup of the tool, rollout date considerations, change management components, and user permissions.

Implementation Phases

This section will overview the PowerSchool responsibilities, customer responsibilities and the completion criteria for each phase of the implementation to clearly define all appropriate parameters.

Initiating

PowerSchool Responsibilities

- Send Statement of Work (SOW)
- Send Welcome Email and include the following:
    - Tentative kick-off meeting options

  - Kick-off meeting agenda
  - Customer key contact requests
- Identify PowerSchool Project Team
  - Implementation Consultant
  - Project Manager
  - Data Associate
- Create a customer specific PowerPoint presentation for kick-off

Customer Responsibilities

- Sign and return Statement of Work
- Select a kick-off meeting time
- Identify customer key contacts

Completion Criteria

This activity will be considered complete when:

- Customer returns a signed Statement of Work to PowerSchool
- Customer selects a kick-off meeting time
- Customer selects key contacts

Planning

PowerSchool Responsibilities

- Schedule and conduct kick-off meeting
- Review the implementation process
- Send data requirements documentation
- Update the project plan to include the implementation timeline
- Schedule a weekly implementation meeting
- Provide customer access to:
  - Project plan in Smartsheet
  - Datto for secure file sharing

Customer Responsibilities

- Attend kick-off meeting
- Select a weekly implementation meeting time slot and list of attendees
- Send initial set of data for PowerSchool to begin reviewing

- Update the project plan to indicate customer tasks completed

Completion Criteria

This activity will be considered complete when:

- Customer attends the kick-off meeting
- Customer attends System Admin training sessions
- Customer has access to their updated project plan
- Customer has access to Datto
- Customer sends initial data requests
- PowerSchool schedules weekly meeting

Executing

PowerSchool Responsibilities

- Install allovue.app
- Provide login credentials to customer
- Schedule and conduct a module specific kick-off meeting depending on order of implementation
- Schedule and conduct System Admin Training ***[this package includes 1 – 60min admin training session per module]***

Allocate

- Review the customer Funding Model and Formula
- Upload and enter the following configuration data:
    - Organizations
    - Organization Characteristics
    - Historical Data
    - Job Types
    - Sub-Enrollments
    - Rule Groups
- Build out the customer Formula(s)
- Enter Enrollment Projections
- Create a baseline Scenario
- Complete an initial data quality assurance check

Manage

- Receive data from customer one of the following ways:
    - Nightly files sent to an SFTP site
    - Direct Database Access (DDA)
- Cross-check Account Balances report with Manage data
- Create the following Manage configuration data:
    - Roles
    - Buckets
    - Budgets
    - Users
    - User Configuration
- Create the following optional Manage configuration data *(if applicable):*
    - Strategies & Priorities
    - Rollup Widget Template
    - Account Types
    - Account Customer Attributes
    - FAQ's
- Set up recurring data updates for all financial data
- Create the following Manage Staffing configuration data
    - Employees
    - Jobs
    - Positions
    - Position Funding
    - Assignments
    - Assignment Funding
    - Salaries
    - Compensation Plans
    - Vacancy Pays
    - Benefits
    - Vacancy Benefits

Budget

- Carry over Adopted Scenario from Allocate
- Carry over Staffing data from Manage
- Create Approval Workflows
- Upload Vacancy Pay and Vacancy Benefit changes
- Upload Employee Pay changes and Benefit changes

- Add new segment codes required in Manage Segments *(if applicable)*

Customer Responsibilities

- Log into allovue.app
- Attend admin training sessions
- Review all data components

Manage

- Send data to PowerSchool one of the following ways:
  - Nightly files sent to an SFTP site
  - Direct Database Access (DDA)

Completion Criteria

This activity will be considered complete when:

- Allocate, Budget, and Manage have been installed and configured
- Data is received via SFTP site or DDA
- Customer reviews data components

Monitoring

PowerSchool Responsibilities

- Verify customer has full access to begin data approval process
- Resolve any data and setup reported issues

Customer Responsibilities

- Approve the following data:
  - All configuration data in Allocate
  - All configuration data in Manage
  - All configuration data in Budget
- Report any data and setup issues to your implementation team

Completion Criteria

This activity will be considered complete when:

- Customer has approved data for launch in allovue.app

Closing

PowerSchool Responsibilities

- Schedule and conduct end user training ***[this package includes up to 3 - 60min end user training sessions per module]***
- Schedule and conduct a lessons learned meeting
- Introduce customer to support contact methods and PowerSchool Community
- Provide final project sign-off to customer

Customer Responsibilities

- Attend training sessions
- Attend lessons learned meeting
- Understand that PowerSchool Technical Support will become primary contact
- Complete final project sign-off
- Complete the Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Complete final project sign-off

MAIN SERVICES AGREEMENT

2024 version

This Main Services Agreement (with all attached exhibits and referenced documents and links, the "**Main Services Agreement**"), combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the "**Agreement**", as may be amended from time to time. The Quotes and SOWs, including any addenda and supplements thereto, may be individually referred to as an "**Ordering Document**" or collectively referred to as the "**Ordering Documents**".

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) ("**PowerSchool**") and Customer identified below and governs Customer's access and use of Services. This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement (or if the Quote is not signed, then the date of the purchase order received by PowerSchool), or (iii) the date on which Customer is granted access to the Services (the "**Effective Date**"). Each PowerSchool and Customer is individually referred to as a "**Party**" and collectively as the "**Parties**".

1. DEFINITIONS.

1.1. "**Account Country**" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. "**Customer**" means the school, school district, college, university, institution, agency, or other entity that purchases one or more of the Services, as identified on the applicable Ordering Document.

1.3. "**Customer Data**" means all data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer.

1.4. "**De-identified Data**" means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

1.5. "**Documentation**" means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software as made available to Customer by PowerSchool, including any updates thereto.

1.6. "**Excluded Claims**" means claims or liability arising out of: (a) a Party's violation of the other Party's proprietary or intellectual property rights; (b) PowerSchool's violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data; or (c) either Party's indemnity obligations under this Agreement.

1.7. "**Intellectual Property Rights**" means any and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

1.8. "**Licensed Applications**" means software applications developed by third parties that are licensed by PowerSchool and are embedded in or bundled with the Subscription Services provided by PowerSchool hereunder.

1.9. "**Licensed Site(s)**" means the internet address of the web-based location for accessing a Subscription or, if for an on-premise implementation, the initial location where the PowerSchool Software listed on the applicable Quote is installed.

1.10. "**Personal Data**" means information that alone, or in combination with other information about an individual, identifies, relates to, or could reasonably be linked to a natural person.

1.11. "**PowerSchool Contracting Entity**" means the entity identified in the table below, based on Customer's Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive Folsom, CA 95630

United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
Any other country that is not Canada, the United States, India, or UAE[1]	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630

1.12. "**PowerSchool Software**" means PowerSchool's proprietary software applications and the associated Licensed Applications, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "**Professional Services**" means work performed by PowerSchool or its permitted subcontractors or channel partners under an Ordering Document, including implementation, training, consulting, customization and other professional services, and any deliverables specified in an Ordering Document.

1.14. "**Quote**" means PowerSchool's standard order form that (i) specifies the Services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated into or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

1.15. "**Services**" means any Subscription Service(s), including all content made available by PowerSchool through the Subscription Services, and any Professional Services provided to Customer hereunder.

1.16. "**Statement of Work**" or "**SOW**" means a statement of work document that describes the Professional Services to be performed hereunder and that is entered into between Customer and PowerSchool or is otherwise incorporated into a Quote entered into between Customer and PowerSchool.

1.17. "**Subscription Services**" means the provision of the PowerSchool Software to Customer on a subscription basis as a cloud-based service, a term license, or as an on-premise installation, including any hosting services or Support Services provided as part of the Subscription Services or otherwise purchased by Customer.

1.18. "**Subscription Term**" has the meaning set forth in Section 13.2 (Subscription Term).

1.19. "**Support Services**" means the maintenance and support for the Subscription Services or as purchased by Customer, as described in PowerSchool's standard support policy at https://www.powerschool.com/Support-Policy-SLA_2024/.

1.20. "**Term**" has the meaning set forth in Section 13.1 (Agreement Term).

1.21. "**Third-Party Software**" means software products supplied or developed for a particular purpose by someone other than PowerSchool and not licensed by PowerSchool hereunder.

1.22. "**Trademarks**" means all trademarks, service marks, logos, slogans, trade names, business names, and other source identifiers, including domain names, whether registered or unregistered, and including all of the goodwill of the business related to the foregoing.

1.23. "**Transaction Data**" means system performance information monitoring the PowerSchool Software alone and at times of usage as the User may access and progress through the features and functions of a Subscription Service.

1.24. "**User(s)**" means individuals authorized by Customer to access PowerSchool Software, including teachers, students, parents, guardians, employees, authorized personnel, and job applicants as applicable to the respective PowerSchool Software.

2. PROVISION OF SERVICES AND RESTRICTIONS.

2.1 Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) for cloud-based Subscription Services, make such Subscription Services available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation and the terms of this Agreement, and host such Subscription Services consistent with the service level agreement set forth at https://www.powerschool.com/Support-Policy-SLA_2024/; (b) for on-premise Subscription Services, grant Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote; and (c) provide the applicable standard Support Services (or upgraded Support Services if purchased). Customer must purchase separate Support Services for on-premise implementation of the

[1] PowerSchool Offerings in India and United Arab Emirates are under a different Main Services Agreement.

Subscription Services.

2.2 Professional Services. If purchased, PowerSchool will provide the Professional Services specified in the applicable SOW, subject to Customer's payment of all applicable fees and to the terms of PowerSchool's Professional Services Policy set forth at https://www.powerschool.com/Professional-Services-Policy_2024/, which is incorporated herein by reference.

2.3 Restrictions. Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.3.1 Customer will use the Services only for the internal purposes of Customer and only for Licensed Sites through the stated Subscription Term in the Quote. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.3.2 Customer will not, and will not permit Users or third parties to: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool.

2.3.3 Customer and its Users shall keep user identification and password information strictly confidential and not share such information with any unauthorized person and shall be responsible for any and all activities that occur under all Customer accounts. If unauthorized access to, or use of, the Services occurs, Customer shall promptly notify PowerSchool.

2.3.4 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted Services, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems. PowerSchool allows vulnerability scanning from PowerSchool-approved vendors, such as the Cybersecurity & Infrastructure Security Agency (CISA).

2.3.5 PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the Services upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

2.4 Updates to Subscription Services. During the Term, PowerSchool may, at no cost to Customer, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will not materially degrade existing features and functionality. After giving Customer reasonable advance notice, PowerSchool may update and/or upgrade the Subscription Services provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally.

2.5 Sustaining Application Planning Program (SAP). PowerSchool reserves the right to discontinue a PowerSchool Software as part of its sustaining application planning program (SAP). PowerSchool shall provide Customer with twelve (12) months' advanced notice for PowerSchool's proprietary Software affected, and for affected Licensed Applications, as much notice as practical after PowerSchool receives notice from the applicable licensors. PowerSchool will use commercially reasonable efforts to transition Customer to a PowerSchool Software with substantial similar functions and features. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is discontinued. Such credit can be applied towards the future purchase of a Service within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

2.6 Background Checks. PowerSchool conducts thorough nation-wide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a background check of its employees before any assignment of services from PowerSchool to the Customer.

3. CUSTOMER DATA.

3.1 Rights in Customer Data. As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 3 (Customer Data). Customer is responsible for the accuracy and legality of any content provided to PowerSchool as Customer Data. PowerSchool will ensure that its use of the Customer Data always complies with this Agreement, PowerSchool's privacy statement, and all applicable laws, regulations, and conventions.

3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subprocessors and the PowerSchool personnel as are necessary to provide, perform and deliver the Services. The Customer further agrees to establish a basis for the processing of Personal Data, including, where required by applicable laws and regulations, by obtaining the relevant informed and voluntary consent from any applicable data subject (in the case of when the data subject is a child or minor, then informed, voluntary, and verified consent from the relevant parent or guardian of the child or minor is required) for: (a) PowerSchool to process the data subject's information, in the form of Customer Data; and (b) the Customer to be allowed to transfer Personal Data to PowerSchool for processing, by sharing such Personal Data with its other approved data subprocessors. Except as provided in Section 5.4 (Compelled Disclosure), PowerSchool will not share the Customer Data with third parties without Customer's express consent. PowerSchool will not rent or sell Customer Data and will treat such data as Confidential Information. "

3.3 Data Privacy and Security. By executing the MSA or an Ordering Document or issuing a purchase order referencing an Ordering Document, each Party agrees to the terms of the specified PowerSchool statewide data privacy agreement set forth at https://www.powerschool.com/Customer-State-DPA_2024/ for the Customer's applicable state ("**PowerSchool State DPA**"). However, if the Parties, at the time of execution of this MSA or an Ordering Document, expressly agree in writing to supersede such PowerSchool State DPA with a separately negotiated data privacy agreement executed by and between the Parties ("**Negotiated DPA**"), such Negotiated DPA shall govern the Customer Data processed under this Agreement. Such Negotiated DPA, if existing, shall be executed and either submitted with the applicable Ordering Document or separately returned to PowerSchool as a stand-alone document. The Parties agree to comply with the PowerSchool State DPA or the Negotiated DPA, as applicable, and such applicable DPA shall supplement the terms of this Agreement.

3.4 Security Training. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with the Services when available within the applicable Service. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

4. PROPRIETARY RIGHTS

4.1 PowerSchool Services and Software. PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

4.2 Transaction Data. Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely for internal research and to develop, improve, support, and operate its products and services during and after the Term.

4.3 De-Identified Data. Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

4.4 Feedback. If Customer or any User provides PowerSchool with any suggestions, comments, enhancement requests, or other feedback relating to the PowerSchool Services or any other PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

4.6 No Use of Trademarks. Except as set forth below, neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party).

4.7 Marketing. Subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of the Services ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30)

days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to champions@powerschool.com with a copy to legalnotices@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party (as may disclose or make available Confidential Information to the other Party. "**Confidential Information**" means non-public information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans, roadmaps, and designs, and business processes. Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional PowerSchool services.

5.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Public Record Act. Notwithstanding anything herein to the contrary, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

6. FEES AND PAYMENT.

6.1 Fees. Customer agrees to pay PowerSchool for all fees charged for the Services consistent with the terms on the Quote and invoice. Unless Customer provides PowerSchool with evidence of its tax-exemption status, Customer will be responsible for paying all applicable sales, use, value-added, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. All fees set forth in any Quote or invoice will be in the currency set forth in the applicable Quote.

6.2 Enrollment Increases. If fees for any of the Services are based on quantity or student count and Customer accesses such Services with more than the quantity identified in the applicable Quote, then Customer will pay the fees for the excess usage based on its then-current per individual and support fees. Any such increase in quantity will be maintained through the end of the then-current subscription period.

6.3 Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments on or before the due date specified on the applicable invoice by the method specified on the invoice. PowerSchool may accept credit card payment; however, credit card payments shall subject Customer to a transaction fee and a $250,000 transaction limit. Subject to the "Payment Disputes" section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue.

6.4 Payment Disputes. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.5 No Deductions or Setoffs. Subject to Customer's right to dispute an invoice under Section 6.4 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, deduction, or withholding for any reason.

7. PRODUCT-SPECIFIC AND PASS-THROUGH TERMS.

7.1 Licensed Applications. If the Services include Licensed Applications, provision of such Licensed Applications may be subject to additional license terms identified at https://www.powerschool.com/Product-Specific-Terms_2024/, which terms are incorporated herein by reference and are required by PowerSchool's licensors to pass through to Customer without any modification. Such licensors audit PowerSchool to ensure compliance with this requirement.,

7.2 Third-Party Software. Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Third-Party Software.

7.3 Product-Specific Terms. Certain Services may be subject to additional product-specific terms identified at https://www.powerschool.com/Product-Specific-Terms_2024/, which are incorporated herein by reference.

8. LIMITED WARRANTY.

PowerSchool warrants that the PowerSchool Software included in the Services will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the non-conformity was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), THE SERVICES, POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNITERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 PowerSchool Indemnity. PowerSchool will defend Customer and its board members, officers, staff, employees and representatives ("**Customer Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against Customer Indemnitee (a "**Claim Against Customer**"): (i) alleging any Service, when used as authorized under

this Agreement, infringes or misappropriates a third party's Intellectual Property Rights; (ii) to the extent arising from the Services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by PowerSchool personnel or subcontractors in their performance of the Services. PowerSchool will indemnify and hold Customer harmless from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PowerSchool in writing of, a Claim Against Customer.

10.1.1 Mitigation. If Customer's use of the Services is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the Services, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the Services; or if (i) or (ii) is not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the fees prepaid by Customer for the applicable Services.

10.1.2 Exclusions. The above defense and indemnification obligations do not apply to the extent the Claim Against Customer arises from: (i) modifications to the Services by any party other than PowerSchool or its subcontractor; (ii) the combination of the Services with software, hardware, data, products or processes not provided by PowerSchool, if the Services or use thereof would not infringe without such combination; (iii) Customer's breach of this Agreement or violation of applicable law; or (iv) Customer Data, or any deliverables or components not provided by PowerSchool or its subcontractor.

10.2 Indemnification by Customer. To the extent permitted under applicable law, Customer will defend PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against a PowerSchool Indemnitee (a "**Claim Against PowerSchool**") to the extent arising out of: (a) any Customer Data or use of Customer Data with the Services; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement. Customer will indemnify and hold PowerSchool harmless from any damages, attorney fees, and costs finally awarded against PowerSchool as a result of, or for amounts paid by PowerSchool under a settlement approved by Customer in writing of, a Claim Against PowerSchool. The above defense and indemnification obligations do not apply if a Claim Against PowerSchool arises from PowerSchool's breach of the Agreement or violation of applicable law.

10.3 Procedure. The indemnifying Party's obligations are expressly conditioned upon the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any Claim Against Customer or Claim against PowerSchool, as applicable (the "**Claim**"); (b) the indemnifying Party will have sole control of the defense and settlement of the Claim; (c) the indemnified Party gives all reasonable assistance, at the indemnifying Party's expense, to facilitate the settlement or defense of the Claim; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

10.4 Sole and Exclusive Remedy. THIS "INDEMNIFICATION" SECTION STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH

PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.3 EXCEPTIONS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

12. INSURANCE. Each Party will maintain, at its own expense during the Term, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, cyber liability, automobile liability, and worker's compensation insurance as required by applicable law. PowerSchool's current certificate of insurance ("**COI**") is found at https://www.powerschool.com/Certificate of Insurance_2024/, which will be updated annually and not subject to any modifications by Customer. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder (but not as additional insured) on such COI. PowerSchool will provide notice and an updated COI to Customer in the event of a cancellation or other material change to the insurance coverage described in such COI. The obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of the "Limitation of Liability" Section.

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until all the Services hereunder have expired or terminated pursuant to the terms of this Agreement (the "**Term**").

13.2 Subscription Term. The subscription term of each Subscription Service (the "**Subscription Term**") will be as specified in the applicable Quote. The start date of the Subscription Term shall be the later of (i) the start date specified on the Quote, or (ii) the date last signed on the Quote (or if the Quote is not signed, then the date of the Customer purchase order received by PowerSchool referencing the applicable Quote number). Except as otherwise specified in the applicable Quote, Subscription Services will automatically renew for successive twelve (12) month periods, unless either Party gives the other Party written notice (email acceptable) at least sixty (60) days before the end date specified on the applicable Quote. Customer shall send any notice of non-renewal to nonrenewal@powerschool.com. Except as otherwise specified in the applicable Quote, renewal of Subscription Services will be subject to an uplift, and renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's applicable list price in effect at the time of the applicable renewal.

13.3 Suspension. If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, to suspend any of Customer's Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, PowerSchool has given Customer at least ten (10) business days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, PowerSchool will have the right to suspend provision of the Services under this Agreement if: (a) Customer or User accessed or used the Services beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (c) Customer is notified that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer Data and the PowerSchool systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

13.4 Termination for Breach. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.5 Termination for Non-Appropriation for Governmental Entities Only. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the Services specified on a Quote following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the Quote without liability for any termination charges or penalties at the end of its last fiscal period or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after

Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation deemed reasonably sufficient by PowerSchool evidencing such non-appropriation of funds.

13.6 Mutual Termination. The Parties may terminate this Agreement by mutual written agreement.

13.7 No Other Termination Right. Except as expressly set forth in this Agreement, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

13.8 Effect of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relievedof any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Product-Specific and Pass-Through Terms), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. The protection of Customer Data as stated in the applicable DPA will survive any termination or expiration of this Agreement for so long as PowerSchool retains possession of Customer Data. Once the Customer Data has been made available to return to Customer and is permanently deleted, the executed DPA associated with this Agreement will automatically expire.

13.9 Return or Disposal of Customer Data. Upon termination or expiration of the Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

14. GENERAL PROVISIONS

14.1 Governing Law. This Agreement will be governed by the laws of the country, territory, province, or state in which Customer resides or has its principal place of business, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

14.2 Venue. The state, provincial, and federal courts located the country, territory, province, state, or county in which Customer resides or has its principal place of business will have exclusive jurisdiction and venue over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, or tsunamis.

14.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.6 No Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.7 Notices. All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

PowerSchool Group LLC,
Attn: Chief Legal Officer
150 Parkshore Drive,
Folsom, CA 95630
legalnotices@powerschool.com

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either Party may change its notice address by notifying the other Party in like manner.

14.8 Assignment. Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that PowerSchool

may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any entity or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

14.9 No Reliance. Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent.

14.10 Export Compliance. Customer shall not use the Services for any reason if Customer or any User is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

14.11 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.12 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

14.13 Entire Agreement; Order of Precedence. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior, written or oral, discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to the same. The Parties acknowledge and understand that the disclaimers and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes and SOWs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement; and (3) any referenced and applicable exhibit, schedule, addendum, or amendment to this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

14.14 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.15 Counterparts. This Agreement may be executed electronically and in counterparts.

POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Main Services Agreement between Customer and PowerSchool to which this Support Policy and Service Level Agreement (the "**Policies**") are incorporated. In addition, for purposes of these Policies, the following definitions will apply:

1.1 "**Availability**" has the meaning set forth in Section 5.4 (Availability Targets).

1.2 "**Disaster**" means an unplanned event that causes a complete loss of access to and use of the SaaS Subscription for a period greater than twenty-four (24) hours, as declared by PowerSchool.

1.3 "**Downtime**" means the period during which the applicable SaaS Subscription Service is unavailable to all of Customer's Users.

1.4 "**Downtime Exclusions**" means events set forth in Section 5.5 (Downtime Exclusions), pursuant to which the applicable SaaS Subscription Service may not be available to Users but shall not be counted as Downtime for the purposes of calculation of the Availability.

1.5 "**Emergency Maintenance**" means the maintenance required to be performed to protect and maintain the stability, security, and integrity of the infrastructure used to provide the applicable SaaS Subscription Service.

1.6 "**Errors**" means a reproducible failure of the applicable Subscription Service to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in the applicable Subscription Service, the Documentation, or both.

1.7 "**Fix**" means a patch, service pack or corrective update of the applicable Subscription Service that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of the Subscription Service in accordance with the applicable Documentation and developed by PowerSchool.

1.8 "**New Products**" means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the applicable Subscription Service originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the applicable Subscription Service originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement.

1.9 "**New Version**" means an updated version of the applicable Subscription Service issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to the Subscription Service that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers who have a current Support Services subscription to such Subscription Service.

1.10 "**Resolution Time**" means the time it takes for PowerSchool to restore access and/or functionality to the applicable Subscription Service.

1.11 "**Response**" means confirmation to the Customer that the Support Service request was received and registered by PowerSchool.

1.12 "**Response Time**" means the time it takes before a support agent makes initial contact with the Technical Contact individual who submitted the case. Except for Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours.

1.13 "**SaaS Subscription Service**" means a Subscription Service hosted by or on behalf of PowerSchool for Customer.

1.14 "**Scheduled Maintenance**" means planned downtime in or unavailability of the applicable Subscription Service for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.

1.15 **"Support Services"** has the meaning set forth in the PowerSchool Main Services Agreement (2024 version) and as further described in Section 3.1 (Support) below that will be provided hereunder with respect to the applicable Subscription Service.

1.16 "**Target Resolution Time**" means the time, as determined by the assigned priority categorization, it takes for PowerSchool to restore access and/or functionality to the applicable Subscription Service.

1.17 "**Telephone and Online Support**" means telephone and online support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding the applicable Subscription Service.

1.18 "**User**" has the meaning set forth in the PowerSchool Main Services Agreement (2024 version).

2. Support Term; Fees. Except as set forth in Section 3.2 (Custom Programs), Support Services are provided as part of Customer's purchased SaaS Subscription Service(s) listed on the Quote. Support Services with Customer's Subscription Service(s) will continue for the duration of the Subscription Term for the applicable Subscription Service(s). Support Services for the on-premise Subscription Service will begin upon shipment (FOB PowerSchool's place of shipment) of the PowerSchool Software (or, in the case of a when made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Customer to download the applicable PowerSchool Software or launch date when access to the on-premise Subscription Service is provided.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool, will provide Support Services for the Subscription Services. The scope of Support Services will be as follows:

3.1 **Support.** Support Services include: (a) Telephone and Online Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current Subscription Service; (c) Fixes, as developed and made generally available by PowerSchool, in its discretion, to address Errors that Customer is experiencing in using the applicable Subscription Service; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current Subscription Service).

3.2 **Custom Programs.** For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's then-current rates and charges for these services; support for custom programs is not included in the standard Support Services. In addition, to the extent that the applicable Subscription Service includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

4. Support Service Level Agreement

4.1 **Support Services Business Hours**. Support Services for PowerSchool includes email and phone support as well as electronic manuals, an online knowledge base, tech notes, and access to the PowerSchool Support Portal.

Support Type	Availability
** PowerSchool Application Support (Chat/Phone/Portal)	Monday – Friday; 6:00 AM – 5:00 PM PST *Excludes PowerSchool Holidays
Access to PowerSchool Support Portal	24x7x365

** PowerSchool Support reserves the right to change phone support coverage hours based on operational needs with 30-day prior written notification to Customer (via email or through the PowerSchool Support Portal).

4.2 **Service Level Targets**. Response times to Support Services requests will vary based on call load and time of the school year. PowerSchool's targeted response times during support business hours are listed in the table below. PowerSchool encourages Customer to use the PowerSchool Support Portal via the "Case Form" to submit cases or use the chat option to engage with the Customer support team. For high priority production issues, please report them via the phone channel.

Priority	Definition	Initial Response
P0	This priority is reserved for urgent situations (e.g., production system outages, data loss, suspected security breaches).	1 Business Hour
P1	This priority is for issues with significant impact causing functional limitations. Use this priority when: • backup issues, submission deadlines that cannot be met, etc.) • a portion of the system is down or inaccessible for all Users • the system is up but performance is hindering functionality • For Connected Intelligence product only: data replication failures, partial data replication, data latency issues and network disruption that are unresolved for more than 4 hours	4 Business Hours
P2	Use this priority when the applicable Subscription Service is fully operational but is experiencing: • a display issue (e.g., a page not rendering correctly causing functionality issues) • a non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • unexpected behavior that cannot be solved using resources available in the knowledgebase within the PowerSchool Support Portal • account management needs • suspected development escalation ticket • For Connected Intelligence product only: data replication failures or partial data replication issues that are unresolved for less than 4 hours	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: • display issues, such as a page not rendering correctly - however functionality still exists. • a non-production server/system • a misspelled word on a PowerSchool page • other issues not impeding successful use of Customer's production instance • For Connected Intelligence product only: Customer request(s) for changes to configuration	2 Business days

4.3 Changes to Severity Level. The PowerSchool Support team will evaluate and adjust the severity level of a support request based on the level of impact on Customer's operations and level of resolution by the PowerSchool support team.

4.4 Support Exclusions. PowerSchool will make every effort to solve critical and high severity errors reported by Customer within a reasonable time frame and to the reasonable satisfaction of Customer. PowerSchool will not provide support (and Support Services will not include) the scenarios specified below:

- Customer or local education agency computer hardware and networking issues;

- any systems, programs or interfaces not developed and supplied by PowerSchool;
- for fee offerings from PowerSchool Professional Services such as project management, training, workshops;
- migration of data from a non-PowerSchool supported product or service into a PowerSchool Subscription Service. New customers may need to contact their implementation project manager;
- work done by the PowerSchool Customizations Department; Customer will need to contact PowerSchool Customizations Department via the PowerSchool Support Portal for help on such items;
- undocumented Data Access Tags (DAT) codes, for the latest version of the Subscription Service.
- Open Database Connectivity (ODBC) complex queries or connections not covered in the PowerSchool Support Portal documentation;
- beta releases for which such issues must be sent through the beta participant process communicated when Customer was invited to that program;
- Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the PowerSchool Support Portal knowledgebase documentation;
- building of reports via APEX or Enterprise Reporting;
- no code level support for application programming interface (API) / APEX API web developments/ single sig on (SSO) (SAML);
- SQL statements not provided by the applicable PowerSchool Software development organization;
- network / Internet connectivity issues outside of the PowerSchool hosting data center environment, including issues in the Customer's local network environment;
- User activity that adversely impacts application data, except for performing full database restore operations when requested;
- the performance impact of Customer's third-party application access to hosted application data;
- support for Third-Party Software and third-party applications; or
- support for application changes completed by the PowerSchool Customizations Department.

Further, PowerSchool will not be responsible for providing Support Services for: (i) problems caused by Customer's use of or access to the applicable Subscription Service other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the applicable Subscription Services by Customer or any third party. If PowerSchool provides Support Services that are determined by PowerSchool to be caused by Customer's or third party's actions, unauthorized use, or system changes, then PowerSchool may invoice Customer for the fees and expenses for such Support Services, and Customer shall pay such invoice in accordance with the terms of the Agreement.

5. Hosting Service Level Agreement. To the extent that Customer purchases a SaaS Subscription Service, the following sections provide general information for the SaaS Subscription Service applicable to the PowerSchool Software that is hosted by or on behalf of PowerSchool for Customer. For clarity, the following sections and any hosting service level commitments do not apply to customers who host their own instances of the PowerSchool Software.

51 Backup and Recovery. The SaaS Subscription Services include backups of all system and application environments. Database backups are structured to allow full recovery of the application environment and data in the event of a Disaster. Either point-in-time or full database backups are performed to achieve recovery target as indicated in Section 52 (Disaster Recovery).

52 Disaster Recovery. Disaster recovery and data continuity plans exist for all PowerSchool's hosting data centers. The disaster recovery and data continuity plans are reviewed and updated on a quarterly basis. Additional updates are made between quarterly reviews to adjust plans as required by infrastructure changes. PowerSchool's recovery time objective ("**RTO**") is forty-eight (48) hours. The 48-hour RTO means that within forty-eight (48) hours of a declared Disaster by PowerSchool, the systems impacted must be back online for customer access in accordance with applicable specifications. PowerSchool's recovery point objective ("**RPO**") is twenty-four (24) hours. The 24-hour RPO means that data is expected to be restored to a point not more than twenty-four (24) hours prior to the time the first transaction is lost or from the time the SaaS Subscription Service became unavailable.

5.3 Performance Degradation. PowerSchool will make commercially reasonable efforts to ensure that the performance of the PowerSchool Software within a SaaS Subscription is not degraded below the standards in the following table:

Performance Degradation	Details
Condition	The SaaS Subscription Service will not have a website load time of greater than 5 seconds.
Applicable SLA	P1 SLA, in accordance with the SLA table above
Measure of Degradation	Measurement to be conducted at PowerSchool's hosting facility
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Note: The ability for PowerSchool to impact performance is limited to the systems and infrastructure directly under the control of PowerSchool.

5.4 Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription Service is available for Customer to access ("**Availability**") at a level of 99.9% per calendar month, excluding Downtime Exclusions pursuant to Section 5.5 (Downtime Exclusions) below. Downtime tracking will be measured on a 24/7/365 basis.

a. The table below outlines the conditions that will be applied for the tracking of Availability.

Availability	Details
Conditions	Availability of licensed Product's URL Successful login into the licensed product
Applicable SLA	P0 SLA for production system outages only
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

b. Availability of the applicable SaaS Subscription Service on a calendar month is calculated as follows: (Total Service Minutes – Total Downtime Minutes) x 100
(Total Service Minutes per calendar month)

"**Total Downtime Minutes**" means the sum of the minutes for all Downtime for a specific SaaS Subscription Service within a single calendar month, excluding any Downtime Exclusions. "**Total Service Minutes**" means the total number of minutes in a given calendar month (based on 60 minutes per hour, 24 hours per day, for each day within a calendar month). If Customer has been accessing the applicable SaaS Subscription for less than a full calendar month, then the days within such calendar month prior to access of the applicable SaaS Subscription Service will be deemed to have had 100% Availability. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. Upon a specific written request from the Customer, PowerSchool will, within a reasonable time from receipt of the request, submit to Customer a report which sets forth the Availability for the particular SaaS Subscription Service requested for the applicable month.

5.5 Downtime Exclusions. The following are considered "**Downtime Exclusions**" and shall not be calculated as Downtime for the purposes of measuring Availability as set forth in Section 5.4 (Availability Targets):

a. Scheduled Maintenance,
b. scheduled Downtime,
c. Emergency Maintenance,
d. Performance degradation pursuant to Section 5.3 (Performance Degradation),
e. unavailability as a result of Customer's development and use of nonstandard operational reports,
f. unavailability as a result of configuration error or data entry error by Customer's Users or agents,

g. unavailability, outage, or problem of any third-party infrastructure, service, device, or software that is not provided by or under the direct control of PowerSchool (examples include but not limited to on-campus networks, end-user devices, internet providers (ISP), PowerSchool's third-party hosting provider and third-party software applications or plugins, etc.),
h. unavailability as a result of Customer's voluntary action to restart the SaaS Subscription Service (e.g., if Customer restarts the Student Information System (SIS) SaaS Subscription Service causing an outage),
i. unavailability as a result of failure of the Customer's or User's network infrastructure,
j. unavailability as a result of failure of the Customer's or User's connection to the internet, and
k. unavailability as a result of a Force Majeure Event, i.e., any cause beyond such party's reasonable control, including but not limited to acts of God or of public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, labor disputes or other industrial disturbances, fire, power outages, road icing or inclement conditions, flood, earthquakes, or tsunamis, systemic electrical, telecommunications, or other utility failures, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

PROFESSIONAL SERVICES POLICY

This document sets forth the additional policy and expectations supporting PowerSchool's provision of Professional Services to Customer in connection with a Subscription Service provided pursuant to the Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many Professional Services projects, PowerSchool will capture the project details in a signed Statement of Work setting forth the agreed-upon scope of the Professional Services, estimated or actual pricing and any special payment terms and, if applicable, project schedule, milestones and dependencies, methodologies, estimated delivery dates, technical requirements, and roles and responsibilities. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For Professional Services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2. Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's Professional Services. Customer will, to the extent required in connection with the performance of PowerSchool's Professional Services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to reasonably cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, (a) all Professional Services will be deemed accepted upon delivery, and (b) Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's provision regarding providing Notices.

2. Fees and Expenses.

2.1. Fees. PowerSchool will perform Professional Services as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such Professional Services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such Professional Services at the rates and charges specified in the applicable SOW, Quote, or PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Professional Services, or to require prepayment of certain Professional Services. Unless otherwise specified, all rates quoted are for Professional Services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit.

2.2. Expenses. Unless otherwise agreed, Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) that are incurred in the performance of the Professional Services and that approved by Customer in advance. All such additional charges will be due and payable concurrently with payment for the Professional Services.

2.3. Future Services. The rates and charges specified in the applicable SOW, Quote, or PowerSchool's acknowledgment of Customer's order will apply to those Professional Services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent engagement or SOW for Professional Services.

2.4. Pre-paid Services. If Customer pays in advance for any Professional Services, all Professional Services must be scheduled and delivered within twelve (12) months from the start date of the Quote, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for Professional Services that has not been used by Customer toward Professional Services rendered within such twelve (12) month period will be forfeited.

2.5. Time and Material Services. In the event Customer enters into a Quote that includes Professional Services to be provided on a time and material basis ("**T&M Hours**") and the Quote includes a total targeted number of T&M Hours to be purchased by Customer ("**Total Target T&M Hours**"), Customer hereby commits to utilize a minimum of seventy-five percent (75%) of the Total Target T&M Hours ("**Minimum T&M Hours Guarantee**"). If, at the end of the twelve (12) month period from the start date of the Quote (the, "**12-Month Period**"), Customer has not utilized T&M Hours to meet or exceed the Minimum T&M Hours Guarantee, PowerSchool, in its discretion and at its option, may invoice Customer for the amount equivalent to the difference between the T&M Hours for Professional Services actually rendered by PowerSchool to Customer and the Minimum T&M Hours Guarantee (the "**T&M Delta**"), and Customer shall pay such invoice in accordance with the terms of its Agreement. If

Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the Minimum T&M Hours Guarantee, PowerSchool may immediately invoice Customer for the T&M Delta, and Customer shall pay such T&M Delta in accordance with the terms of the Agreement. For clarification, if Customer procures Professional Services exceeding the Minimum T&M Hours Guarantee, Customer shall pay for all Professional Services rendered by PowerSchool in excess of the Minimum T&M Hours Guarantee.

2.6. **Milestone Billing**. In the event Customer enters into a Quote that includes Professional Services to be billed at the completion of a training or consulting event and the Quote includes deliveries of a targeted number of training or consulting events, PowerSchool, in its discretion and at its option, may invoice Customer at the completion of the event(s) or upon the expiration of the 12-Month Period, whichever occurs earlier. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the contract value of the training and consulting services outlined on the Quote, PowerSchool, in its discretion and at its option, may immediately invoice Customer, and Customer shall pay such invoice in accordance with the terms of the Agreement.

3. **Training.** Unless otherwise agreed to in the applicable Quote or SOW, PowerSchool courses are limited to a maximum of 15 or 20 attendees depending on the content being delivered. Course can have other limitations based on the information provided within the respective course catalog. Course limits can only be adjusted if specified within the applicable Quote or SOW. Recording of training sessions are strictly prohibited unless otherwise agreed upon by the Parties in the applicable Quote or SOW.

4. **Changes to Project Scope.** Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work that are agreed upon by the Parties will result in a change order to such Statement of Work ("**Change Order**") or a new Statement of Work detailing the agreed changes, including any impact to the fees and expenses. Any such Change Order may be agreed upon by the Parties and approved by Customer via e-mail. Any scope changes will be made pursuant to the terms set forth in this document and the applicable Statement of Work.

5. Services Cancellation or No-Shows.

5.1. **Cancellation**. Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer cancels any scheduled Professional Services less than fourteen (14) days before the date on which the Professional Services are scheduled to begin, Customer will pay a cancellation charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus fifty percent (50%) of the fees for any such scheduled Professional Services (collectively, "**Cancellation Fees**"). For clarity, Customer's obligation to pay the Cancellation Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.

5.2. **No Shows**. Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer enters into a Quote that includes Professional Services for a training or consulting event and does not show for any such scheduled event, Customer will pay a no-show charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus one hundred percent (100%) of the fees for any such scheduled Professional Services (collectively, "**No-Show Fees**"). For clarity, Customer's obligation to pay the No-Show Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.

6. **Ownership of Materials.** PowerSchool is the owner of any and all software code, applications, application programming interfaces, documentation, training content, reports, and other deliverables or work product, including any Intellectual Property Rights appurtenant thereto, (collectively, the "**Deliverables**") conceived, created or developed for or provided to Customer pursuant to any Professional Services. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, during the Term of the Agreement, Customer will have a limited, paid- up, royalty-free, non- exclusive license to use such Deliverables for Customer's internal use only in conjunction with the applicable Subscription Services purchased by Customer under the Agreement, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Confidential Information of a Customer incorporated into any Deliverable remains subject to the Confidentiality provisions in the Agreement.

7. **Data Loads.** Successful implementation of Subscription Service(s) requires proper data loads in specific formats and layouts. PowerSchool will inform Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. Unless otherwise agreed in an SOW, PowerSchool will not directly access non- PowerSchool applications to assist Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.

8. **Facilities.** Customer acknowledges that certain Professional Services and Support Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

Data Privacy Agreement Schedule

UNITED STATES	Link to the Applicable Data Privacy Agreement ("DPA")
ALABAMA	Alabama 2024 Statewide DPA Terms are the same as the DPA as executed with Alabama State Department of Education on November 17, 2022.
ALASKA	Alaska 2024 Statewide DPA Terms are the same as the DPA as executed with Fairbanks North Star Borough School District on February 27, 2023.
ARIZONA	Arizona 2024 Statewide DPA Terms are the same as the DPA as executed with Chandler Unified District on April 19, 2023.
ARKANSAS**	Arkansas 2024 Statewide DPA Terms are the same as the DPA as executed with Arkansas Department of Education on May 9, 2022.
CALIFORNIA**	California 2024 Statewide DPA Terms are the same as the executed DPA negotiated with large California school district on March 29, 2023.
COLORADO	Colorado 2024 Statewide DPA Terms are the same as the executed DPA negotiated with School District No. 1 the City and County of Denver signed Sept 21, 2023.
CONNECTICUT	Connecticut 2024 Statewide DPA Terms are the same as the DPA as executed with Bristol Public Schools on September 22, 2022.
DELAWARE	Delaware 2024 Statewide DPA Terms are the same as the DPA as executed with Delaware State Department of Education on November 20, 2023.
DISTRICT OF COLUMBIA	District of Columbia 2024 Statewide DPA Terms are the same as the DPA as executed with the DC Office of the State Superintendent of Education (OSSE) in 2024.
FLORIDA	Florida 2024 Statewide DPA Terms are the same as the DPA as executed with the State of Florida Department of Education on September 29, 2023.
GEORGIA	Georgia 2024 Statewide DPA Terms are the same as the DPA as executed with the Georgia Department of Education on September 8, 2022.
HAWAII	Hawaii 2024 Statewide DPA Terms are the same as the DPA as executed with the Hawaii State Department of Education on August 3, 2022.
IDAHO	Idaho 2024 Statewide DPA Terms are the same as the DPA as executed with the Idaho Department of Education on October 23, 2023.
ILLINOIS**	Illinois2024 Statewide DPA * Terms are the same as the executed DPA negotiated with the Board of Education of the Rockford Public School District No. 205, Winnebago and Boone Counties, Illinois on March 4, 2024.
INDIANA	Indiana 2024 Statewide DPA Terms are the same as the negotiated DPA executed with Indiana Department of Education on December 29, 2023.
IOWA	Iowa 2024 Statewide DPA Terms are the same as the DPA as executed with the Des Moines Public School District on September 19, 2023.
KANSAS	Kansas 2024 Statewide DPA Terms are the same as the DPA as executed with the Kansas City School District on April 22, 2022.
KENTUCKY	Kentucky 2024 Statewide DPA Terms are the same as the negotiated DPA executed with the Board of Education of Jefferson County Kentucky on November 16,2022.
LOUISIANA	Louisiana 2024 Statewide DPA Terms are the same as the DPA as executed with the Louisiana Department of Education on June 26, 2023.
MAINE**	• For Main Service Agreements executed May 1, 2025 or after: Maine 2025 Statewide DPA. * Terms are the same as the DPA as executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Maine 2024 Statewide DPA. * Terms are the same as the DPA as executed with the Maine State Department of Education on August 4, 2022.
MARYLAND	Maryland 2024 Statewide DPA Terms are the same as the DPA as executed with the Maryland State Department of Education on July 14, 2022.

**State on consortium website SDPC Resource Registry – Student Data Privacy Consortium (SDPC) (a4l.org) Customer may execute this DPA by executing and uploading the respective Exhibit E: General Offer of Privacy Terms or emailing a completed and executed Exhibit E to

legalnotices@powerschool.com.

MASSACHUSETTS**	• For Main Service Agreements executed May 1, 2025 or after: Massachusetts 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Massachusetts 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Public Schools or Northborough and Southborough on July 26, 2021.
MICHIGAN	Michigan 2024 Statewide DPA Terms are the same as the DPA as executed with the Ottawa Area Intermediate School District on March 23, 2022.
MINNESOTA	Minnesota 2024 Statewide DPA Terms are the same as the DPA as executed with the Edina Public School District on April 27, 2022.
MISSISSIPPI	Mississippi 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
MISSOURI**	• For Main Service Agreements executed May 1, 2025 or after: Missouri 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Monett R-1 School District on April 24, 2025. • For Main Service Agreements executed prior to May 1, 2025: Missouri2024 Statewide DPA. * Terms are the same as the DPA as executed with the Francis Howell School District on June 22, 2023.
MONTANA	Montana 2024 Statewide DPA Terms are the same as the DPA as executed with the State of Montana Office of Public Instruction on June 29, 2023.
NEBRASKA	Nebraska 2024 Statewide DPA Terms are the same as the DPA as executed with the Omaha Public Schools on September 14, 2022.
NEVADA	Nevada2024 Statewide DPA Terms are the same as the DPA as executed with the Washoe County School District on July 6, 2023.
NEW HAMPSHIRE**	New Hampshire 2024 Statewide DPA *Terms are the same as the negotiated DPA with Manchester School District–SAU 37on July5, 2024.
NEWJERSEY	New Jersey 2024 Statewide DPA Terms are the same as the DPA as executed with the Bridgewater Raritan School District on June 21, 2022.
NEWMEXICO	New Mexico 2024 Statewide DPA Terms are the same as the DPA as executed with the Farmington Municipal School District 5 on January 9, 2023.
NEWYORK	New York 2024 Statewide DPA Terms are the same as the negotiated DPA executed with The Board of Education of the City of New York on April 1, 2023; Customer may include its own Parents Bill of Rights.
NORTH CAROLINA	North Carolina 2024 Statewide DPA Terms are the same as the DPA as executed with the North Carolina Department of Public Instruction on November 28, 2023.
NORTH DAKOTA	North Dakota 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
OHIO**	• For Main Service Agreements executed May 1, 2025 or after: Ohio 2025 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Ohio 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Mentor Exempted Village Schools on November 3, 2023.
OKLAHOMA	Oklahoma 2024 Statewide DPA Terms are the same as the DPA as executed with the Mustang Public Schools on March 10, 2023.
OREGON	Oregon 2024 Statewide DPA Terms are the same as the DPA as executed with the Linn Benton Lincoln Education Service District on February 16, 2023.
PENNSYLVANIA	Pennsylvania 2024 Statewide DPA Terms are the same as the DPA as executed with the Pennsylvania State Department of Education on September 13, 2022.
RHODE ISLAND**	• For Main Service Agreements executed May 1, 2025 or after: Rhode Island 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Rhode Island 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Public Schools of Northborough and Southborough on July 26, 2021.
SOUTH CAROLINA	South Carolina 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
SOUTH DAKOTA	South Dakota 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.

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legalnotices@powerschool.com.

TENNESSEE	• For Main Service Agreements executed May 1, 2025 or after: Tennessee 2025 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Tennessee 2024 Statewide DPA. * Terms are the same as the negotiated DPA as executed with the Rutherford County Board of Education on August 15, 2024.
TEXAS**	Texas 2024 Statewide DPA * Terms are the same as the negotiated DPA executed with the Amarillo Independent School District on September 17, 2024.
UTAH	Utah 2024 Statewide DPA Terms are the same as the DPA as executed with the Washington County School District (UT) on May 12, 2022.
VERMONT**	• For Main Service Agreements executed May 1, 2025 or after: Vermont 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Vermont 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Champlain Valley School District on February 24, 2022.
VIRGINIA**	• For Main Service Agreements executed May 1, 2025 or after: Virginia 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. • For Main Service Agreements executed prior to May 1, 2025: Virginia 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Newport News Public Schools on June 27, 2023.
WASHINGTON	Washington 2024 Statewide DPA Terms are the same as the DPA as executed with the Kent School District on March 4, 2022.
WEST VIRGINIA	West Virginia 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
WISCONSIN	Wisconsin 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
WYOMING	Wyoming 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.

For Canada, India, United Arab Emirates, and All Other Territories outside of the United States:
PowerSchool 2024 Global DPA

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PRODUCT SPECIFIC AND PASS-THROUGH TERMS

Certain of the Subscription Services include Licensed Applications licensed by PowerSchool's licensors, who require PowerSchool to pass through these terms to its customers without any modification and have the right to audit PowerSchool's compliance to this requirement. This document contains such pass-through terms and conditions, which do not apply to all the Services in general. Additionally, certain of the Services may be subject to additional terms specific to such Services and only apply if Customer licenses those specified Services.

ACCESSIBILITY

1. **Accessibility.** PowerSchool is committed to supporting accessibility, as declared in its public statement on accessibility (See PowerSchool Product Accessibility Statement | PowerSchool). PowerSchool agrees and certifies that all web- accessible content, services, and applications provided under this Agreement to the district, school, board, its staff, students, and parents are accessible to the extent reported on in the applicable Voluntary Product Accessibility Template (VPAT) for the licensed service. Such VPATs are available via a secure platform. If there are any gaps in accessibility reported in the VPAT, PowerSchool further agrees to document timeline for its product and engineering teams to address such gaps, making that confidential timeline available to the Customer upon written request. To the extent the Customer is required to provide accommodations under the Americans with Disabilities Act (ADA), PowerSchool will ensure that its systems and services conform, at a minimum, to all applicable laws, regulations, and guidance, including the ADA, Section 504 of the Rehabilitation Act of 1973, and WCAG 2.1 Level AA. PowerSchool will continue to have its services evaluated to the framework and guidelines of the Web Content Accessibility Guidelines (WCAG) 2.2, Level AA or higher. However, PowerSchool shall not be responsible for compliance issues arising from any portion of the system or content developed or provided by the Customer.

PASS-THROUGH TERMS RELATING TO LICENSED APPLICATIONS.

1. **Oracle.** The following terms are applicable to a certain Licensed Application known as Oracle Database Enterprise Edition (the "**Oracle Software**") from Oracle USA, Inc. ("**Oracle**"):
   - **a)** Oracle Database Enterprise Edition (Oracle Software) is subject to a restricted license for use only with PowerSchool Subscription Services.
   - **b)** Oracle has no liability for any damages arising from the use of Subscription Services or Oracle Software.
   - **c)** Customer may not (1) publish benchmark test results for Oracle Software, (2) use Oracle Software for external services (e.g., rental, hosting), (3) modify Oracle Software markings or proprietary notices, or (4) reverse engineer, disassemble, or decompile Oracle Software.
   - **d)** PowerSchool or its designee may audit Customer's use of Oracle Software and report results to Oracle.
   - **e)** Notwithstanding anything to the contrary, Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.
   - **f)** Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement. Under PowerSchool's Oracle License, PowerSchool is obligated to promptly inform Oracle if PowerSchool becomes aware of any breach of any of the above Oracle terms, which obligation shall hereby pass through to Customer.

2. **GPL Software.** Certain Licensed Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("**GPL**"). Customer can obtain source code for GPL software upon written request to PowerSchool (media/handling fees may apply). GPL software is provided AS IS, without any warranties.

3. **Illuminate (for item bank).** The following terms are applicable to a certain Licensed Application known as Illuminate (the "**Illuminate Software**") provided by Illuminate Education, Inc. ("**Illuminate**") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Illuminate Software):

   - **a)** Customer has a non-exclusive, non-transferable license to use Illuminate assessment items ("**Illuminate Content**") within the state in which Customer is located for formative student assessments only.
   - **b)** Customer is strictly prohibited from using or promoting any items in the Illuminate Content as high stakes assessments.
   - **c)** Illuminate retains all intellectual property rights to Illuminate Content.
   - **d)** Customer's license terminates upon the earlier of: (i) termination of the Customer PowerSchool Agreement or (ii)

termination of PowerSchool's Illuminate distribution rights.

e) Illuminate reserves the right to modify or delete Illuminate Content items.

f) Illuminate may request assessment data (which may include a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content) from PowerSchool (complying with applicable privacy laws and regulations).

g) ILLUMINATE MAKES NO WARRANTIES WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES ABOUT THE VALIDITY, FAIRNESS, OR QUALITY OF CUSTOMER-CREATED ASSESSMENTS USING ILLUMINATE CONTENT. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE SUBSCRIPTION SERVICES.

h) ILLUMINATE HAS NO LIABILITY UNDER THE CUSTOMER-POWERSCHOOL AGREEMENT. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE FOR DAMAGES EXCEEDING FEES PAID TO ILLUMINATE BY POWERSCHOOL ON BEHALF OF CUSTOMER IN THE PRECEDING 12 MONTHS PRECEDING SUCH CLAIM.

4. **Services that Include Cognos**. If Customer purchases Subscription Services that include a Licensed Application identified under the name "Cognos" in the Customer's Quote (**"Cognos Component Systems"**), the following terms apply:

a) International Business Machines Corp. (**"Cognos"**) owns the Cognos Component Systems.

b) Restrictions on Use of Cognos Component Systems.

i. Customer can only use the software in object code form, and only with PowerSchool software. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer.

ii. Cognos is not liable for damages caused by Customer's use of the Cognos Component Systems.

iii. Notwithstanding anything to the contrary, Cognos is a third-party beneficiary of this Agreement.

iv. Usage is limited by the number of users, functions, and systems specified in the quote.

v. Data extraction, analysis, and reporting are allowed only with specific components as defined in the quote.

c) Warranty.

i. Cognos offers a 30-day warranty for functionality and media quality.

ii. Customer's sole remedy for warranty breaches is repair, replacement, or refund (at Cognos' discretion).

5. **Services that Include YouTube™.** The following terms are applicable to Customer's use of YouTube within each listed Subscription Service below.

a) Within PowerBuddy™. Any video output a User receives while interacting with PowerBuddy is sourced from YouTube, and the User's use of the video is governed by the YouTube's Terms of Service and Google's Privacy Policy. The video output is based on the description of the assignment from the instructor and the User's subsequent prompts into PowerBuddy. No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within PowerBuddy is governed by the Main Services Agreement between Customer and PowerSchool.

b) Within Schoology. Video content from YouTube may be selected by instructors and assigned to students within Customer's Schoology instance. YouTube is only enabled within Schoology when Customer adds YouTube via the APIClient, and agrees to be bound by YouTube's Terms of Service and Google's Privacy Policy. No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within Schoology is governed by the Main Services Agreement between Customer and PowerSchool.

6. **Services that Include Acquia/Monsido.** The following terms are applicable to a certain Licensed Application known as Monsido, from the provider Acquia (the "**Acquia Software**" "**Services**") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Acquia Software):

a) Responsibilities. Customer shall (i) access and use the Acquia Software in accordance with this Agreement, applicable laws and government regulations and Acquia's Acceptable Use Policy incorporated herein by reference, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Acquia Software, and notify Acquia promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps necessary to ensure the security and compliance of the Licensed Application.

b) Customer Data. Customer has and shall maintain all rights as are required to allow Acquia to provide the Services to Customer as set forth in this Agreement, including without limitation to send the customer data relevant to the Services to Acquia pursuant to this Agreement and to allow Acquia to access, use, and store such customer data to provide the Services pursuant to this Agreement. Customer is responsible for its legal and regulatory compliance in its use of any Acquia Software and shall make Acquia aware of any customer data processed, stored, or transmitted through the Services. If, in the course of providing Services, Acquia agrees in writing to process such customer data and Customer has subscribed to any applicable Services, Acquia shall process it only as permitted under this Agreement and in compliance with data protection legislation to which Acquia is subject as a service provider.

c) Restrictions. Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Services , (ii) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain

the security of the Acquia Software, (iii) copy, create a derivative work of reverse engineer, reverse assemble, disassemble, or decompile the Acquia Software, or any part thereof or otherwise attempt to discover any source code or modify the Services, (iv) create a competitive offering based on the Services, and (v) disclose any benchmark or performance tests of the Services.

d) Security and Internal Controls. Acquia shall (i) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Services, and of the customer data contained within the Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards, and (ii) access and use the customer data solely to perform its obligations in accordance with the terms of this Agreement. In no event during the subscription term shall Acquia materially diminish the protections provided by the controls set forth in Acquia's then-current Security Annex.

PRODUCT-SPECIFIC TERMS FOR SPECIFIED SUBSCRIPTION SERVICES.

1. **PowerSchool SIS Services.** If Customer purchases access to PowerSchool SIS, the following terms apply:
   a) PowerSchool does not represent that its SIS products that include State Reporting Codes ("**SRC**") or Provincial Reporting Codes ("**PRC**") will fully meet all state/provincial reporting requirements. Where provided, SRC/PRC tools are intended to assist compliance, not guarantee it. Customer is responsible for understanding and complying with its own reporting requirements.
   b) PowerSchool SIS includes the Font Software that is licensed under the SIL Open Font License, Version 1.1. available with a FAQ at https://openfontlicense.org.

2. **Naviance or My PowerSchool Services**. If Customer purchases Subscription Services that include the PowerSchool Naviance product with career or college-planning functionalities and features (collectively, "**Career Planning Services**"), Customer hereby expressly acknowledges that the college-planning functionality contained in the Career Planning Services includes certain features that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("**ActiveMatch**"); and allow students to be presented with an opportunity establish an account on the platform "Match powered by Concourse", a platform owned and operated by a third party company, EAB Global, Inc., which enables students to receive admission and scholarship offers from higher education institutions ("**Match**"). ActiveMatch and Match are automatically active upon implementation of the Career Planning Services. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Career Planning Services by Users. ActiveMatch or Match may be turned off at any time after implementation of the Career Planning Services at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless the applicable student User has explicitly opted to send their information directly to the Higher Education Institution.

3. **Insights and Analytics Services**. If Customer purchases a Subscription Service within the Insights and Analytics product wheel (e.g., Analytics and Insights or Connected Intelligence) that requires the creation of a Customer-specific data warehouse, Customer hereby acknowledges and agrees that PowerSchool must create a Customer-specific data warehouse of all Customer Data provided to PowerSchool solely for the purpose of providing the service ("**Customer-Specific Data Warehouse**"), and Customer hereby consents to the creation of such Customer-Specific Data Warehouse. PowerSchool's use of the Customer-Specific Data Warehouse and its process of the Customer Data shall at all times be subject to the terms of the PowerSchool State DPA or the Negotiated DPA (whichever is applicable) executed between Customer and PowerSchool, Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers. In Connected Intelligence, PowerSchool can pull data (through API, database or flat file based replication) from PowerSchool data sources and non-PowerSchool sources. PowerSchool's ability to pull data from those non-PowerSchool resources is contingent upon Customer's ability to give PowerSchool access to the data.

4. **Services with Capability to Send Email and SMS Communications**. If Customer purchases any Subscription Services that include a capability to send email communications ("**Email**") or SMS communications or texting ("**SMS**"), Customer understands that standard SMS (texting) and data fees apply to all registered contacts who receive an SMS or Email sent out via the Subscription Services. PowerSchool is responsible for payment for all SMS sent FROM the Subscription Services. Customer is responsible for ensuring parents or registered contacts receiving such SMS have opted into the Subscription Services and messaging program. If requested by Customer, PowerSchool may provide Customer with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, Customer is solely responsible for obtaining legally required opt-in consents from Customer's Users, and for compliance with all applicable laws, regulations, and conventions related to email and SMS communications ("**Communication Laws**"). In no event will PowerSchool be liable for Customer's use of SMS or Emai communications. PowerSchool will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Customer's mobile service operator or Email messages attributable to Customer's Internet service provider.

5. **PowerBuddy** Under circumstances where PowerBuddy™ branded PowerSchool products are licensed by the Customer, the following supplemental AI specific terms will apply:

a) Nature of AI products. The Parties acknowledge Customer desires to license product(s) from PowerSchool's suite of PowerBuddy™ products, which offer a narrow generative AI functionality. ("**GenAI Product(s)**").

b) *Right to Use*. Subject to Customer's compliance with the applicable Agreement, inclusive of these AI specific terms ("**GenAI Terms**"), the Customer may use the GenAI Product, provided that such use is solely for Customer's internal use, and not for the commercial benefit of any third parties. Violations of these GenAI Terms may result in PowerSchool's suspension or termination of Customer's access to the GenAI Product.

c) Ownership. As between the Parties, Customer owns all content inputs into the GenAI user interface ("**Prompts**") as well as any generated content based on such Prompts ("**Generated Content**"). Customer understands and acknowledges that the GenAI Feature may produce similar responses to similar prompts or queries from multiple users, and that Customer's rights in Generated Content may not be enforceable against other users of the GenAI Product(s). To the extent PowerSchool has any ownership interest in Generated Content, PowerSchool hereby assigns to Customer all rights, titles, and interests therein and thereto.

d) Responsibility. Customer is responsible for the accuracy, truthfulness, consistency, and completeness, in any Prompts or any Generated Content used by Customer, and neither PowerSchool nor its sub-vendors will have any responsibility to review, nor any liability as to the accuracy thereof. Customer is responsible: (i) for ensuring that Prompts or Generated Content do not violate any applicable law or these GenAI Terms, (ii) to obtain any consents or government authorizations necessary for the collection, use and disclosure of all Prompts and Generated Content, and (iii) for its use of GenAI Products.

e) Acknowledgement of Data Sub-processors. PowerSchool works with third-party vendors to offer its GenAI Product(s). These third-party vendors are data sub-processors of PowerSchool. Customer therefore acknowledges and authorizes PowerSchool to use such third-party sub-processors in connection with Customer's use of the GenAI Product.

f) Query Allotment. When Customer purchases a PowerBuddy service (each, a "**PowerBuddy Product**"), Customer receives a pre-established allotment of queries ("Base Query Allotment") that is based on the student count tier corresponding to the number of students licensed by Customer to use the PowerBuddy Product. Each query is a request made to the applicable PowerBuddy Product by an authorized user during the subscription period. The Base Query Allotment is reset and replenished at midnight on July 1 of each calendar year regardless of when Customer purchased the PowerBuddy Product subscription. If Customer uses up all of its Base Query Allotment before July 1, Customer's access to the PowerBuddy Product will be disabled unless Customer buys an additional allotment of queries ("**Additional Query Allotment**"). Any Base and Additional Query Allotments remaining as of June 30 of each calendar year do not roll over to the next period, and are not refundable or creditable; however, the Base Query Allotment continues to reset and replenish on July 1, so long as Customer continues to be in contract and is in compliance with the terms of its contract. Customer's administrators can track query usage within the applicable PowerBuddy Product at any time.

GLOBAL DATA PRIVACY AGREEMENT

Data Controller – Customer defined as such in the MSA
Data Processor – PowerSchool Contracting Agency ("PowerSchool")

This Global Data Privacy Agreement ("**DPA**") supplements the license and service agreement for PowerSchool Services between PowerSchool ("**Processor**") and the entity identified below ("**Customer**" or "**Controller**"), effective as of the last signature date. It supplements and amends the terms of PowerSchool's Main Services Agreement or any existing agreement for PowerSchool's services and products ("the **MSA**"). PowerSchool's Global Privacy Statement presents the PowerSchool Privacy Principles which are enforced by this DPA. In case of a conflict between the MSA and this DPA regarding data processing and privacy responsibilities, this DPA prevails. PowerSchool and Customer are individually known as a **"Party"** and collectively referred to as **"Parties."**

The Parties are entering into this DPA to ensure that the processing by PowerSchool of Customer Data, within the service product by Customer and/or on based on the Customer's instructions, is done in a manner compliant with Applicable Law and its requirements regarding the processing of Customer Data. The Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination on the following terms and conditions. Any capitalized terms not defined herein shall have the meaning given to them in the MSA.

1. Glossary of Terms.

The terms **"Controller","Data Subject", "Personal Data", "Personal Data Breach", "Processor"** and **"Processing"** (includes **"Processed")** shall have the same meaning as defined in the applicable Privacy Law as mentioned in Schedule 1-A.

1.1 **"Applicable Law"** means any law that regulates the processing, privacy, or security of Customer Data and that is directly applicable to each Party to this DPA as mentioned in Schedule 1-A.

1.2 **"Designated Representative"** means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.

1.3 **"Restricted Transfer"** means any transfer of Customer Data to a Third Country (as defined in the Jurisdiction Specific Terms), an international organization, or across national borders that would be prohibited by Applicable Laws {or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Data Protection Laws} in the absence of a lawful transfer mechanism or other evidence of adequate data protection standards.

1.4 **"Subprocessor"** means PowerSchool's subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool's role as Processor to process Customer Data on behalf of Customer in accordance with the MSA.

2. PowerSchool Products and Solutions. PowerSchool Products and Services shall have the same meaning as the services or products which the Customer has agreed to obtain license to access and use from PowerSchool as mentioned in the applicable MSA and Quotes or SOW thereon.

3. Processing of Customer Data.

3.1 PowerSchool shall ensure that all persons authorized to process Customer Data {employees and Subprocessors}, are bound by confidentiality obligations. These individuals shall process Customer Data strictly in accordance with the Customer's instructions and Applicable Laws.

3.2 PowerSchool may access and use Customer Data only on a need-to-know basis and as expressly authorized by the Customer, solely to fulfill its obligations under the MSA, this DPA, and any applicable Quote or Statement of Work. Such access or use shall be limited to the minimum extent necessary.

3.3 Unless expressly permitted by the Customer, PowerSchool shall not:

3.3.1. Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without prior written consent from the Customer, except as required by Applicable Law or the MSA;

3.3.2. Use Customer Data for its own commercial benefit, including advertising or marketing directed toward children, parents, guardians, or Customer employees;

3.3.3. Use Customer Data to create a Student Profile other than as required to provide the contracted Services;
3.3.4. Store Customer Data outside the continental United States without prior written notice to the Customer Designated Representative, ensuring compliance with security standards and Applicable Law.

3.4. The Customer is the "Data Collector" or "School Official," and PowerSchool is the "Data Processor." The Customer ensures it has obtained consent from the Data Subject for:
3.4.1. Collecting and processing Personal Information;
3.4.2. Transferring or allowing access to Personal Information;
3.4.3. Processing Personal Data to fulfill obligations under the MSA.

3.5. The Customer represents and warrants that it has obtained all necessary consents and government authorizations required by Applicable Law for PowerSchool to process Customer Data. PowerSchool shall not be liable for the Customer's failure to obtain such consents or authorizations.

3.6. The Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from any claims, expenses, damages, or costs related to Data Subject consents and government authorizations. PowerSchool agrees not to edit or use Customer Data unless:
3.6.1. Integral to the Services or permitted by the MSA or this DPA;
3.6.2. Written consent is obtained from the Customer;
3.6.3. Necessary to maintain the integrity of Customer Data.

4. Security of Processing. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, PowerSchool shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information on technical and organizational measures, see Schedule 1-B (Physical, Administration, and Technological Safeguards). PowerSchool shall make available to the Customer information necessary to demonstrate compliance with its obligations regarding providing security and maintaining compliance with PowerSchool's security plan/program laid described in Schedule 1 – C.

5. Subprocessors

5.1. Customer authorizes PowerSchool to appoint Subprocessors in accordance with this clause 5 and the MSA.

5.2. PowerSchool will enter into written agreements ("**Subprocessor Agreement**") whereby Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA, including applicable mechanism for cross-border transfer of data. Accordingly, the Subprocessors shall:
5.2.1. not disclose Customer Data, in whole or in part, to any third party, excluding vetted Subprocessor;
5.2.2. not use any Customer Data to advertise or market to students or their parents/guardians;
5.2.3. access, view, collect, generate and use Customer Data only as necessary to fulfill obligations under this DPA and the MSA;
5.2.4. Delete or return all Customer Data, in its possession, custody or control, upon conclusion or termination of the work, as directed by the Customer through PowerSchool.
5.2.5. implement industry standard reasonable physical, administrative, and technical safeguards to secure Customer Data from unauthorized disclosure, access and use.
5.2.6. ensure that its employees and subcontractors having access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and
5.2.7. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

5.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA and MSA.

6. **Data Subject Rights.**

6.1. The Customer shall be primarily responsible for responding to Data Subject requests regarding Customer Data, under any Applicable Law. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding to Data Subject requests.

6.2. For Data Subject requests, PowerSchool shall:

6.2.1. promptly notify the Customer upon receipt of request from a Data Subject;

6.2.2. reasonably cooperate and assist Customer in connection with requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and

6.2.3. not directly respond to the request except on documented instructions of the Customer.

7. **Return and Disposition of Customer Data.**

7.1. Upon written request from Customer and in accordance with Section 13.9 (Return or Disposition of Customer Data) of the MSA, PowerSchool will return or dispose or delete all Customer Data within a commercially reasonable time period when it is no longer needed for the purpose for which it was obtained. PowerSchool will not retain Customer Data beyond the necessary period for disposition and notify the Customer when all Customer Data has been returned/disposed/deleted.

7.2. Customer must inform PowerSchool when Customer Data is no longer needed. PowerSchool will not dispose of Customer Data unless, the Customer provides affirmative written confirmation that it does not need to be transferred to a separate account.

7.3. Upon termination PowerSchool will, at Customer's request and expense, securely transfer all Customer Data to a designated vendor's platform on a mutually agreed date and format. PowerSchool will provide the data in an industry-standard format but is not obligated to comply with the succeeding vendor's specific format requirements.

7.4. Disposition includes the shredding of any hard copies of Customer Data, erasing or otherwise modifying the personal information to make it unreadable or indecipherable by human or digital means.

7.5. Customer acknowledges that from the third (3) data retune requests during the term of the MSA, there may be a reasonable service fee attached.

7.6. Customer may request partial disposal of Customer Data that is no longer needed, during the terms of the MSA. Such Partial disposal is subject to the Customer's request to transfer data to a separate account.

7.7. PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data so long as it is commercially reasonable to do so.

7.8. If transfer or partial disposal is not commercially reasonable, PowerSchool will inform the Customer of the costs, and the Customer may choose to pay. If not, PowerSchool is not obligated to transfer the data.

7.9. All transfers must comply with Applicable Law. PowerSchool is not liable for denying a transfer that does not comply with the law. Customer must indemnify PowerSchool for any transfer made at their request. PowerSchool may retain Customer Data if required by Applicable Law.

8. **Response to Legal Orders, Demands or Requests for Data.**

8.1. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such Party notifies, where not prohibited, the other party promptly after becoming aware of such obligations and provides the other Party an opportunity to seek a protective order or otherwise to challenge or limit such required disclosure.

8.2. PowerSchool will not disclose (and will not instruct any of its employees or Subprocessors to disclose) in

any manner whatsoever any Customer Data to any third party unless:

8.2.1. such disclosure is required in order for PowerSchool to perform its obligations pursuant to the MSA or this DPA and any applicable Quote or Statement of Work;

8.2.2. such disclosure is permitted under Applicable Law;

8.2.3. If PowerSchool becomes legally compelled to disclose Customer Data, PowerSchool will, to the extent permitted by law and if time permits, provide Customer with prompt written notice thereof prior to disclosure.

9. Compliance with Applicable Law. The Parties acknowledge that Customer Data may include Personal Data that is subject to Applicable Law of the applicable jurisdiction. As such, Parties shall comply with all obligations under the Applicable Law that apply.

10. Termination. Upon the termination or expiration of the applicable MSA, and subject to agreed data return or transfer or disposal, this DPA will automatically terminate without any further action of the Parties. The obligations of PowerSchool and Customer, as necessary, under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data has been returned or disposed.

11. Cross-Border Transfer of Data.

Where a data subject's Personal Data originates within a country requiring an adequate level of protection when disclosing or transferring such Personal Data outside the originating country, PowerSchool shall not disclose or transfer the Personal Data outside the originating country without ensuring an appropriate cross-border mechanism is in place to support such disclosures or transfers as required by Applicable Laws. Such safeguards will become an integral part of this DPA.

For all Customer Data disclosed or transferred from the European Economic Area or any other jurisdiction recognizing the Standard Contractual Clauses as a valid mechanism to transfer Personal Data to a Non-Adequate Country, Module 2 of the Standard Contractual Clauses are deemed as completed, and shall be an integral part of this DPA, provided that Parties agree that transfers to PowerSchool in the United States from the EU/EEA shall be valid as PowerSchool participates in the Data Privacy Framework program.

12. General Terms.

12.1. The Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the MSA with respect to any disputes or claims arising under this DPA. The terms of this DPA do not reduce PowerSchool's obligations under the MSA regarding the protection of Customer Data and does not permit PowerSchool to Process Customer Data in ways prohibited by the MSA.

12.2. In the event that there is a conflict or inconsistencies between this DPA, Applicable Law, and the Standard Contract Clauses regarding cross-board transfer issues, the conflict or inconsistencies shall be resolved in the following order: (i) first, Applicable Law, (ii) second, the applicable Standard Contract Clauses, and (iii) then the DPA.

12.3. In the event that there is a conflict or inconsistencies between the MSA and this DPA concerning data processing and Parties' responsibilities, this DPA controls.

CUSTOMER: _____

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

POWERSCHOOL GROUP, LLC

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

PowerSchool

SCHEDULE 1 – A

INCLUSIVE LIST OF APPLICABLE DATA PRIVACY LAWS *

Sr. No.	Country	Data Privacy Law applicable	Link to the Data Privacy law
1.	European Union (EU) and EEA	General Data Protection Regulation (GDPR)	General Data Protection Regulation (GDPR) – Legal Text (gdpr-info.eu)
2.	United States	Family Educational Rights and Privacy Act (FERPA) and other applicable state laws	FERPA | Protecting Student Privacy (ed.gov)
3.	Canada	Personal Information Protection and Electronic Documents Act (PIPEDA)	The Personal Information Protection and Electronic Documents Act (PIPEDA) - Office of the Privacy Commissioner of Canada
4.	India	Digital Personal Data Protection Act, 2023	Digital Personal Data Protection Act 2023 | Ministry of Electronics and Information Technology, Government of India (meity.gov.in)
5.	Argentina	Personal Data Protection Law No. 25,326; Regulatory Decree No. 1558/2001; Access to Public Law No. 27,275	Personal Data Protection Law – Law 25,326 - 2000; and Protection of Personal Data Decree 1558/2001
6.	Australia	Privacy Act, 1988	The Privacy Act | OAIC
7.	Brazil	General Data Protection Law (LGPD)	Brazilian General Data Protection Law (LGPD, English translation) (iapp.org)
8.	China	Personal Information Protection Law (PIPL)	Personal Information Protection Law of the People's Republic of China (cdurl.cn)
9.	Egypt	Personal Data Protection Law No. 151 of 2020	Data-Protection-Law-Translation-dual-text.pdf (sharkawylaw.com)
10.	Israel	Protection of Privacy Law, 5741-1981	Protection of Privacy Law, 5741-1981 - unofficial translation.doc (www.gov.il)
11.	Jamaica	Data Protection Act of 2020	7_2020 The Data Protection Act
12.	Japan	Act on the Protection of Personal Information (APPI)	Act on the Protection of Personal Information - English - Japanese Law Translation
13.	Malaysia	Personal Data Protection Act 2010	Malaysia Federal Legislation (agc.gov.my)
14.	Mexico	Federal Law on the Protection of Personal Data held by Private Parties (FDPL); Constitution of the United Mexican States, Privacy Notice Guidelines, Federal Consumer Protection Law	Ley Federal de Protección de Datos Personales en Posesión de los Particulares (Federal Law on the Protection of Personal Data held by Private Parties (FDPL))
15.	Morocco	Law No. 09-08, Decree no. 1-09-15; Consumer protection Law no. 31-08; Article 24 of the 2011 Constitution	Law No. 09-08 – relative à la protection des personnes physiques a l'éregard du traitement des données à caractère personnel
16.	New Zealand	Privacy Act 2020	Privacy Act 2020 No 31 (as at 01 July 2024), Public Act Contents – New Zealand Legislation
17.	Philippines	Data Privacy Act of 2012	Republic Act 10173 - Data Privacy Act of 2012 - National Privacy Commission National Privacy Commission
18.	Qatar	Law No. 13 Concerning Personal Data Privacy protection Law ("PDPPL")	Law No. 13 Concerning Personal Data Privacy protection Law ("PDPPL") 2016

19.	Saudi Arabia	Personal Data Protection Law (PDPL)	Personal Data English V2-23April2023-Reviewed-.docx (sdaia.gov.sa)
20.	Singapore	Personal Data Protection Act 2012 (PDPA)	Personal Data Protection Act 2012 - Singapore Statutes Online (agc.gov.sg)
21.	South Africa	Protection of Personal Information Act (POPIA)	Protection of Personal Information Act 4 of 2013 | South African Government (www.gov.za)
22.	South Korea	Personal Information Protection Act (PIPA)	PIPC, Korea
23.	Thailand	Personal Data Protection Act (PDPA)	thailand-personal-data-protection-act-2019-en.pdf (thainetizen.org)
24.	Tunisia	Personal Data Protection Act (PDPA)	Organic Act No. 2004-63 of 27 July 2004
25.	Turkey	Law on the Protection of Personal Data No. 6698	KİŞİSEL VERİLERİ KORUMA KURUMU | KVKK | Personal Data Protection Law
26.	United Arab Emirates	Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data	uaelegislation.gov.ae/en/legislations/1972/download
27.	United Kingdom	Data Protection Act 2018	Data Protection Act 2018 - GOV.UK (www.gov.uk)
28.	Uruguay	Law No. 18.331 – 2008 - Protection of Personal Data and Habeas Data Action () (Regulating Decree Nº 414/009)	Ley de Protección de Datos Personals y Actión de Habeas Data
29	Mississippi		
30	North Dakota		
31.	South Carolina		
32.	South Dakota		
33.	West Virginia		
34.	Wisconsin		
35.	Wyoming		

*** Disclaimer. PowerSchool does not represent that links and context are the latest version of the applicable laws.**

PowerSchool

SCHEDULE 1 – B

PHYSICAL, ADMINISTRATIVE, AND TECHNOLOGICAL SAFEGUARDS

A.1 Data Security. PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards for digital storage of Customer Data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:

A.1.1 Passwords and Employee Access. PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the MSA and this DPA, and only on terms consistent with or exceeding the data security measures required by this DPA between the Parties.

A.1.2 Security Protocols. The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to the MSA in a secure digital environment.

A.1.3 Employee Training. PowerSchool will provide periodic security training to those employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.

A.1.4 Security Technology. PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to the MSA in an environment using industry standard security controls are updated according to industry standards.

A.1.5 Monitoring. PowerSchool will log and analyze events across critical systems to identify potential threats to confidentiality, integrity, and availability of Customer Data.

A.1.6 Security Coordinator. PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to the MSA and this DPA upon written request.

A.1.7 Vendor-Data Subprocessors Bound. PowerSchool will enter into written agreements whereby Vendor- Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this exhibit and the DPA. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this exhibit and DPA.

A.1.8 Periodic Risk Assessment. PowerSchool acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and take commercially reasonable industry standard steps to remediate identified security and privacy vulnerabilities in a timely manner. PowerSchool shall provide reasonable assistance related to the nature of Processing to Customer in the event that a data protection impact assessment be required by Applicable Law.

A.1.9 Established Security Policies. PowerSchool will follow its established access security policies to support the confidentiality, integrity, and availability of the Customer Data against risks including but not limited to unauthorized access, collection, use, disclosure or disposal, loss, or modification. Such security arrangements will include, without limitation, reasonable physical, administrative, and technical safeguards.

A.1.10 Audits and Compliance Reports. PowerSchool's security compliance is assessed by independent third- party auditors. Upon Customer agreeing to an NOA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2022 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard.

B.1 Personal Data Breach. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.

B.1.1. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach. PowerSchool shall:

B.1.1.1 take steps to mitigate and remediate the Personal Data Breach;

B.1.1.2 notify the Customer without undue delay, and within the time period required by Applicable Law.

B.1.1.3 provide the Customer with sufficient information to determine any notification under Applicable Law.

Cooperate with Customer and take commercially reasonable steps to assist in an investigation of the Data Breach.

B.2 Data Incident. In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:

B.2.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not exceeding seventy-two (72) hours.

B.2.2 comply with all reasonable requests from Customer in relation to such Incident and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.

B.3 Post Incident Process. In the event of an Incident, PowerSchool will follow the following process:

B.3.1 Provide a security incident notification written in plain language after confirmation of the incident.

B.3.2 The security incident notification will include, at a minimum, the following information:

B.3.2.1 The name and contact information of Customer's Designee or his/her designee for this purpose.

B.3.2.2 A list of the types of Customer Data that were or are reasonably believed to have been the subject of an incident.

B.3.2.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the incident, (2) the estimated date of the incident, or (3) the date range within which the incident occurred. The notification will also include the date of the notice.

B.3.2.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine and permitted at the time the notice is provided.

B.3.2.5 A general description of the incident, if that information is possible to determine at the time the notice is provided.

B.3.3 PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to an Incident related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.

B.3.4 PowerSchool maintains a written incident response plan that is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data incident, security incident, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information.

B.3.5 If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co- operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected Data Subject(s) of the unauthorized access.

PowerSchool

SCHEDULE 1-C

POWERSCHOOL DATA SECURITY AND PRIVACY PLAN

Additional elements of PowerSchool's Data Security and Privacy Plan are as follows:

(a) In order to comply with all Applicable Laws as related to data security and privacy requirements, PowerSchool follows its Data Security and Privacy Plan ("DSPP") and will: Review its data security and global privacy statement and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this DSPP. In the event PowerSchool's policy and practices are not in conformance, PowerSchool will implement commercially reasonable efforts to ensure such compliance.

(b) As required by the ISO 27001:2022, in order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Agreement, PowerSchool will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Agreement:

Data Security:

- Data-at-rest & data-in-transit (motion) are encrypted.
- Data leak protections are implemented Information Protection Processes and Procedures. Data destruction is performed according to contract and agreements.
- A plan for vulnerability management is developed and implemented with protective technology.
- Log/audit records are ascertained, implemented, documented, and reviewed according to policy. Network communications are protected.

Identity Management, Authentication and Access Control:

- Credentials and identities are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users.
- Remote access is managed PowerSchool also conforms to the ISO 27001:2022 standard.

(c) For any of its employees (or employees of any of its subcontractors or assignees) who have access to Protected Data, PowerSchool has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, PowerSchool will require that all of its employees (or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(d) In the event that PowerSchool engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontractors, assignees, or other authorized agents to execute written agreements requiring those parties to protect the confidentiality and security of Protected Data under applicable privacy laws.

(e) PowerSchool will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and PowerSchool will provide prompt notification of any breaches or unauthorized disclosures of Protected Data. More information on how incidents are handled can be found in the Main Service Agreement ("MSA").

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Trumbull Insurance Company	27120
INSURER C: Hartford Casualty Insurance Company	29424
INSURER D: National Fire & Marine Insurance Company	20079
INSURER E:	
INSURER F:	

INSURED
PowerSchool Group LLC
150 Parkshore Dr
Folsom, CA 95630

COVERAGES **CERTIFICATE NUMBER:** W41271262 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			10UUNBK0CV4	10/31/2025	10/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY Comp: $1,000 SCHEDULED AUTOS X NON-OWNED AUTOS ONLY Coll: $1,000			10UENDS0862	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10WB BK0CVA	10/31/2025	10/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Technology E&O			42-EPP-340551-01	04/10/2025	10/10/2026	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Evidence Only

CERTIFICATE HOLDER
Evidence Only

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patricia A Forry

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Board of Education
Dave Chivers, President • **Tawnya McKee**, Vice President • **Todd Massey,** Member
Denise Maynard, Member •**Robin McClellan,** Member

Memorandum

To: USD Board Members

From: Christy Nerdin, Curriculum Director

Date: September 9, 2026

Re: Approval of curriculum materials committee

Background: As per R277-474-5 regarding school instruction and human sexuality, local boards shall annually appoint and review committee membership on or before August 1. The role of the committee is to review and approve all guest speakers and guest presenters and their respective materials relating to human sexuality instruction in a course and maturation education prior to their presentation. And, the committee shall include parents, health professionals, school health educators, and administrators, with at least as many parents as school employees. The committee will meet before fall break.

Recommendation: Approve the following list of committee members

- *1 District nurse - **Meredith Manwaring***
- *1 Health teacher - UHS **Diane O'Hearn***
- *District administrator (Curriculum director) **Christy Nerdin***
- *High School Community Council Chair or designee @ UHS - **TBD***
- *Middle School Community Council Chair or designee @ UMS - **TBD***
- *Elementary Community Council Chair or designee @ Naples - **TBD***

Policy Implications: None

Personnel Implications: None

Facility Implications: None

Financial/Budget Implications: None

Motion: