

UTAH STATE BOARD OF EDUCATION

Subject:

INFORMATION: Public Comment

Agenda item type:

Information Item

Recommended Action:**Background:****Committee Meeting Public Comment**

The Utah State Board of Education (USBE) appreciates your interest in sharing your public comments.

Individuals who want to comment on a specific agenda item(s) during the committee meetings should contact Vanessa Barnes at vanessa.barnes@schools.utah.gov.

You are also welcome to send written comments to the Board at any time: board@schools.utah.gov. Please include the city where you live in your e-mail because your recognized board member may choose to reply personally.

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1. Public comments are limited to 2 minutes per person.
2. A comment can express simple support or dissent about regulatory action. However, a constructive comment supported by evidence, data, and information is more likely to influence regulatory decision-making.
3. Individuals should not use the public comment to complain about personnel issues or attack or defame an individual.
4. Speakers making a highly detailed or complex comment should also consider providing a written outline of their words to the Board.
5. Please remember that children may hear your comments. Be thoughtful and professional.
6. Keep your comments appropriate for a general audience. If you have material with explicit language/content, submit such material in writing to the Board at publiccomments@schools.utah.gov

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Attachments:

None

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-497, School Accountability System (Amendment)

Agenda item type:

Action Item

Recommended Action:

That the Committee approves R277-497, Draft 1, on first reading and forward to the Board for approval on second and final reading.

Background:

Amendments related to the passage of [HB 308](#) during the 2023 Legislative Session.

Staff will present R277-497, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X, Sec 3; 53E-5-202; 53E-3-401(4)

Contact:

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Attachments:

1. R277-497 - Draft 1 - May 2023 Committee Final

1 **R277. Education, Administration.**

2 **R277-497. School Accountability System.**

3 **R277-497-1. Authority and Purpose.**

4 (1) This rule is authorized by:

5 (a) Utah Constitution [Article X, Section 3](#), which vests general control and
6 supervision of public education in the Board;

7 (b) Section [53E-5-202](#), which directs the Board to adopt rules to implement a
8 statewide accountability system; and

9 (c) Subsection [53E-3-401](#)(4), which allows the Board to make rules to execute the
10 Board's duties and responsibilities under the Utah Constitution and State law.

11 (2) The purpose of this rule is to ~~[set]~~establish performance thresholds for the
12 purpose of meaningfully differentiating~~[assigning overall ratings to]~~ schools, ~~[establish]~~
13 provisions for the methodology of calculating points, and ~~[address]~~exclusions from the
14 school accountability system.

15

16 ~~**[R277-497-2. Assignment of Overall Rating for a School.**~~

17 ~~—— (1) The Superintendent shall assign an overall school rating in accordance with
18 the indicators described in Section 53E-5-205 for elementary and middle schools and
19 Section 53E-5-206 for high schools.~~

20 ~~—— (2) The Board establishes the following performance thresholds for the
21 Superintendent to assign overall ratings to schools.~~

22 ~~—— (3) For an elementary or middle school:~~

23 ~~—— (a) an "A" rating represents an exemplary school, where the school has earned
24 63.25% of the total points possible;~~

25 ~~—— (b) a "B" rating represents a commendable school, where the school has earned
26 55% of the total points possible;~~

27 ~~—— (c) a "C" rating represents a typical school, where the school has earned 43.5%
28 of the total points possible;~~

29 ~~_____ (d) a "D" rating represents a developing school, where the school has earned~~
30 ~~35.5% of the total points possible; and~~

31 ~~_____ (e) an "F" rating represents a critical needs school, where the school has earned~~
32 ~~less than 35.5% of the total points possible.~~

33 ~~_____ (4) For a high school:~~

34 ~~_____ (a) an "A" rating represents an exemplary school, where the school has earned~~
35 ~~64% of the total points possible;~~

36 ~~_____ (b) a "B" rating represents a commendable school, where the school has earned~~
37 ~~57% of the total points possible;~~

38 ~~_____ (c) a "C" rating represents a typical school, where the school has earned 46% of~~
39 ~~the total points possible;~~

40 ~~_____ (d) a "D" rating represents a developing school, where the school has earned 38%~~
41 ~~of the total points possible; and~~

42 ~~_____ (e) an "F" rating represents a critical needs school, where the school has earned~~
43 ~~less than 38% of the total points possible.~~

44 ~~_____ (5) In accordance with Section 53E-5-204(3)(b), for the 2018-19 and the 2019-20~~
45 ~~school year, the Superintendent may not assign an overall rating to a school.~~

46]

47 **R277-497-[3]2. Indexing of Points for Calculating Academic Growth.**

48 (1) For the purposes of calculating academic growth, the Superintendent shall
49 assign each student a student growth percentile (SGP). ~~and a student growth target~~
50 ~~(SGT).~~

51 (2) The Superintendent shall assign point[s] weights to a school for student growth
52 ~~[relative to the percentage of students who meet their SGT.]~~as follows:

53 ~~_____ (a) if a student's SGP is greater than or equal to the student's SGT, and the student~~
54 ~~meets the SGT goal for a subject area, the student is awarded a weight based on the~~
55 ~~student's SGP using the following index:]~~

56 [(i)](a) if the student's SGP is greater than ~~[65]~~80, the weight is 1.0;

57 [(ii)](b) if the student's SGP is between ~~[50 and 65]~~60 and 79, the weight is 0.75;

58 ~~[(iii)](c)~~ if the student's SGP is between 40 and ~~[49]~~59, the weight is 0.50; ~~[and]~~
59 ~~[(iv)](d)~~ if the student's SGP is ~~[less than 40]~~between 20 and 39, the weight is
60 0.25; or

61 (e) if the student's SGP is less than 20, the weight is 0.

62 ~~[(b) if a student's SGP is less than the student's SGT and the student does not~~
63 ~~meet the SGT goal for a subject area, the student is awarded a weight based on the~~
64 ~~student's SGP using the following index:~~

65 ~~—(i) if the student's SGP is greater than 65, the weight is 0.75;~~

66 ~~—(ii) if the student's SGP is between 50 and 65, the weight is 0.50;~~

67 ~~—(iii) if the student's SGP is between 40 and 49, the weight is 0.25; and~~

68 ~~—(iv) if the student's SGP is less than 40, the weight is 0.]~~

69 (3) To determine the total growth points allocated to a school, the Superintendent
70 shall:

71 (a) add all the weights and divide by the total number of tests to establish a
72 percentage; and

73 (b) multiply the percentage by the total growth points possible.

74

75 **R277-497-[4]3. Specific Provisions on Calculation of Points.**

76 (1)(a) In accordance with Section [53E-5-207](#)(4)(c)(ii), the Superintendent shall
77 award 10% of the points allocated for high school graduation based on a school's five-
78 year graduation rate.

79 (b) A school may not earn more than the total number of points possible for the
80 graduation rate indicator.

81 (2)(a) In accordance with Section [53E-5-210](#), the Superintendent shall determine
82 that an ELL student meets adequate progress if the ELL student has an increase in
83 proficiency level ~~[by 0.4]~~as described in the Utah Accountability Technical Manual on an
84 English language proficiency assessment approved by the Board and designated in Rule
85 [R277-404](#).

86 (3)(a) For a school that chooses to include additional quality indicators on its
87 school report card, the school may choose up to two additional self-reported indicators.

88 (b) The Superintendent shall approve a list of indicators that a school may use for
89 purposes of Subsection (3)(a), and may also approve other indicators that an LEA may
90 submit for consideration.

91 (c) The Superintendent shall publish the pre-approved self-reported indicators list
92 on the Assessment and Accountability section of the USBE website.

93 (d) If a school elects to include the additional self-reported indicators, the school
94 shall notify the Superintendent by established due dates.

95 (4) When calculating postsecondary readiness points for a high school student's
96 performance on a college readiness assessment, the Superintendent shall use the
97 student's ACT score obtained during the statewide administration of ACT.

98 (5) The Superintendent shall publish the Utah Accountability Technical Manual,
99 which includes:

100 (a) additional technical details on the calculation of points;

101 (b) business rules;

102 (c) detailed explanations on the methodologies for the calculation of achievement,
103 student growth, equitable education opportunity, and postsecondary readiness and;

104 (d) other indicators to appropriately assess the educational impact of a school that
105 serves a special student population.

106 (6) A copy of the Utah Accountability Technical Manual is located at:

107 (a) <https://schools.utah.gov/assessment/resources>; and

108 (b) the offices of the Utah State Board of Education.

109

110 **R277-497-[5]4. Exclusions From the Accountability System and Indicators for**
111 **Schools Serving a Special Student Population.**

112 (1)(a) In determining schools to exempt from the school accountability system, in
113 accordance with Section [53E-5-203](#), the Superintendent shall exempt a school in which
114 the number of students tested on a statewide assessment is less than 10.

115 (b) The Superintendent may not report any school indicator for which the student
116 group size for that indicator is less than 10.

117 (2) The Superintendent shall publish other indicators, in addition to indicators
118 described in Sections [53E-5-205](#) and [53E-5-206](#), to appropriately assess the educational
119 impact of a school that serves a special student population.

120

121 **KEY: school reports, school grading accountability**

122 **Date of Last Change: August 25, 2021**

123 **Notice of Continuation: June 5, 2020**

124 **Authorizing, and Implemented or Interpreted Law: [Art X, Sec 3](#); [53E-5-202](#); [53E-3-](#)
125 [401\(4\)](#)**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: Sections R277-920-5 and 12, School Improvement and Leadership Development (Amendment)

Agenda item type:

Action Item

Recommended Action:

That the Committee approves Sections R277-920-5 and 12, Draft 1, on first reading and forward to the Board for approval on second and final reading.

Background:

Amendments related to the passage of [HB 308](#) during the 2023 Legislative Session.

Staff will present Sections R277-920-5 and 12, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X, Sec 3; 53E-3-401(4); Title 53E, Chapter 5, Part 3

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Attachments:

1. R277-920 - Draft 1 - May 2023 Committee (Sections 920-5 & 12 only)
2. R277-920 Effective February 2023

1 **R277-920-5. Superintendent's Identification of Schools for Targeted Needs Status**
2 **and Elevate Schools.**

3 (1) As used in this section, "student groups" means a group of ten or more
4 students:

5 (a) who are economically disadvantaged;

6 (b) with disabilities;

7 (c) who are English learners;

8 (d) who are African American;

9 (e) who are American Indian;

10 (f) who are Asian;

11 (g) who are Hispanic;

12 (h) who are Multiple races;

13 (i) who are Pacific Islander; or

14 (j) who are White.

15 (2)(a) Subject to Subsection (2)(b), the Superintendent shall identify for targeted
16 needs status any school with one or more student groups who:

17 (i) for two consecutive years, is assigned a percentage of possible points in the
18 state's accountability system that is equal to or below:

19 _____ (A) 35.5% of the total points possible for a school that is an elementary or middle
20 school; or

21 _____ (B) 38% of the total points possible for a school that enrolls students who are in
22 grade 12[the percentage of possible points associated with the lowest rating in the
23 state's accountability system]; and

24 (ii) is not currently identified for critical needs status under Section R277-920-4.

25 (b) The Superintendent shall make the identification under Subsection (2)(a)
26 beginning with the 2018-2019 school accountability results and every year thereafter.

27 (3) A school identified under Subsection (2) shall develop and implement a plan
28 to improve performance of the student group that was the subject of the identification

29 under Subsection (2), in accordance with the Elementary and Secondary Education Act
30 of 1965, 20 U.S.C. Sec. 6301 et seq.

31 (4) To exit targeted needs status, a school shall demonstrate that the school no
32 longer meets the criteria for which the school was identified for two consecutive years
33 within four school years after the month in which the school was identified.

34 (5) The Superintendent shall identify a Title I school that does not meet the exit
35 criteria described in Subsection (4) as a school with chronically underperforming student
36 groups as described in Section R277-920-4.

37 (6) For each year the Board is required to identify elevate schools as described
38 in Section [53E-5-302.1](#), the Superintendent shall:

- 39 (a) accept applications as described in Subsection [53E-5-302.1\(1\)\(a\)](#);
40 (b) identify elevate schools as described in Subsection [53E-5-302.1\(1\)\(b\)](#); and
41 (c) conduct a needs assessment for each elevate school as described in
42 Subsection [53E-5-302.1\(1\)\(c\)](#).

43

44 **R277-920-12. Exit Criteria for a Springboard School and Schools in Critical Needs**
45 **Status -- Extensions -- More Rigorous Interventions.**

46 (1) To exit the springboard school program, a springboard school shall
47 demonstrate, in the third or fourth year after which the school was identified as a
48 springboard school, that the school:

49 (a) meets individualized exit criteria that is calculated by reducing the gap in
50 performance by one-third between:

51 _____ (i) the springboard school's baseline performance; and

52 _____ (ii)(A) 55% of the total points possible for a school that is an elementary or
53 middle school; or

54 _____ (B) 57% of the total points possible for a school that enrolls students in grade
55 12[the threshold score for a 'B' letter grade, as described in Section R277-497-2, by
56 one-third]; and

57 (b) exceeds the lowest 5% of all schools in the ranking of schools from the year
58 the school was identified.

59 (2) In determining whether a school has met the criteria described in Subsection
60 (1), the Superintendent shall apply the indicators, weightings, and threshold scores
61 described in the version of [Title 53E, Chapter 5, Part 2](#), School Accountability System
62 that was in place when the school was identified.

63 (3) If a school does not meet the exit criteria described in Subsection (1) in the
64 fourth year after which the school was identified as a springboard school, the school
65 may qualify for an extension to continue current school improvement efforts for up to
66 two years if the school:

67 (a)(i)(A) reduced the gap in performance by one-fourth between:

68 (I) the school's baseline performance; and

69 (II)(Aa) 55% of the total points possible for a school that is an elementary or
70 middle school; or

71 (Bb) 57% of the total points possible for a school that enrolls students in grade
72 12[the threshold for a 'B' letter grade, as described in Section R277-497-2, by at least
73 one-fourth]; and

74 (B) exceeds at least the lowest 3% of all schools in the ranking of schools from
75 the year the school was scheduled to exit; or

76 (ii) has met only one of the exit criteria described in Subsection (1); and

77 (b) electronically files an extension request with the Superintendent within 15
78 days of the release of school accountability results, that provides rationale justifying an
79 extension.

80 (4) If a school identified as a springboard school does not meet the exit criteria
81 described in Subsection (1) or qualify for an extension as described in Subsection (3)
82 the following groups shall make a recommendation to the Board on what action the
83 Board should take:

84 (a) a state review panel, described in Subsection (6);

85 (b) if the school is a district school, the local school board, with input from the
86 community as described in Subsection (7); and

87 (c) if the school is a charter school, the charter school authorizer with input from
88 the community as described in Subsection (7).

89 (5) The groups described in Subsection (4) shall make a recommendation within
90 90 days of the release of school accountability results on whether the Board should:

91 (a) require personnel changes, including replacement of school leaders or
92 teachers;

93 (b) if the school is a district school:

94 (i) require involuntary transfers of school leaders or teachers;

95 (ii) require the local school board to change school boundaries;

96 (iii) temporarily appoint a public or non-profit entity other than the local school
97 board to manage and operate the school; or

98 (iv) permanently transfer control of a school to a public or non-profit entity other
99 than the local education board;

100 (c) if the school is a charter school:

101 (i) require that the charter school governing board be replaced; or

102 (ii) require that the charter school authorizer close the school; or

103 (d) if the school is a charter school, require that the charter school authorizer:

104 (i) replace some or all members of the charter school governing board;

105 (ii) transfer operation and control of the charter school to:

106 (A) a high performing charter school; or

107 (B) the school district in which the charter school is located; or

108 (iii) close the school; or

109 (e) take other action.

110 (6)(a) The Superintendent shall appoint members of a state review panel.

111 (b) The state review panel shall critically evaluate at least:

- 112 (i) whether the local education agency has the capacity to implement the
113 changes necessary to improve school performance;
- 114 (ii) whether the school leadership is adequate to implement change to improve
115 school performance;
- 116 (iii) whether the school has sufficient authority to implement change;
- 117 (iv) whether the plan is being implemented with fidelity;
- 118 (v) whether the state and local education board provided sufficient resources to
119 the school to support school improvement efforts, including whether the local school
120 board prioritized school district funding and resources to the school in accordance with
121 Section [53E-5-303](#);
- 122 (vi) the likelihood that performance can be improved within the current
123 management structure and staffing; and
- 124 (vii) the necessity that the school remain in operation to serve students.
- 125 (7) An LEA and charter school authorizer shall develop recommendations under
126 this section in collaboration with:
- 127 (a) parents of students currently attending the springboard school;
- 128 (b) teachers, principals, and other school leaders at the school;
- 129 (c) stakeholders representing the interests of students with disabilities, English
130 learners, and other vulnerable student populations; and
- 131 (d) other community members and community partners.
- 132 (8) A school in critical needs status that does not exit critical needs status shall
133 engage in more rigorous interventions consistent with the ESSA state plan.

134

135 **KEY: principals, school improvements, school leaders**

136 **Date of Last Change: February 8, 2023**

137 **Notice of Continuation: June 4, 2021**

138 **Authorizing, and Implemented or Interpreted Law: [Art X, Sec 3](#); [53E-3-401\(4\)](#); [Title](#)
139 [53E, Chapter 5, Part 3](#)**

R277. Education, Administration.

R277-920. School Improvement and Leadership Development.

R277-920-1. Authority and Purpose.

- (1) This rule is authorized by:
- (a) Utah Constitution Article X, Section 3, which vests general control and supervision over public education in the Board;
 - (b) Subsection 53E-3-401(4), which allows the Board to make rules to execute the Board's duties and responsibilities under the Utah Constitution and state law; and
 - (c) Title 53E, Chapter 5, Part 3, School Improvement and Leadership Development, which requires the Board to make rules to establish:
 - (i) an appeal process for the denial of a school improvement plan;
 - (ii) provisions regarding funding distributed to a springboard school or elevate school;
 - (iii) criteria for granting an extension to a springboard school;
 - (iv) criteria for exiting a school that has demonstrated sufficient improvement;
 - (v) implications for a springboard school; and
 - (vi) eligibility criteria, application procedures, selection criteria, and procedures for awarding incentive pay for the School Leadership Development Program.
- (2) The purpose of this rule is to:
- (a) enact provisions governing school improvement efforts; and
 - (b) implement and administer Title 53E, Chapter 5, Part 3, School Improvement and Leadership Development.

R277-920-2. Definitions.

- (1) "Appeal committee" means the committee established by Section R277-920-6.
- (2) "Baseline performance" means the percentage of possible points earned by a school through the school accountability system in the year the school was identified as a springboard school.
- (3) "Committee" means a school improvement committee established in accordance with Subsection 53E-5-303(1) or 53E-5-304(4).
- (4) "Continuous improvement expert" means the same as that term is defined in Section 53E-5-301.
- (5) "Elevate school" means the same as that term is defined in Section 53E-5-301.
- (6) "High performing charter school" means the same as that term is defined in Section 53E-5-306.
- (7) "Non-Title I school" means a school that does not receive funds under the Elementary and Secondary Education Act of 1965, Title I, 20 U.S.C. Sec. 6301 et seq.
- (8) "School improvement grant" means a Title I grant under the Elementary and Secondary Education Act, 20 U.S.C. Sec. 6303(g).
- (9) "School in critical needs status" means a school that is a:
 - (a) high school with a four-year adjusted cohort graduation rate of less than or equal to 67% for three school years on average;
 - (b) Title I school that does not exit targeted needs status; or
 - (c) Title I school that:
 - (i) has not been identified as a school meeting the definition of Subsection (9)(a), (9)(b), or (14); and
 - (ii) performed in the lowest 5% of Title I schools over the past three years on average according to the percentage of points earned under the school accountability system.
- (10) "School in targeted needs status" means a school that is identified as a targeted support and improvement school with one or more student groups as described in Section R277-920-5.
- (11) "School leader" means the same as that term is defined in Section 53E-5-309.
- (12) "School improvement plan" means a school improvement plan described in Section R277-920-8.
- (13) "School improvement program" means the school improvement and leadership development program described in Title 53E, Chapter 5, Part 3, School Improvement and Leadership Development.
- (14) "Springboard school" means the same as that term is defined in Section 53E-5-301.
- (15) "State review panel" means a state review panel appointed by the Superintendent that includes at least three members who each have demonstrated expertise in two or more of the following fields:
 - (a) leadership at the school district or school level;
 - (b) standards-based elementary or secondary curriculum instruction and assessment;
 - (c) instructional data management and analysis;
 - (d) educational program evaluation;
 - (e) educational program management;
 - (f) teacher leadership;
 - (g) change management;
 - (h) organizational management; or
 - (i) school budgeting and finance.
- (16) "Title I school" means a school that receives funds under the Elementary and Secondary Education Act of 1965, Title I, 20 U.S.C. Sec. 6301 et seq.

(17) "ESSA state plan" means the Revised State Template for the Consolidated State Plan: The Elementary and Secondary Education Act of 1965, Every Student Succeeds Act incorporated by reference in Section R277-920-3.

R277-920-3. Revised State Template for the Consolidated State Plan: The Elementary and Secondary Education Act of 1965 Incorporated by Reference.

(1) This rule incorporates by reference the Revised State Template for the Consolidated State Plan: The Elementary and Secondary Education Act of 1965, Every Student Succeeds Act, which provides clarification of the requirements and the state's plan for seven federal Title programs including school improvement.

(2) A copy of the manual is located at:

- (a) <https://www.schools.utah.gov/file/e803c7a4-3c13-459c-97a6-da92b4579c52>; and
- (b) the Utah State Board of Education.

R277-920-4. Superintendent's Identification of Schools for Critical Needs Status and Springboard Schools -- Readiness Review.

(1) Subject to Subsection (2), on or before October 31, the Superintendent shall identify schools for critical needs status and springboard schools.

(2) The Superintendent shall make the identification under:

(a) Subsection R277-920-2(9)(a) beginning with the 2021-22 school accountability results and every three years thereafter, consistent with the ESSA state plan;

(b) Subsection R277-920-2(9)(b) beginning with the 2023-24 school accountability results and every year thereafter, consistent with the ESSA state plan;

(c) Subsection R277-920-2(9)(c) beginning with the 2021-2022 school accountability results and every three years thereafter, consistent with the ESSA state plan; and

(d) Subsection R277-920-2(14) beginning with the 2024-25 school accountability results and every four years thereafter, consistent with Subsection 53E-5-302(1)(a).

(3)(a) Except as provided in Subsection (3)(b), schools in critical needs status are required to comply with Title 53E, Chapter 5, Part 3, School Improvement and Leadership Development.

(b) A school in critical needs status is exempt from the requirement to contract with continuous improvement expert described in Section 53E-5-305.

R277-920-5. Superintendent's Identification of Schools for Targeted Needs Status and Elevate Schools.

(1) As used in this section, "student groups" means a group of ten or more students:

(a) who are economically disadvantaged;

(b) with disabilities;

(c) who are English learners;

(d) who are African American;

(e) who are American Indian;

(f) who are Asian;

(g) who are Hispanic;

(h) who are Multiple races;

(i) who are Pacific Islander; or

(j) who are White.

(2)(a) Subject to Subsection (2)(b), the Superintendent shall identify for targeted needs status any school with one or more student groups who:

(i) for two consecutive years, is assigned a percentage of possible points in the state's accountability system that is equal to or below the percentage of possible points associated with the lowest rating in the state's accountability system; and

(ii) is not currently identified for critical needs status under Section R277-920-4.

(b) The Superintendent shall make the identification under Subsection (2)(a) beginning with the 2018-2019 school accountability results and every year thereafter.

(3) A school identified under Subsection (2) shall develop and implement a plan to improve performance of the student group that was the subject of the identification under Subsection (2), in accordance with the Elementary and Secondary Education Act of 1965, 20 U.S.C. Sec. 6301 et seq.

(4) To exit targeted needs status, a school shall demonstrate that the school no longer meets the criteria for which the school was identified for two consecutive years within four school years after the month in which the school was identified.

(5) The Superintendent shall identify a Title I school that does not meet the exit criteria described in Subsection (4) as a school with chronically underperforming student groups as described in Section R277-920-4.

(6) For each year the Board is required to identify elevate schools as described in Section 53E-5-302.1, the Superintendent shall:

(a) accept applications as described in Subsection 53E-5-302.1(1)(a);

(b) identify elevate schools as described in Subsection 53E-5-302.1(1)(b); and

(c) conduct a needs assessment for each elevate school as described in Subsection 53E-5-302.1(1)(c).

R277-920-6. Identification of New Schools due to Statewide Assessment System Irregularities During the 2020 COVID-19 Pandemic.

The Superintendent may not identify a new school for critical needs status based on school accountability results from the 2019-20 school year due to the waiver to administer assessments described in Section 53E-4-315.

R277-920-7. Superintendent Review of Continuous Improvement Expert Proposals for Springboard and Elevate Schools.

(1) The Superintendent shall review and approve a springboard or elevate school's proposal described in Subsection 53E-5-303(1)(d).

(2) On or before January 15, a local education board of a springboard or elevate school shall submit a proposal described in Subsection 53E-5-303(1) or Subsection 53E-5-304(4) to the Superintendent for approval.

R277-920-8. School Improvement Plan Submission and Approval Process.

(1) In addition to the requirements described in Subsection 53E-5-303(5), a springboard school, elevate school, or school in critical needs status shall create a school improvement plan and include at least the following:

(a) a request to the local school board and district superintendent for:

(i) additional resources;

(ii) personnel; or

(iii) exemptions from district policy that may be contributing to the low performance of the district school; and

(b) a plan for management of school personnel, including:

(i) recruitment of an educator or school leader; and

(ii) professional development for an educator or school leader.

(2) A local education board shall include in the plan a strategy for sustaining school improvement efforts after a school exits critical needs status.

(3)(a) A local education board may approve or deny a plan in whole or in part, if the part of the plan the board denies is severable from the part of the plan the board approves.

(b) A local education board shall give a reason for a denial of each part of a plan.

(4) A local education board shall submit a school improvement plan in accordance with Subsection 53E-5-303(7) or Subsection 53E-5-304(9) to the Board.

(5) In accordance with Subsection 53E-5-305(3), the Board may review and approve or deny a school improvement plan in whole or in part, if the part of the school improvement plan the Board denies is severable from the part of the school improvement plan the Board approves.

R277-920-9. Appeal Process for Denial of a School Improvement Plan.

(1) A committee or local education board may appeal the denial of a plan, in whole or in part, by following the procedures and requirements of this section.

(2) An appeal authorized by this rule:

(a) is an informal adjudicative proceeding under Section 63G-4-203; and

(b) shall be resolved by the date specified in Subsection 53E-5-305(6)(b).

(3)(a) A principal, on behalf of a committee, may request that the local education board reconsider the denial of a plan:

(i) by electronically filing the request:

(A) with the chair of the local education board; and

(B) on a form provided on the Board website; and

(ii) within five calendar days of the denial.

(b) The reconsideration request may include a modification to the plan if the committee approves the modification.

(c) The local education board shall respond to the request within ten calendar days by:

(i) refusing to reconsider its action;

(ii) approving a plan, in whole or in part; or

(iii) denying a plan modification.

(d) The principal may appeal the denial of a plan under this Subsection (3):

(i) by electronically filing an appeal with the Superintendent on a form provided on the Board website; and

(ii) within five calendar days of the denial.

(e) An appeal filed under this subsection shall be resolved in accordance with Subsections (4) and (5).

(4) A district superintendent, on behalf of a local school board, or a charter school governing board chair, on behalf of a charter school governing board, may appeal the Board's denial of a plan:

(a) by electronically filing an appeal with the Superintendent on a form provided on the Board website; and

(b) within five calendar days of the denial.

(5)(a) At least three members of a Board committee, appointed by the Board as the appeal committee, shall review the written appeal.

(b) The appeal committee may ask the principal, district superintendent, local school board chair, or charter school governing board chair to:

(i) provide additional written information; or

(ii) appear personally and provide information.

(c) The appeal committee shall make a written recommendation within five business days of receipt of the appeal request to the Board to accept, modify, or reject the plan and give a reason for the recommendation.

(6) The Board may accept or reject the appeal committee's recommendation and the Board's decision is the final administrative action.

R277-920-10. Springboard and Elevate School Program Funding.

(1) The Superintendent shall annually designate an amount of funds available for distribution to springboard and elevate schools under this section, taking into consideration:

- (a) encumbered funds; and
- (b) other program obligations.

(2) On or before January 30 of the school year in which a springboard or elevate school is identified, the Superintendent shall distribute at least \$375,000 per springboard or elevate school to each local education board of a springboard or elevate school.

(3) The Superintendent shall distribute any funds available for distribution under Subsection (1) after the allocation of funds described in Subsection (2) to local education boards of springboard and elevate schools on a prioritized basis taking need for the funds, as demonstrated by the needs assessment conducted in accordance with Section 53E-5-302, into account.

(4)(a) The local education board shall use at least a portion of the funding distributed under Subsections (2) and (3) to contract with a continuous improvement expert, including travel costs, in accordance with Sections 53E-5-303 and 53E-5-304.

(b) A local education board shall use funding available after the allocation of funds under Subsection (4)(a) only for interventions identified in a school improvement plan.

(5) The Superintendent may review uses of funds and contracts with continuous improvement experts.

(6) The Superintendent may provide funding to a school that remains in the school improvement program beyond the school's identified exit year.

R277-920-11. School Leadership Development Program.

(1) A school leader may apply to participate in the School Leadership Development Program if the school leader:

- (a) is assigned to a school in critical needs status; or
- (b) is nominated by the school leader's district superintendent or charter school governing board to participate.

(2) A school leader who meets the requirements of Subsection (1) may apply to participate in the School Leadership Development Program by electronically submitting an application to the Superintendent on a form provided on the Board website by the date specified on the Board website.

(3)(a) The Superintendent shall select a school leader to participate in the School Leadership Development Program based on the following selection criteria:

- (i) first priority shall be given to a school leader who is assigned to a springboard school or elevate school;
- (ii) second priority is given to a school leader who is assigned to a school in critical needs status that is not a springboard school or elevate school; and
- (iii) third priority is given to a school leader who is nominated by the school leader's district superintendent or charter school governing board.

(b) Notwithstanding Subsection (3)(a), the Superintendent may give priority to a school leader who has not received prior leadership training before selecting a school leader who has received prior leadership training.

(4)(a) In accordance with Subsection 53E-5-309(4), the Superintendent shall award incentive pay to a school leader within 30 days after:

- (i) the school leader completes the School Leadership Development Program; and
- (ii) the school leader's LEA verifies that the school leader entered into a written agreement as described in Subsection 53E-5-309(4).

(b) The Superintendent shall distribute \$400 per session to a school leader who completes at least 75% of the School Leadership Development Program sessions.

(5) The Superintendent may award incentive pay to a school leader described in Subsection (5) for up to five years.

R277-920-12. Exit Criteria for a Springboard School and Schools in Critical Needs Status -- Extensions -- More Rigorous Interventions.

(1) To exit the springboard school program, a springboard school shall demonstrate, in the third or fourth year after which the school was identified as a springboard school, that the school:

- (a) meets individualized exit criteria that is calculated by reducing the gap in performance between the springboard school's baseline performance and the threshold score for a 'B' letter grade, as described in Section R277-497-2, by one-third; and
- (b) exceeds the lowest 5% of all schools in the ranking of schools from the year the school was identified.

(2) In determining whether a school has met the criteria described in Subsection (1), the Superintendent shall apply the indicators, weightings, and threshold scores described in the version of Title 53E, Chapter 5, Part 2, School Accountability System that was in place when the school was identified.

(3) If a school does not meet the exit criteria described in Subsection (1) in the fourth year after which the school was identified as a springboard school, the school may qualify for an extension to continue current school improvement efforts for up to two years if the school:

- (a)(i)(A) reduced the gap in performance between the school's baseline performance and the threshold for a 'B' letter grade, as described in Section R277-497-2, by at least one-fourth; and
- (B) exceeds at least the lowest 3% of all schools in the ranking of schools from the year the school was scheduled to exit; or
- (ii) has met only one of the exit criteria described in Subsection (1); and
- (b) electronically files an extension request with the Superintendent within 15 days of the release of school accountability results, that provides rationale justifying an extension.
- (4) If a school identified as a springboard school does not meet the exit criteria described in Subsection (1) or qualify for an extension as described in Subsection (3) the following groups shall make a recommendation to the Board on what action the Board should take:
 - (a) a state review panel, described in Subsection (6);
 - (b) if the school is a district school, the local school board, with input from the community as described in Subsection (7); and
 - (c) if the school is a charter school, the charter school authorizer with input from the community as described in Subsection (7).
- (5) The groups described in Subsection (4) shall make a recommendation within 90 days of the release of school accountability results on whether the Board should:
 - (a) require personnel changes, including replacement of school leaders or teachers;
 - (b) if the school is a district school:
 - (i) require involuntary transfers of school leaders or teachers;
 - (ii) require the local school board to change school boundaries;
 - (iii) temporarily appoint a public or non-profit entity other than the local school board to manage and operate the school; or
 - (iv) permanently transfer control of a school to a public or non-profit entity other than the local education board;
 - (c) if the school is a charter school:
 - (i) require that the charter school governing board be replaced; or
 - (ii) require that the charter school authorizer close the school; or
 - (d) if the school is a charter school, require that the charter school authorizer:
 - (i) replace some or all members of the charter school governing board;
 - (ii) transfer operation and control of the charter school to:
 - (A) a high performing charter school; or
 - (B) the school district in which the charter school is located; or
 - (iii) close the school; or
 - (e) take other action.
 - (6)(a) The Superintendent shall appoint members of a state review panel.
 - (b) The state review panel shall critically evaluate at least:
 - (i) whether the local education agency has the capacity to implement the changes necessary to improve school performance;
 - (ii) whether the school leadership is adequate to implement change to improve school performance;
 - (iii) whether the school has sufficient authority to implement change;
 - (iv) whether the plan is being implemented with fidelity;
 - (v) whether the state and local education board provided sufficient resources to the school to support school improvement efforts, including whether the local school board prioritized school district funding and resources to the school in accordance with Section 53E-5-303;
 - (vi) the likelihood that performance can be improved within the current management structure and staffing; and
 - (vii) the necessity that the school remain in operation to serve students.
 - (7) An LEA and charter school authorizer shall develop recommendations under this section in collaboration with:
 - (a) parents of students currently attending the springboard school;
 - (b) teachers, principals, and other school leaders at the school;
 - (c) stakeholders representing the interests of students with disabilities, English learners, and other vulnerable student populations; and
 - (d) other community members and community partners.
 - (8) A school in critical needs status that does not exit critical needs status shall engage in more rigorous interventions consistent with the ESSA state plan.

R277-920-13. Exit Criteria for a Schools in Critical Needs Status and Elevate Schools.

- (1) A school in critical needs status may exit critical needs status as described in the ESSA state plan.
- (2) An elevate school may exit after successful completion of four years participating in the implementation of a continuous improvement cycle, including working with the elevate school's continuous improvement expert.

R277-920-14. Exit Criteria for Schools in a year with Statewide Assessment System Irregularities.

- (1) For a school year where there are statewide assessment system irregularities or a suspension of the administration of statewide assessments:
- (a) the Superintendent shall appoint a state review panel; and
 - (b) the state review panel shall review the data of a school eligible to be considered for exit at the conclusion of the applicable year and make a recommendation to the Board on whether the school demonstrated adequate progress to exit the springboard school program.
- (2) A state review panel described in Subsection (1) shall review the following questions to inform the state review panel's recommendation:
- (a) whether the school provides evidence of substantial progress and growth; and
 - (b) whether the school has qualitative or quantitative data from the implementation of the school's school improvement plan that also demonstrate substantial improvement.
- (3) For a school whose data are impacted by statewide assessment system irregularities or a suspension of the administration of statewide assessments during one or more of the school's designated years in the springboard school program:
- (a) the Superintendent shall appoint a state review panel;
 - (b) the state review panel shall review the data of the school whose data are impacted by the statewide assessment system irregularities or suspension of statewide assessment; and
 - (c) the state review panel shall make a recommendation to the Board whether the school demonstrated substantial improvement.
- (4) A state review panel described in Subsection (3) shall review qualitative and quantitative data from the implementation of the school's improvement plan.
- (5) The qualitative and quantitative data described in Subsection (4) may include:
- (a) local student performance data, including formative assessment data;
 - (b) for a springboard school that is a high school:
 - (i) credit earned;
 - (ii) graduation rate; and
 - (iii) other types of successful completion, such as earning a GED;
 - (c) increased attendance;
 - (d) student engagement or school climate;
 - (e) parent engagement;
 - (f) criteria presented by the school being reviewed;
 - (g) if the springboard school is a charter school, whether the charter school is meeting all minimum standards described in Section 53G-5-303 in the school's charter agreement with the authorizer, including:
 - (i) minimum financial standards for operating the charter school;
 - (ii) minimum standards for student achievement;
 - (iii) the mission statement and purpose of the charter school;
 - (iv) the grade levels served;
 - (v) the maximum number of students; and
 - (vi) the charter school governing board and structure; and
 - (h) additional criteria established by the Superintendent.
- (6)(a) Notwithstanding other provisions in this Section R277-920-14, for a school year where there are statewide assessment system irregularities or a suspension of the administration of statewide assessments, a school eligible to be considered for exit at the conclusion of the applicable year may elect to remain in the springboard school program an additional year.
- (b) For a school that elects to remain in the program an additional year as described in Subsection (6)(a), the Superintendent may provide a different standard of review of the school's data by the state review panel.
- (7) For a school that elects to remain in the program an additional year as described in Subsection (6):
- (a) the Superintendent may provide a different standard of review of the school's data by the state review panel; and
 - (b) in addition to the information described in Subsection (5), the school shall provide a request for resources to the Superintendent, including the proposed uses of the resources, for the school's additional year in the springboard school program.

KEY: principals, school improvements, school leaders

Date of Last Change: February 8, 2023

Notice of Continuation: June 4, 2021

Authorizing, and Implemented or Interpreted Law: Art X, Sec 3; 53E-3-401(4); Title 53E, Chapter 5, Part 3

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-618, Homeless Teen Center Grant Program (Amendment)

Agenda item type:

Action Item

Recommended Action:

That the Committee approve R277-618, Draft 1, on first reading and forward to the Board for approval on second and final reading.

Background:

Staff recommends updating the Teen Center rule based on the expansion of the program, including increased funding, during the 2023 legislative session. The funding was provided in [HB 2](#).

Staff will present R277-618, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-3-401(4)

Contact:

Nam Ben Rasmussen	Elisse Newey	Todd Call	Sarah Young
e:			
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Attachments:

1. R277-618 - Draft 1 - May 2023 Committee

1 **R277. Education, Administration.**

2 **R277-618. [Homeless-]Teen Center Grant Program.**

3 **R277-618-1. Authority and Purpose.**

4 (1) This rule is authorized by:

5 (a) Utah Constitution [Article X, Section 3](#), which vests general control and
6 supervision over public education in the Board;

7 (b) Subsection [53E-3-401\(4\)](#), which allows the Board to make rules to execute
8 the Board's duties and responsibilities under the Utah Constitution and state law.

9 (2) The purpose of this rule is to provide:

10 (a) the criteria for ranking applications for a [homeless-]teen center grant to
11 primarily serve vulnerable and at-risk students;

12 (b) the funding limit and allowable uses; and

13 (c) the required data collection for measuring success of the grant.

14

15 **R277-618-2. Definitions.**

16

17 _____ (1) "Eligible school" means a public K-12 school with a physical building.

18 ~~[(1)]~~(2) "Family service worker" or "FSW" means a school employee who
19 connects families and parents with the resources needed to self-sustain and thrive,
20 including:

21 (a) identify physical and emotional self-care;

22 (b) stress-coping mechanisms; and

23 (c) advocate for the family's needs.

24 ~~[(2) "Free application for student federal aid" or "FASFA" means the official form~~
25 ~~to apply for federal financial aid to pay for college provided by the Department of~~
26 ~~Education.]~~

27 (3) "Wrap-around services" means services that bring families, providers, and
28 key members of the family's social support network together to collaborate to build a
29 customized plan of care that responds to the unique needs of the child and family.

30

31 **R277-618-3. Application and Scoring Criteria.**

32 (1) Subject to legislative appropriation, an LEA may apply for the ~~[homeless-]~~
33 teen center grant.

34 (2) An LEA's application shall include the following:

35 (a) capacity of the LEA to staff the center with a FSW that will provide wrap-
36 around services for the students;

37 (b) ability to provide ~~[homeless]~~students, including students experiencing
38 homelessness, with assistance, guidance, and connection to necessary resources;

39 (c) the ability to provide the services within the center, ~~[including]~~that may
40 include:

41 (i) a food pantry that is community-based allowing access to food services;

42 (ii) showers and hygiene necessities;

43 (iii) laundry facilities, including a washer and dryer;

44 (iv) academic ~~[counseling and-]~~advisement; ~~[-, including:~~

45 ~~——(A) FAFSA applications for grants and loans; and~~

46 ~~——(B) work study funds available at universities and tech colleges];~~

47 (v) collaboration with ~~[district and county agencies-]~~community resources for
48 mental, dental, medical, and vision services; and

49 ~~(vi) [mindfulness and social and emotional resources, including access to a~~
50 ~~FSW]~~wellness space and resources;

51 ~~[-(vii) availability to connect with spiritual and religious resources; and~~

52 ~~——(viii) collaboration with a local tech college for technical job training before~~
53 ~~graduation;]~~

54 (d) readiness of facilities to house a ~~[homeless-]~~teen center at ~~[a school campus~~
55]an eligible school, including general construction plans, if required;

56 (e) quantitative or qualitative data to~~[demonstrated]~~ demonstrate the need for a
57 ~~[homeless-]~~teen center ~~[-, including:];~~

58 ~~[-(i) homeless teen population within the LEA, including recent population trends;~~

- 59 ~~_____ (ii) lack of existing infrastructure or resources to service current population~~
60 ~~needs;~~
61 ~~_____ (iii) other quantitative or qualitative data that demonstrate overall need;]~~
62 (f) a budget outlining the intended use of the grant funds;
63 (g) a timeline for achieving an operational [~~homeless-~~]teen center; and
64 (h) ability to maintain and keep the [~~homeless-~~]teen center operational over time.
65 (3) An LEA shall apply for the grant in a form and within the deadlines specified
66 by the Superintendent.
67 (4) An LEA's application shall be scored and ranked by the Superintendent
68 based upon the overall:
69 (a) demonstrated need for a [~~homeless-~~]teen center;
70 (b) quality of the budget proposal and timeline as described in Subsection (2);
71 and
72 (c) capacity to maintain an operational [~~homeless-~~]teen center, as described in
73 Subsection (2).
74 _____ (5) The Superintendent may prioritize schools that serve any grade between 9-
75 12.
76 [~~(5)~~](6) The Superintendent shall select and notify grant awardees within 30 days
77 of the application deadline.

78
79 **R277-618-4. Funding and Measurements of Success.**

- 80 (1) A grant awardee may ~~not~~ receive [~~more than~~]up to \$250,000 per eligible
81 school for an approved application and all awards are reimbursement based.
82 (2) A grant awardee shall submit for reimbursement in a form and timeline
83 determined by the Superintendent.
84 (3) A grant awardee may only be reimbursed for expenditures outlined within the
85 grant awardee's budget submitted as part of the application described in Subsection
86 R277-618-3(2).

87 (4) A grant awardee may seek a budget variance from the Superintendent if the
88 variance is sought before the expenditure of funds for the variance.

89 (5) The Superintendent shall review and approve or deny a variance request
90 within 30 days of receiving the request.

91 (6) A grant awardee shall collect the following data to measure success of the
92 ~~[homeless-]teen center:~~

93 (a) the ~~[projected-]number of students [experiencing homelessness-]that are~~
94 served by the ~~[homeless-]teen center annually; and~~

95 ~~[(b) evidence of a match of a 0.5 full-time equivalent funding for a teen center~~
96 ~~coordinator within the LEA or school campus hosting the homeless teen center;]~~

97 ~~[(c)](b) participation of community partners, including:~~

98 ~~——(i) local food bank;~~

99 ~~——(ii) local health authority; and~~

100 ~~——(iii) other community-based organizations including religious faith-based services~~
101 ~~and non-sectarian social services; and~~

102 ~~(d) annual attendance data of the students served by the homeless teen center.]~~

103 (7) A grant awardee shall provide the data described in Subsection (5) to the
104 Superintendent upon request.

105

106 **KEY: ~~[homeless teens]~~at-risk students, teen center, grant**

107 **Date of Last Change: October 11, 2022**

108 **Authorizing, and Implemented, or Interpreted Law: [Art X Sec 3](#); [53E-3-401\(4\)](#)**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: L2TReC Data Sharing Agreement Amendment

Agenda item type:

Action Item

Recommended Action:

That the Committee approve the amendment to the data sharing agreement with L2TReC and forward to the Board for approval.

Background:

A previous amendment to this data sharing agreement with the Second Language Training and Research Center (L2TReC) was recently brought to the Committee for approval. The Committee approved the previous amendment on January 13, 2023, and the Board approved the amendment on February 2, 2023.

In preparation for future data requests, researchers at L2TReC are seeking to add two additional data elements that were not included in the last-approved amendment: sex and ethnicity. L2TReC has received ethnicity data in the past, in accordance with a separate data sharing agreement, which has expired. Sex has not previously been provided to L2TReC.

Contact:

Name:	Katy Challis	Fernando Rubio
Title:	Director of Privacy	Director, Second Language Teaching and Research Center (L2TReC)
Phone:	801-538-7894	801-581-6729
Email:	katy.challis@schools.utah.gov	fernando@utah.edu

Attachments:

1. USBE230046RA Amendment 2 - L2TReC research data sharing agreement
2. Data Sharing Overview USBE230046RA Amendment 2 - L2TReC of University of Utah
3. Agreement (combined- original and amendment 1) L2TReC Signed



AMENDMENT

to External Data Sharing Agreement

UTAH STATE BOARD OF EDUCATION

Amendment: 2 **To Agreement:** USBE230046RA

TO BE ATTACHED TO AND MADE A PART OF the above numbered agreement by and between the **Utah State Board of Education**, referred to as **"State Entity"** or **"USBE"**; and **University of Utah's Second Language Teaching and Research Center** or **L2TReC**, referred to as **"Partner"**; each individually a **"Party"** and together the **"Parties"**.

THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. AGREEMENT PERIOD:

Original Effective Date:	4/1/2020
Current Termination Date:	4/1/2025
New Termination Date (enter "N/A" if not applicable):	N/A

2. OTHER CHANGES: (attach additional pages as necessary)

- Change data elements:
 - add sex and race/ethnicity

3. EFFECTIVE DATE:

6/15/2023

All other conditions and terms in the original agreement and previous amendments remain the same.

SIGNATURES OF APPROVAL:

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

L2TReC			Fernando Rubio	Director
	Signature	Date	Name	Title
USBE			Sydnee Dickson, Ed.D	State Superintendent of Public Instruction
	Signature	Date	Name	Title

USBE CONTACT PERSON: Name/Title: Katy Challis, Director of Privacy, USBE
 Phone/email: 801-538-7894, katy.challis@schools.utah.gov

Data Sharing Overview

L2TReC - University of Utah

USBE230046RA

Who is seeking the data?

L2TReC (Second Language Training and Research Center) at the University of Utah

History

Every fall, USBE assesses the level of language proficiency/performance of Utah Dual Language Immersion (DLI) students in grades 3 through 9 using the AAPPL assessment. Each year the L2TReC analyzes the results of the AAPPL assessment to evaluate the Dual Language Immersion program.

This request is **a second amendment to an ongoing data sharing agreement** between the USBE and the University of Utah's Second Language Teaching and Research Center, or L2TReC. The original agreement was passed by the Board on March 9, 2020.

The first amendment to this data sharing agreement was approved by the Board very recently: the Law and Licensing Committee approved the first amendment on January 13, 2023, and the Board approved the amendment on February 2, 2023.

In preparation for future data requests, researchers at L2TReC are seeking to add two additional data elements that were not included in the last-approved amendment: sex and race/ethnicity. L2TReC has received race/ethnicity data in the past, in accordance with a separate data sharing agreement, which has expired. Sex has not previously been provided to L2TReC.

How is this amendment different from the existing agreement?

This amendment would allow USBE to provide L2TReC with **two additional data elements** for each student:

- Sex
- Race/ethnicity

Date: April 25, 2023

Version: 1

Contact Person and Email: Katy Challis, katy.challis@schools.utah.gov

This is a supporting document for a proposed amendment to data sharing agreement USBE230046RA, which is being presented for consideration during the May 5, 2023 Law and Licensing Committee meeting.

What will L2TReC do with the data?

L2TReC will analyze the data and provide a report to USBE to make curricular suggestions, help set language proficiency benchmarks and targets, and inform testing decisions.

What data will be shared?

Previously, L2TReC has received the following student-level data from USBE:

- Grade Level
- Dual Language Immersion (DLI) Language Program
- District
- School
- Teacher
- AAPPL Score
- Student's Home Language
- English Language Learner (ELL) Status
- SSID (Statewide student identifier)

If the amendment is approved by the Board, L2TReC will receive the data listed above, as well as:

- Sex
- Race/ethnicity

Date: April 25, 2023

Version: 1

Contact Person and Email: Katy Challis, katy.challis@schools.utah.gov

This is a supporting document for a proposed amendment to data sharing agreement USBE230046RA, which is being presented for consideration during the May 5, 2023 Law and Licensing Committee meeting.



AMENDMENT

to External Data Sharing Agreement

UTAH STATE BOARD OF EDUCATION

Amendment: 1 To Agreement: USBE230046RA

TO BE ATTACHED TO AND MADE A PART OF the above numbered agreement by and between the **Utah State Board of Education**, referred to as **"State Entity"** or **"USBE"**; and **University of Utah's Second Language Teaching and Research Center** or **L2TReC**, referred to as **"Partner"**; each individually a **"Party"** and together the **"Parties"**.

THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. AGREEMENT PERIOD:

Original Effective Date:	4/1/2020
Current Termination Date:	4/1/2025
New Termination Date (enter "N/A" if not applicable):	N/A

2. OTHER CHANGES: (attach additional pages as necessary)

- Change data elements:
 - add SSID and ELL status
- Change authorized individuals:
 - remove Jane Hacking, Johanna Watzinger-Tharp, and Erin Schnur
 - add Elnaz Kia, Darby McDonough

3. EFFECTIVE DATE: 1/20/2023

All other conditions and terms in the original agreement and previous amendments remain the same.

SIGNATURES OF APPROVAL:

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

L2TReC	 <small>Fernando Rubio (Feb 16, 2023 17:51 MST)</small>	Feb 16, 2023	Fernando Rubio	Director
	Signature	Date	Name	Title
USBE	 <small>Sydnee Dickson (Feb 23, 2023 11:42 MST)</small>	Feb 23, 2023	Sydnee Dickson, Ed.D	State Superintendent of Public Instruction
	Signature	Date	Name	Title

USBE CONTACT PERSON: Name/Title: Katy Challis, Director of Privacy, USBE
 Phone/email: 801-538-7894, katy.challis@schools.utah.gov

Original Agreement

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR DATA SHARING

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - 1.1. **“Authorized Persons”** means Agency’s employees, officers, partners, Subcontractors or other agents of Agency who require access to Data and who have a legitimate educational interest in the education records to enable the Agency to perform its responsibilities under this Agreement.
 - 1.2. **“Agreement Signature Page(s)”** means the State of Utah cover page(s) that the USBE and Agency signed.
 - 1.3. **“Data”** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.4. **“Data Steward”** means the entity responsible for combining two Data sets from different sources, and managing the resultant Data set. If a USBE Data system is being used, then USBE is the Data Steward. If another entity is doing the calculations or derivations, then that entity becomes the Data Steward.
 - 1.5. **“Destroy”** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.6. **“Educator Data”** includes, but is not limited to, the educator’s name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
 - 1.7. **“Incident”** means the potentially unauthorized access to Data that Agency believes could reasonably result in the use, disclosure or theft of Data within the possession or control of Agency or Agency’s Subcontractors.
 - 1.8. **“Metadata”** includes all information created manually or automatically to provide meaning or context to other data.
 - 1.9. **“State of Utah”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - 1.10. **“Student Personally Identifiable Information”** or **“PII”** has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - 1.11. **“Subcontractors”** means any person or entity that will receive Student Personally Identifiable Information shared as part of this agreement.
 - 1.12. **“Targeted Advertising”** means advertising to a student or student’s parent by Agency if the advertisement is based on information or Data Agency collected or received under this Agreement.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Agency and all Data sharing shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Agency shall maintain or supervise the maintenance of all records necessary to properly account for Agency’s performance under this Agreement. These records shall be retained by Agency for at least six (6) years after termination of this Agreement, or until all audits initiated within the six (6) years have been completed, whichever is later. Agency agrees to allow, at no additional cost, the State of Utah, federal auditors, USBE staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Agency agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **INDEPENDENT CONTRACTOR:** Agency and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the USBE or the State of Utah.
6. **NON-FINANCIAL UNDERSTANDING:**
 - 6.1. This Agreement is a non-financial understanding between USBE and Agency. No financial obligation by or on behalf of either of the Parties is implied by a Party’s signature at the end of this Agreement.
 - 6.2. The terms of any financial liability that arises from data processing activities carried out in support of the responsibilities covered herein must be negotiated separately and to the mutual satisfaction of the Parties.
 - 6.3. The legal authority for data sharing for specified purposes conveyed by this Agreement cannot be used to support a subsequent claim of implied agreement to financial obligation.
7. **COST (OPTIONAL):** Agency agrees to pay fees in the amount of \$ for the preparation or delivery of the Data (this payment may be required in advance). Payment shall be made to:
8. **AGENCY RESPONSIBILITY:** Agency is solely responsible for fulfilling the Agreement. Agency shall be the sole point of contact regarding all contractual matters. Agency must incorporate Agency’s responsibilities under this Agreement into every subcontract with its Subcontractors. Moreover, Agency is responsible for its Subcontractors compliance under this Agreement.
9. **INDEMNITY:** Both Parties to this Agreement are governmental entities as defined in the Governmental Immunity Act of Utah, U.C.A. § 63G-7-101 et. seq. This Agreement shall not be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Act. This Agreement shall not be construed as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Each Party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these Parties.
10. **EMPLOYMENT PRACTICES:** Agency agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Agency’s employees.
11. **AMENDMENTS:** This Agency may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
12. **TERMINATION:** This Agreement may be terminated, with cause by either Party, in advance of the specified expiration date, upon written notice given by the other Party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This

Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by the USBE, upon thirty (30) days written termination notice being given to the Agency. The USBE and the Agency may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.

12.1. Following the termination of this Contract, USBE reserves the right to request a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all Data, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.

After USBE has been provided and confirmed as acceptable a complete download, or declines a download and requests immediate destruction, Contactor shall Destroy all Data collected, generated, or inferred as a result of this Contract. Should USBE not request a complete download, Contractor shall Destroy the Data immediately after thirty (30) days post termination of the Contract. The Contractor shall notify USBE in writing of the date upon which all of the Data is destroyed.

13. CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Agency, this Agreement may be terminated in whole or in part at the sole discretion of the USBE, if the USBE reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement.

14. RESERVED.

15. PUBLIC INFORMATION: Agency agrees that this Agreement shall be a public document and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Agency gives the USBE and the State of Utah express permission to make copies of this Agreement in accordance with GRAMA. The USBE and the State of Utah are not obligated to inform Agency of any GRAMA requests for disclosure of this Agreement.

16. OWNERSHIP IN INTELLECTUAL PROPERTY: The USBE and Agency each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing.

17. ASSIGNMENT: Agency may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the USBE.

18. REMEDIES: Any of the following events will constitute cause for the USBE to declare Agency in default of this Agreement: (i) Agency's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Agency's material breach of any term or condition of this Agreement. The USBE may issue a written notice of default providing a ten (10) day period in which Agency will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Agency's liability for damages. If the default remains after Agency has been provided the opportunity to cure, the USBE may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) impose liquidated damages, if liquidated damages are listed in this Agreement; or (iv) demand a full refund of any payment that the USBE has made to Agency under this Agreement for Procurement Item(s) that do not conform to this Agreement.

19. FORCE MAJEURE: Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. The USBE may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

20. PUBLICITY: Agency shall submit to the USBE for written approval all advertising and publicity matters relating to this Agreement. It is within the USBE's sole discretion whether to provide approval, which approval must be in writing.

21. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

22. SUSPENSION OF WORK: Should circumstances arise which would cause the USBE to suspend Agency's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. Agency's responsibilities may be reinstated upon advance formal written notice from the USBE.

23. CHANGES IN SCOPE: Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

24. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The USBE, after consultation with Agency, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the USBE appoints such an expert or panel, USBE and Agency agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

25. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Attachment B; (iii) Agreement Signature Page(s); (iv) the State of Utah's additional terms and conditions, if any; (v) any other attachment listed on the Agreement Signature Page(s); and (vi) Agency's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Agency or limit the rights of the USBE or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

26. SURVIVAL OF TERMS: Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.

27. SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

28. ERRORS AND OMISSIONS: Agency shall not take advantage of any errors and/or omissions in this Agreement. Agency must promptly notify the State of any errors and/or omissions that are discovered.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

30. CONFIDENTIALITY GENERAL PROVISIONS:

30.1. USBE reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.

30.2. This Agreement applies to all data sharing between Agency and USBE. Specific data to be shared are outlined in the Attachments, along with the purpose of data sharing, data ownership and conditions and/or regulations governing the usage of the shared data, requirements for shared data retention/destruction, and Party processes for implementing these actions.

- 30.3. USBE and Agency enter into this Agreement to share and exchange Data for the purposes of conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- 30.4. This Agreement will be reviewed, updated, and approved on an annual basis.
- 30.5. Agency shall comply with all applicable laws and regulations including but not limited to FERPA, the Utah Family Education Rights and Privacy Act, Utah Code § 53E-9-2 (“UFERPA”), and the Individuals with Disabilities Educational Act, 30 U.S.C. §1400 et seq. and 34 C.F.R. Part 300 (“IDEA”).
- 30.6. Agency shall, upon written request, permit USBE or its designated representatives to perform an assessment, audit, examination, or review of all of Agency’s sites and environments in order to confirm Agency’s compliance with this Agreement; associated Agency or Scopes of Work; and applicable laws and regulations.
- 30.7. During the term of this Agreement, if USBE requests the Destruction of PII collected, generated or inferred as a result of this Agreement, the Agency shall Destroy the information within five (5) calendar days after the date of the request. Agency shall provide USBE with written confirmation of the date the data was Destroyed.
- 30.8. USBE retains the right to use the established operational services to access and retrieve Data stored on Agency’s infrastructure at its sole discretion.
- 31. DATA ACCURACY:**
- 31.1. The Data provided are the best and most complete documentation available. USBE does not ensure 100% accuracy of all records and fields. Some data fields, including those that are not used, may contain incorrect or incomplete Data. USBE and Agency will report any systematic problems with the Data to the data owner. Data that has been manipulated or re-processed by either USBE or Agency is the responsibility of that Party.
- 32. ACCESS TO DATA:**
- 32.1. Agency shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
- 32.2. Agency shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
- 32.3. Agency shall maintain an audit trail for the duration of this Agreement, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Agency at any time and shall be provided within 10 days of the USBE request.
- 32.4. Agency shall have strong access controls in place. Agency shall disable and/or immediately delete unused and terminated Authorized Persons’ accounts and shall periodically assess account inactivity for potential stale accounts.
- 32.5. Agency shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.
- 33. USE AND DISCLOSURE OF DATA:**
- 33.1. Agency shall not collect, use, or share Data beyond the purposes set forth in the Attachments.
- 33.2. Agency shall share Data only for the purposes stated in the Attachments and then only with the Authorized Persons stated in the Attachments.
- 33.3. If Agency seeks to publicly release Data, Agency must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Agency shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Agency shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:
- 33.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.
- 33.3.2. Aggregated reports shall redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
- 33.3.3. Aggregated reports shall be redacted to remove identifiability risks caused other prior releases of aggregate data by Agency.
- 33.4. Agency shall not use Data for the purposes of Targeted Advertising.
- 34. DATA LINKAGE:**
- 34.1. If Agency will link USBE’s Data with Data from another source, the result could be a new data set with potentially unique regulations and conditions governing its use. Prior to linking the Data, Agency will provide detailed information to USBE outlining the Data being linked and the other sources for Data.
- 34.2. The Data Steward will classify the linked data based on security or privacy risks. This could include evaluating the method of release, on the likelihood of identifying individuals from the linked Data, if linking the Data will violate any laws or regulations, or if the new data set meets the original request.
- 34.3. Based on the results of the risk assessment, USBE may refuse to provide Agency with some or all of the requested Data in its sole discretion in order to mitigate any risks identified.
- 34.4. Should USBE consent to the Data being linked, the Data Steward shall apply additional constraints as necessary to the usage of the new data set.
- 34.5. Detailed information on the Data being linked, the other sources of Data, and any additional constraints shall be documented in the Attachments.
- 35. SECURITY AND PROTECTION OF DATA:**
- 35.1. Agency shall notify USBE if there are any material changes that will negatively affect the system where all Data are stored and maintained.
- 35.2. If Agency is given Data as part of this Agreement, the protection of Data shall be an integral part of the business activities of Agency to ensure that there is no inappropriate or unauthorized use of Data. Agency shall safeguard the confidentiality, integrity, and availability of Data.

- 35.3. Agency shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (<https://dts.utah.gov/policies>).
 - 35.4. Agency shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Agency shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.
 - 35.5. Agency shall store and maintain all Data in data centers located in the United States.
 - 35.6. Agency shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).
 - 35.7. Agency shall store all Data, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all Data as part of a designated backup and recovery process.
 - 35.8. Agency shall enforce strong password protections on all devices and networks with access to or that store Data.
- 36. INCIDENTS:**
- 36.1. If Agency becomes aware of an Incident involving Data by either Agency or any of Agency's Subcontractors, Agency shall notify USBE within one (1) calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.
 - 36.2. Agency shall produce a written remediation plan that includes information about the cause and extent of the Incident and the actions Agency will take to remediate the Incident and to reduce the risk of incurring a similar type of Incident in the future. Agency shall present its analysis and remediation plan to USBE within ten (10) calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Agency cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Agency shall reimburse USBE for the reasonable costs thereof.
 - 36.3. In the event of an Incident, Agency shall provide USBE or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.
 - 36.4. Unless Agency can establish that Agency or any of its Subcontractors is not the cause or source of the Incident, Agency shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

**ATTACHMENT B
SCOPE OF DATA SHARING**

1. **PURPOSE:** University of Utah's Second Language teaching and Research Center (L2TReC) will analyze AAPPL data that results from the annual proficiency testing of Dual Language Immersion students. Every fall, USBE assesses the level of language proficiency/performance of students in grades 3 through 9. The testing is administered by Language Testing International (LTI). L2TReC will analyze the data and provide report to USBE to make curricular suggestions, help set language proficiency benchmarks and targets, and inform testing decisions. In addition, L2TReC will make anonymized samples of students' performance available to teachers and researchers in the form of a digital corpus accessible through L2TReC's website.
2. **ROLES:**
 - 2.1. Requestor's Data Steward: Kristin Campbell
 - 2.2. USBE's Data Quality Manager: Aaron Brough
 - 2.3. Authorized Persons: **Fernando Rubio**, Jane Hacking, Johanna Watzinger-Tharp, Erin Schnur
3. **DELIVERY:** 4/15/2020

4. **DATA:**

Data (PII, Educator Data, and other information requested)	Source System	USBE Owner
De-identified AAPPL data		Karl Bowman and Kristin Campbell

5. **OUTPUT:** Analyses of AAPPL data.
6. **DATA LINKAGE:** None
7. **DURATION OF DATA SHARING:** The sharing referenced in this Attachment will end on **4/1/2025** or upon the termination of this Agreement, whichever is sooner.

Fernando Rubio

Second Language Teaching and Research Center
Department of World Languages and Cultures
University of Utah

Office: (801) 581-6729 Email: Fernando.rubio@utah.edu

EDUCATION

2000 Ph. D. Hispanic Linguistics: Theoretical and Applied, SUNY at Buffalo.
1998 M. A. Hispanic Literature and Linguistics, SUNY at Buffalo
1996 M. S. Secondary Education/English, SUNY College at Fredonia
1990 Diplôme de Langue, Alliance Française, Oviedo, Spain
1989 M.A. English, Universidad de Oviedo, Spain

ACTFL OPI Tester and Trainer
ACTFL AAPPL Rater and Trainer

EMPLOYMENT

2018 Professor of Spanish Linguistics, Department of World Languages and Cultures, University of Utah
2007-2017 Associate Professor of Spanish Linguistics, Department of World Languages and Cultures; Adjunct Associate Professor of Linguistics, Department of Linguistics, University of Utah
2002-2006 Assistant Professor of Spanish and Language Program Director, University of Utah
2000-2002 Assistant Professor of Spanish Linguistics and Language Program Coordinator, Southern Oregon University.
1999-2000 Assistant Professor of Spanish, Canisius College of Buffalo

ADMINISTRATIVE EXPERIENCE

- Director, Second Language Teaching and Research Center, University of Utah (2018-)
- Director, UOnline Curriculum Innovation and Enhancement (2016-)
- Co-Director, Second Language Teaching and Research Center, University of Utah (2012-2018)
- Co-Chair, Department of Languages and Literatures. University of Utah (2007-2012)

GRANTS

2019 Co-PI in IIE Language Training Center Grant. Three-year grant (\$390,000/year)
2018 PI in Department of Education Title VI National Foreign Language Center award. Four-year grant (\$296,704/year)

- 2016 Co-PI in in IIE Language Training Center Grant. Three-year grant (\$1,000,000)
- 2016 PI in Language Flagship Teacher Workshop grant. (\$100,000)
- 2014 PI in Language Flagship Proficiency Initiative. Three-year grant (\$1,000,000).
- 2014 Co-PI in The University of Utah-Utah State Office of Education Partnership Study on the Effects of Language Proficiency on Academic Achievement of Dual Language Immersion Students (\$2,5 million). Funding not awarded.
- 2013 Co-PI in IIE Language Training Center Grant. Three-year grant (\$1,000,000)
- 2012 Course development grant to develop hybrid 1st-year course in German. University of Utah's Technology Assisted Curriculum Center (\$5,000)
- 2009 Co-PI in Cross-language Priming to Facilitate Second Language Speech Interdisciplinary Research Grant from the University of Utah. (\$12,000.00)
- 2002 Research Grant from the American Council on the Teaching of Foreign Languages (\$5,000).

HONORS & AWARDS

- 2018 American Association of Teachers of Spanish and Portuguese (AATSP) Distinguished Leadership Award
- 2015 Finalist. ACTFL Teacher of the Year
- 2015 South West Conference on Language Teaching. Teacher of the Year Award.
- 2014 Utah Foreign Language Association Teacher of the Year Award.
- 2013 Featured in *The Language Educator* "spotlight on..." (Summer issue).
- 2012 ACTFL Award for Excellence in Foreign Language Instruction Using Technology
- 2009 Utah System of Higher Education (USHE) Exemplary Faculty Use of Technology Award.
- 1999 Excellence in Teaching Award from SUNY at Buffalo.

PUBLICATIONS

Edited volume:

Rubio, F. & Thoms, J. (eds) (2012). *Hybrid language teaching and learning: Exploring theoretical, pedagogical and curricular issues*. Boston: Cengage/Heinle.

Textbooks:

Rubio, F. & Rubio, L. (2009). *Tercer milenio: Composición y gramática*. Dubuque, IA: GRT-Kendall Hunt.

Rubio, F. & Cannon, T. (2017). *Juntos: Beginning Spanish*. Boston: Cengage/Heinle.

Monograph:

Mizza, D. & **Rubio, F.** (forthcoming 2020). *Blended language learning: Designing effective courses in higher education*. Cambridge, UK: Cambridge UP.

Articles and book chapters (refereed):

- Zhang, X, Winke, P., **Rubio, F.**, Gass, S., Hacking, J & Sonesson, D. (under review). The proficiency profiles of language students: Implications for programs. *Second Language Research and Practice*.
- Schnur, E. & **Rubio, F.** (under review). Lexical complexity, writing proficiency and task effects in Spanish DLI. *Language Learning and Technology*.
- Watzinger-Tharp, J., **Rubio, F.** & Tharp, D. S. (under review). Sustaining Dual Language Immersion: L2 Outcomes in a State-Wide Program. *The Modern Language Journal*.
- Rubio, F.** (2019). El futuro de la enseñanza del español: alumnos digitales, maestros analógicos. *Anuario del Instituto Cervantes. El español en el mundo 2019*.
- Rubio, F.**, & Mizza, D. (2019). High-Leverage practices for blended language learning: Towards a successful implementation in the blended language learning path. In A. Palalas (Ed.), *Blended language learning: International perspectives on innovative practice* (pp. 24-61). Beijing, ROC: Open University of China Press.
- Tschirner, E., Hacking, J. & **Rubio, F.** (2018). Reading proficiency and vocabulary size: An empirical investigation. In Ecke, P. & Rott, S. (eds.) *Understanding vocabulary learning and teaching: Implications for language program development*. Boston: Cengage/Heinle.
- Hacking, J., **Rubio, F.** & Tschirner, E. (2018). Vocabulary size, reading proficiency and curricular design: The case of college Chinese, German, Russian and Spanish. In Gass, S. & Winke, P. (eds.), *Foreign Language Proficiency in Higher Education*. Boston: Springer.
- Rubio, F.**, Hacking, J. (2018). Proficiency vs. performance: what do the tests show? In Gass, S. & Winke, P. (eds.), *Foreign Language Proficiency in Higher Education*. Boston: Springer.
- Watzinger-Tharp, J., **Rubio, F.** & Tharp, D. S. (2018). Linguistic performance of dual language immersion students. *Foreign Language Annals 51(3)*, 575-595.
- Rubio, F.** (2018). Language education in elementary schools: Meeting the needs of the nation. *Foreign Language Annals 51(1)*, 90-103. DOI: 10.1111/flan.12313
- Rubio, F.**, Thomas, J. & Li, Q. (2017). The role of teaching presence and student participation in Spanish blended courses. In Thomas, M. & Gelan, A. (eds.), *Analytics in Online Language Learning and Teaching*. Journal of Computer Assisted Language Learning. <http://dx.doi.org/10.1080/09588221.2017.1372481>
- Hacking, J. & **Rubio, F.** (2016). A proficiency based articulation project between post-secondary institutions. In Urlaub, P. & Watzinger-Tharp, J. (eds.), *The interconnected language curriculum: Critical transitions and interfaces in articulated K-16 contexts*. Boston: Cengage/Heinle.
- Rubio, F.**, Fuchs, C. & Dixon, E. (2016). Language MOOCs: Better by design. In E. Martín-Monje (ed.), *Technology-enhanced language learning for specialized domains: Practical applications and mobility*. London, UK: Routledge
- Rubio, F.** (2015). Assessment of oral proficiency in online language courses: Beyond reinventing the wheel. *Modern Language Journal, 99(2)*, 405-408. doi: 10.1111/modl.12234_4
- Rubio, F.** (2015). The role of interaction in MOOCs and traditional technology-enhanced language courses. In E. Dixon & M. Thomas (Eds.), *Researching language learner interactions online: From social media to MOOCs* (pp. 63–88). San Marcos, TX: CALICO.

- Rubio, F.** (2014). Teaching pronunciation and comprehensibility in a language MOOC. In Monje, E. & Barcenas, E. (eds.) *Language MOOCs: providing learning, transcending boundaries* (pp. 143-160). Berlin: De Gruyter Open.
- Rubio, F.** (2014). Boundless education: The case of a Spanish MOOC. *FLTMAG*. <http://fltmag.com/the-case-of-a-spanish-mooc/>
- Dulfano, I. & **Rubio, F.** (2014). Reset or forge ahead? Is there a future and value in the study of Spanish? *Journal of Multilingual and Multicultural Development*, 35(2), 139-150. <http://dx.doi.org/10.1080/01434632.2013.852560>
- Rubio, F.** (2012). The effects of blended learning on second language fluency and proficiency. In Rubio, F. & Thoms, J. (eds.) *Hybrid language teaching and learning: Exploring theoretical, pedagogical and curricular issues* (pp. 137-159). Boston: Cengage/Heinle.
- Rubio, F.** & Thoms, J. (2012). Hybrid language teaching and learning: Looking forward. In Rubio, F. & Thoms, J. (eds.) *Hybrid language teaching and learning: Exploring theoretical, pedagogical and curricular issues* (pp. 1-9). Boston: Cengage/Heinle.
- Rubio, F.** (2009). Mal de muchos: la influencia del inglés en el español médico. *Boletín de Pediatría*, 49, 217-219.
- Rubio, F.** (2006). El uso de estrategias comunicativas entre hablantes avanzados de español. In Álvarez, A. et al. (eds.) *La competencia pragmática y la enseñanza del español como lengua extranjera* (pp. 547-556). Oviedo, Spain: Universidad de Oviedo.
- Rubio, F.** (2005). Metáfora y pragmática en el Quijote. *Espéculo Revista de Estudios Literarios* 30, 2005. Available at <http://www.ucm.es/info/especulo/numero30/metaquij.html>
- Rubio, F.** Passey, A. & Campbell, S. (2004). Grammar in disguise. *Revista Electrónica de Lingüística Aplicada*, 3, 158-176. Available at http://dialnet.unirioja.es/servlet/fichero_articulo?articulo=1396249&orden=34882
- Rubio, F.** (2003). Structure and complexity of oral narratives in advanced level Spanish: a comparison of three learning backgrounds. *Foreign Language Annals (Special Issue)* 36(4), 537-45.
- Rubio, F.** (2003). Online feedback in foreign language writing. In Cooke-Plagwitz, J. & Lomika, L. (eds.) *Best practices for using technology to teach and to learn in the foreign language classroom* (pp. 9-18). Boston: Heinle & Heinle.
- Rubio, F.** (2001). Psychological verbs in Spanish: Two teaching approaches. *Academic Exchange Quarterly*, (136-141).
- Rubio, F.** (2001). Causative-accusative Verbs in TCL.” Chapter in Scarlett, E. & Wescott, H. (eds.) *Convergencias Hispánicas: Selected Proceedings and Other Essays on Spanish and Latin American Literature, Film, and Linguistics* (pp. 287-97). Newark, DE: Cuesta.

In progress

Baker, M., **Rubio, F.** & Richardson, S. Relationship between instructor engagement and student engagement in a large-enrollment asynchronous online course.

Book reviews:

- Rubio, F.** (2002). Second and Foreign Language Learning through Classroom Interaction. *Language* 78(3), 607-8.
- Rubio, F.** (2002). Linguistics for L2 Teachers. *Language*, 78(2), 366-7.
- Rubio, F.** (2008). Problems in SLA. *Modern Language Journal*, 92(3), 479-480.

Instructional materials:

- Designer of *Weblinks*, a web-based component for four 1st-year Spanish textbooks published by Vista Higher Learning: *Aventuras*, *Panorama 2nd ed.*, *Viva*, and *Vistas*. Available at
<http://www.vistasonline.com/aventuras/instructors/WebLinks/index.php>
<http://www.vhlcentral.com/panorama2e/instructors/WebLinks/index.php>
<http://www.vhlcentral.com/viva/instructors/WebLinks/index.php>
<http://www.vhlcentral.com/vistas2e/instructors/WebLinks/index.php>

Other publications:

Rubio, F., Landes-Lee, J. & Hacking, J. (2017, June 13). Behind one successful high school-higher education partnership. Education Week Guest Blog.
http://blogs.edweek.org/edweek/global_learning/2017/06/_successful_high_schoolhigher_education_partnerships_the_utah_world_language_example.html

Rubio, F. (2013, February 12). Why I love and hate my Spanish MOOC. OpenUp Blog. Center for Open Educational Resources and Language Learning.
<http://blog.coerll.utexas.edu/why-i-love-and-hate-my-spanish-mooc/>

RECENT CONFERENCE PRESENTATIONS (2011-2020)

- 2020 Corpus Data and Second-Language Education. MLA Annual convention. Seattle, WA, 01/10/20
- 2019 Measuring Dual Immersion Students' Proficiency: Findings and Challenges. ACTFL Convention, Washington, DC, 11/23/19
- 2019 Looking Under the Hood of the Advanced Level. ACTFL Convention, Washington, DC, 11/22/19
- 2019 Introducing language teachers to learner corpora: The development of online tutorials for pedagogic uses of the MuSSeL corpus (with Erin Schnur and Jane Hacking). 5th Learner Corpus Research Conference. Warsaw, Poland, 9/13/2019.
- 2019 Using AP to recruit and retain: The Utah Bridge Program for Advanced Language Learning. College Board Preparatory Conference. San Antonio, TX. 4/10/2019
- 2019 Dual Language Immersion Students' Proficiency Attainment: Cross-sectional and Longitudinal Data (with Johanna Watzinger-Tharp). Charlotte, NC. 2/8/2019
- 2019 Expected student outcomes in language sequences in higher education: Implications of research for programs (with Margaret Malone). MLA Annual Convention. Chicago, IL. 1/5/2019
- 2018 Meeting expectations: Proficiency assessment and curricular response. ACTFL Annual Convention. New Orleans, LA. 11/16/2018
- 2018 Applying language assessment research to set expectations in higher education. CUALHE Conference. Eugene, OR. 10/27/2018

- 2018 MuSSeL: Designing and building a corpus of multilingual second language speech. Prague, Czech Republic. 9/27/2018
- 2018 MuSSeL: Designing and building a corpus of multilingual second language speech. American Association of Corpus Linguistics conference. Atlanta, GA. 9/21/2018
- 2018 An articulated advanced language pathway from high school to post-secondary (with Jill Landes-Lee and Katie Marin). American Association of Teachers of Spanish and Portuguese Annual Conference. Salamanca, Spain. 6/25/2018
- 2018 Following the trend: From language major to interdisciplinary area studies (with Isabel Dulfano). American Association of Teachers of Spanish and Portuguese Annual Conference. Salamanca, Spain. 6/26/2018
- 2018 Foreign language outcomes: Observed trends with proficiency. ADFL Summer Seminar. East Lansing, MI. 6/2/2018
- 2018 Promoting vertical articulation through proficiency targets and AP tasks. South West Conference on Language Teaching. Santa Fe, NM. 2/24/2018.
- 2018 Large-Scale Language Proficiency Assessment: Pedagogical and Curricular Implications (with Susan Gass, Paula Winke, Kate Paesani and Dan Soneson). Hawaii International Conference on Arts and Humanities. 1/9/2018.
- 2017 Relating Vocabulary Size to ACTFL Reading Proficiency Levels (with Erwin Tschirner & Jane Hacking). ACTFL Annual Convention. Nashville, TN. 11/18/17
- 2017 Getting it Right: Addressing Accuracy in the Immersion Classroom (with Chantal Esquivias & Lucía Rubio). ACTFL Annual Convention. Nashville, TN. 11/18/17
- 2017 High-Leverage Practices in Blended Language Teaching (Sponsored by Cengage Learning). ACTFL Annual Convention. Nashville, TN. 11/18/17
- 2017 Dual Language Immersion Proficiency Results (with Johanna Watzinger-Tharp). ACTFL Annual Convention. Nashville, TN. 11/18/17
- 2017 Mission Impossible? Converting Proficiency Levels into "Can Do Statements" (with Ray Clifford, Pardee Lowe & Troy Cox). ACTFL Annual Convention. Nashville, TN. 11/17/17
- 2017 Language and student success: Identifying ways to explain outcomes in the IHE context (with Margaret Malone, Silvia Peart & Cori Crane). Consortium on Useful Assessment in Language and Humanities Education (CUALHE). Emory University, GA. 10/29/17
- 2017 Foreign Language Outcomes. ADE-ADFL Summer Seminar Midwest. University of Minnesota (with J. Hacking, D. Soneson, S. Gass & P. Winke). 6/3/2017
- 2017 Implementing core practices in the AP classroom. Southern Conference on Language Teaching. Orlando, FL. 3/17/2017
- 2017 The State of Language Proficiency in United States Postsecondary Education (with J. Hacking, D. Soneson, S. Gass & P. Winke). MLA Convention. Philadelphia, PA. 1/7/2017
- 2016 Large-scale implementation of ACTFL computerized proficiency testing (with E. Tschirner and J. Hacking). ACTFL Annual Convention. Boston, MA. 11/19/2016
- 2016 Counterbalanced instruction in Dual Language Immersion classrooms (with L. Rubio). ACTFL Annual Convention. Boston, MA. 11/18/2016
- 2016 Vocabulary size, reading proficiency and curricular design (with E. Tschirner and J. Hacking). ACTFL Annual Convention. Boston, MA. 11/18/2016
- 2016 Success through collaboration: Utah's k-16 Language Education Alliance (with J. Hacking, G. Roberts and J. Watzinger-Tharp). National Humanities Conference. Salt Lake City, UT. 11/5/16

- 2016 Correlations between speaking, listening, and reading proficiency scores (with E. Tschirner, S. Gass, P. Winke, D. Soneson and J. Hacking). East Coast Organization of Language Testers. Georgetown University. 10/28/2016
- 2016 The Development of Linguistic Complexity in DLI Learners of Chinese, French and Spanish (with Jane Hacking). Sixth International Conference on Immersion and Dual Language Education Minneapolis, MN. 10/22/2016
- 2016 Core practices in the AP classroom. Texas Foreign Language Association. Austin, TX. 10/14/2016.
- 2016 Course design and interaction: the case of blended language courses. North East Modern Language Association. Hartford, Conn. 3/19/2016
- 2016 Providing the tools for success: the role of teachers and students as assessors in the AP course. South West Conference on Language Teaching. Honolulu, HI. 3/7/2016
- 2016 What is the Reality of Proficiency-Based Articulation at the Post-Secondary Level? A Case Study: University of Utah – Salt Lake Community College (with Jane Hacking). Georgetown University Language Roundtable. 3/13/2016
- 2016 How communicative is your teaching? A look at what goes on in the language classroom. Utah Foreign Language Association. Utah Valley University. 2/18/2016
- 2016 Promoting Collaborative Learning through Technology. MLA Convention. Austin, TX. 1/09/2016
- 2015 Preparing your AP Students for Advanced-level Writing. ACTFL Annual Convention. San Diego, CA. 11/21/2015
- 2015 Listening in the College Curriculum: A case study (with Jane Hacking). ACTFL Annual Convention. San Diego, CA. 11/21/2015
- 2015 The Link between Interaction and Proficiency in Dual Language Immersion (with Lucia Rubio). ACTFL Annual Convention. San Diego, CA. 11/21/2015
- 2015 Outcomes in Higher-Education World Language Programs: Results and Implications. Consortium on Useful Assessment in Language and Humanities Education. Georgetown University. 10/10/15
- 2014 Second Language Acquisition and Pedagogy in Dual Language Immersion. ACTFL conference. San Antonio, TX. 11/21/2014
- 2014 Career builder: Preparing for the market (with Rifkin, B.). ACTFL Annual Convention. San Antonio, TX. 11/21/2014
- 2014 Career builder: Going on the market (with Rifkin, B.). ACTFL conference. San Antonio, TX. 11/22/2014
- 2014 Overview of Performance Assessment Results in the Utah Dual Language Immersion Program. Fifth International Conference on Language Immersion Education. Salt Lake City, UT. 10/17/2014
- 2014 AP Spanish 2014: From Thematic design to Authentic Assessment. Southwest Conference on Language Teaching. Snowbird, UT. 4/26/14
- 2014 Online Innovations: From Distance Learning to MOOC Madness (Panelist). 2014 MLA Convention. Chicago, IL, January 2014
- 2014 The Gender Factor in Technology-Enhanced Language Courses. 2014 MLA Convention. Chicago, IL, January 2014
- 2013 Boundless Education: The Case of a Language MOOC. 2013 ACTFL Annual Convention. Orlando, FL, November 2014.
- 2013 Preparing for the Launch of the 2014 AP Spanish Language & Culture Course and Exam. SWCOLT conference. Las Vegas, NV, 04/04/2013.

- 2012 Integrated Performance Assessments for the Intermediate Level: The hows and whys. Utah Foreign Language Association. Ogden, Utah.
- 2012 ACTFL and the CEFR: False friends? Kentucky Foreign Language Conference. Lexington, KY.
- 2012 Learning Spanish: The Practical Value of an Intellectual Pursuit. Rocky Mountain Council on Latin American Studies Annual Conference. Park City, UT.
- 2011 Restart or Plow Ahead. The role of Spanish in Higher education. The Humanities Conference. Granada, Spain.
- 2011 The Place of Spanish in the 'New Normal'. MLA Convention. Los Angeles, CA.

RECENT INVITED LECTURES, KEYNOTES AND WORKSHOPS (2011-2020)

- 2020 A century of language teaching: Methods and proficiency. Keynote, Utah Foreign Language Association Annual Meeting. Utah Valley University, 2/13/2020
- 2020 Intermediate to Advanced: A balanced approach to building proficiency. Language Training Center annual workshop. San Diego State University, 12/08/2020
- 2019 What does it mean to be proficient and what can we do to make it happen? Startalk Advisory Board meeting. University of Maryland, 12/09/2019
- 2019 Building Intermediate and Advanced Level Proficiency to Achieve the Seal of Biliteracy. ACTFL Convention, Washington, DC, 11/21/19
- 2019 Proficiency attainment of K-16 language students: Implications for language programs. Boston University, 11/11/19
- 2019 Two hundred years of Ticknor's legacy: What language proficiency can tell us about pedagogy. Ticknor Conference, Dartmouth College, 11/1/19
- 2019 Maestros analógicos y alumnos digitales. Instituto Cervantes, Madrid, Spain, 07/12/19
- 2019 Claves para el diseño de cursos semipresenciales de lenguas. Instituto Cervantes, Alcalá de Henares, Spain, 07/16-17/19
- 2019 Proficiency training for teachers of Portuguese and Swahili. Flagship Initiative. Universidade Eduardo Mondlane. Maputo, Mozambique, 04/29-05/01/19
- 2019 High-Leverage Practices in Blended Language Teaching. Cengage Mindtap World Languages. Santa Barbara Community College, CA 04/12/19
- 2019 Proficiency attainment of postsecondary students: Implications for language programs. Columbia University. 4/5/2019
- 2019 Proficiency attainment of postsecondary students: Implications for language programs. Yale University. 4/4/2019
- 2019 Congreso Internacional de la Lengua Española. Córdoba, Argentina 03/28-30/19
- 2019 High-Leverage Practices in Blended Language Teaching. Cengage Mindtap World Languages. Raleigh, NC. 2/14/2019
- 2019 Proficiency attainment in post-secondary language programs: Assessment and curricular response. University of Kentucky. 2/21/2019
- 2018 National Language Resource Center k-16 pathways. American Councils DLI Alliance meeting. 11/17/2018
- 2018 K-20 articulation of language programs. NADSFL/NCSSFL Annual meeting. New Orleans, LA. 11/14/2018
- 2018 The Utah Bridge Program for Advanced language Learning. College Board AP Symposium on World Languages. Chicago, IL. 11/4/2018

- 2018 Learning for special purposes. National Conference on Less Commonly Taught Languages. Washington, DC. 4/21/2018
- 2017 A task-based approach to developing proficiency across levels (with Johanna Watzinger-Tharp). Salt Lake Community College, Salt Lake City, UT. 11/30/17
- 2017 The Role of Grammar in The Communicative Classroom. University of Wisconsin, Milwaukee. 11/11/17
- 2017 The Role of Grammar in The Communicative Classroom. The Claremont Colleges. Claremont, CA. 8/24/2017
- 2017 Assessment in Online and Face-to-Face Courses. Webinar for the National Foreign Language Resource Center at the University of Hawaii, Manoa. 9/27/17
- 2017 Building an Articulated K-16 Pathway for Advanced Language Study- The Utah Bridge Program grades 10-12 (ACTFL webinar) with Jill Landes-Lee and Jane Hacking. <https://www.dropbox.com/s/14k28o2twp75jvs/2017-06-07%2017.01%20Building%20an%20Articulated%20K-16%20Pathway%20for%20Post-AP%20Language%20Study.mp4?dl=0>
- 2017 Flagship Proficiency Initiative at the University of Utah: Two correlational studies. Project GO Annual Meeting. Charleston, SC. 4/25/2017
- 2017 High-Leverage Practices in Blended Language Teaching. Cengage. Orlando, FL. 3/30/2017
- 2017 Teaching World Languages: A proficiency-based approach. Blaine County School District. Hailey, ID. 3/6/2017.
- 2016 Designing effective blended language courses. Northeastern University. Boston, MA. 11/14/2016
- 2016 Teacher and student interaction in blended language courses. Dartmouth College, Hanover, NH. 11/7/2016
- 2016 The road to proficiency. Workshop. Texas Foreign Language Association. Austin, TX. 10/14/2016.
- 2016 Performance and proficiency: understanding the link. Plenary. Texas Association of Language Supervisors. Austin, TX. 10/13/2016
- 2016 High leverage practices in blended language courses: Interaction & Formative Feedback. Workshop. Wellesley College. Wellesley, MA. 9/19/2016
- 2016 Teacher and student interaction in blended language courses. Lecture. Wellesley College. Wellesley, MA. 9/19/2016
- 2016 El desarrollo de la comunicación interpersonal oral. Association of Teachers of Spanish and Portuguese. Tempe, AZ. 2/27/2016
- 2015 Technology for language teacher educators. Workshop. Ninth International Conference on Language Teacher Education, University of Minnesota. 5/14/15
- 2015 The role of assessment in student and teacher development. Plenary. Ninth International Conference on Language Teacher Education, University of Minnesota. 5/15/15
- 2015 Technology in support of the interpersonal mode. Workshop. Boston University Geddes Language Center. 4/17/15
- 2015 Bigger, better, faster, more: Technology in support of language learning. Keynote. Boston University Geddes Language Center. 4/16/15
- 2015 Developing, practicing and assessing interpersonal communication. Workshop. University of Wisconsin, Milwaukee. 3/6/2015
- 2015 Hybrid formats for teaching foreign languages. Invited talk. Instituto Cervantes, Harvard University. 2/7/2015.

- 2015 Documenting student growth mode by mode. Workshop for the Foreign Language Educators of New Jersey (FLENJ). South Brunswick, NJ. 1/23/2015
- 2015 Ed Talk: Technology in beginning level language. Invited talk. Cengage Annual Meeting. San Francisco, CA. 1/6/2015
- 2014 Building towards proficiency: What we need to make it happen. Keynote. Annual NCSSFL (National Council of State Supervisors for Languages) and NADSFL (National Association of District Supervisors of Foreign Languages) conference. San Antonio, TX. 11/18/2014
- 2014 Developing language performance in the classroom: Intermediate to Advanced. Workshop. ACTFL Conference. San Antonio, TX. 11/20/2014
- 2014 Learning languages beyond physical walls: being a cyborg is not a bad thing. Keynote. University of Chicago Language Symposium. Chicago, IL 4/25/14
- 2014 Overview of blended L2 learning. Invited talk. Weber State University, UT. 4/18/14
- 2014 Teaching, learning and assessing in a blended format. Invited talk. Long Beach, CA. 4/6/14
- 2014 Teaching, learning and assessing in a blended format (part II). Workshop. Long Beach, CA. 4/6/14
- 2014 Blended learning: Why and how. Invited talk. Austin, TX, 2/28/2014
- 2014 Moving towards blended learning. Workshop. Austin, TX, 2/28/2014
- 2014 Crossing major borders: Improving students' language performance. Workshop. Ithaca, NY. 1/31/2014
- 2014 ACTFL Webinar. Guiding language performance through Advanced into Superior.
https://live.blueskybroadcast.com/bsb/client/CL_DEFAULT.asp?Client=562094&PCAT=4797&CAT=7560
- 2013 ACTFL Webinar (with A. Bleicher and S. Dhonau) Developing Learners' Performance – Aiming Toward Proficiency
- 2013 Language learning in a hyperconnected world, Keynote. University of Pennsylvania. 12/14/2013
https://plc.sas.upenn.edu/system/files/symposium2013_program.pdf
- 2013 Blended language learning. Invited talk, University of Kansas. 11/08/2013.
- 2013 Going beyond the *flipped classroom* in world languages. Keynote speech at the AATSP-Southern California conference. UCLA. 10/26/2013
- 2013 Using hybrid instruction to enhance learning in large enrollment courses. Keynote. Weber State University Innovative Teaching Conference. 10/19/2013.
- 2013 Application of the blended model to an introductory language course. Invited talk. Weber State University Innovative Teaching Conference. 10/19/2013.
- 2013 Best practices in online and blended teaching and learning. Invited talk. University at Buffalo. 10/04/2013.
http://events.signup4.com/TU_WL10042013Buffalo
- 2013 MOOCs and hybrid language courses: Does it hurt to be on the cutting edge? Advantages and challenges. Invited talk. Northwestern University. 09/19/2013.
- 2013 Adding technology to the mix: how to blend your language course. Workshop. Northwestern University. 09/19/2013
- 2013 Keynote speaker at *Learning World Languages with Your Head in the Cloud: Best Practices for Teaching Online or Blended Courses*, symposium organized by the Indiana Commission for Higher Education. Indianapolis, IN
- 2013 Blended learning and L2 proficiency. Invited talk. Michigan State University.

- 2013 Preparing for the launch of the 2014 AP Spanish language & culture course and exam. Workshop. Southwest Conference on Language Teaching. Henderson, NV.
- 2013 Blended learning 101: From face-to-face to online. Invited talk. Michigan State University
- 2013 The best of both worlds: Blended learning in the language classroom. Invited talk. University of Kentucky, Lexington, KY.
- 2013 Harnessing the power of technology in the language classroom. Invited talk. SUNY Fredonia.
- 2012 Assessment tools in the K-12 immersion classroom. XIII Seminario de Administradores de Programas Educativos de Cooperación Internacional y VIII Seminario de Directores de *International Spanish Academies*. Park City, UT.
- 2012 What does it mean to "speak" a language (and how can you prove it)? Utah State University.
- 2012 The power of openness: improving foreign language learning through open education. Center for Open Educational Resources and Language Learning. University of Texas, Austin.
- 2012 SLA and CALL. Invited talk. Heinle-Cengage World Languages Symposium. Salt Lake Community College.
- 2012 ACTFL, MCER and curriculum design. Workshop organized by the Spanish Embassy Resource Center. Layton Preparatory School. Layton, Utah.
- 2011 Designing and implementing a blended language course. Invited talk. Brigham Young University-Idaho. Rexburg, ID.
- 2011 Blended learning in the language classroom. Fredonia State University. Fredonia, NY.
- 2011 Blended learning in the language classroom. Geneseo State University. Geneseo, NY.
- 2011 Blended learning in the language classroom. Canisius College. Buffalo, NY.
- 2011 Global studies and departmental structures. ADFL Summer Seminar. Salt Lake City.
- 2011 Models of hybrid distance teaching and learning. ADFL Summer Seminar. Salt Lake City.
- 2011 Hybrid instruction in college foreign language courses. SUNY Binghamton.
- 2011 Virtual classroom (Skype presentation). Harvard University.
- 2011 Blended teaching: What's in the blender? Heinle World Language Experience. Philadelphia.
- 2011 Blended teaching: What's in the blender? Heinle World Language Experience. Salt Lake Community College.
- 2011 Blended teaching: What's in the blender? Heinle World Language Experience. Los Angeles.

PROFESSIONAL ACTIVITIES/SERVICE

National Federation of Modern Language Teachers Associations

- President Elect (2020)

Modern Language Association

- Chair, Executive Committee of the Forum on Applied Linguistics (2020)

- Secretary, Executive Committee of the Forum on Applied Linguistics (2019)
- Delegate Assembly Member (2019-2022)
- Member, Executive Committee of the Forum on Applied Linguistics (2018-2022)
- Chair, Executive Committee of the Division on the Teaching of Language (2013-2014)
- Secretary, Executive Committee of the Division on the Teaching of Language (2012-2013)
- Member, Executive Committee of the Division on the Teaching of Language (2010-2012)
- Delegate Assembly Member (2011-2013)

American Council on the Teaching of Foreign Languages

- Chair, ACTFL Research and Assessment Committee (2016-2018)
- Member of the 12-person team responsible for writing the 2017 NCSSFL-ACTFL Can-Do Statements
- Member, Board of Directors (2015-2018)
- OPI trainer (2015-present)
- OPI tester (2000-present)
- AAPPL rater and trainer (2013-)
- ACTFL Professional Development Team (2013-)
- Member, ACTFL Research and Assessment Committee (2014-2016; 2019-)

College Board

- Co-Chair, AP Spanish Language and Culture Development Committee (2014-2018)
- Member, AP Spanish Language and Culture Development Committee 2012-14
- AP Spanish Language Standard Setting Pilot panel. Pennsylvania, February 2012.

Flagship Portuguese Acquisition Linkages Project (University of Georgia)

- Advisory board member (2015-2017)

Center for Open Educational Resources in Language Learning (University of Texas, Austin)

- Advisory board member (2015-)

Cengage Learning

- Author advisory council member (2019-)

The International Research Foundation (TIRF)

- Reviewer for the Doctoral Dissertation Grant competition (2014-)

American Association of University Supervisors and Coordinators

- Editorial Board Member (2010-)
- Executive Board Member (2010-2013)
- Spanish Section Head (2008-2011)

Utah Foreign Language Association

- Board Member (2004-2009)

Editorial Board member

- Journal of Language Teaching and Research (JLTR, ISSN 1798-4769)
- Revista Española de Lingüística Aplicada (RESLA ISSN 0213-2028)

External Reviewer

- External Reviewer. College of St. Scholastica Spanish Program (2019).
- External Review Committee member. Portuguese Flagship Program. The University of Georgia (2018).
- External Review Committee member. Department of Languages, Literatures and Cultures. Saint Louis University (2017).
- External Reviewer. Dixie State University Spanish Program (2017).
- External evaluator for faculty promotion to Associate Professor. Brigham Young University (2017).
- External evaluator for faculty promotion to Associate Professor. Northeastern University (2017).
- External evaluator for faculty member's promotion to Associate Professor. University of Hawaii (2016).
- External evaluator for faculty member's promotion to Associate Professor. Loyola University Chicago (2016).
- External evaluator for faculty member's promotion to Associate Professor. Carnegie Mellon University (2016).
- External Review Committee Member. University of Minnesota Language Center. Minneapolis, MN (2016)
- External review committee member. Department of Modern Languages and Literatures. Rollins College, FL (2016)
- External review committee member. Department of Foreign Languages. Weber State University (2015)
- Internal review committee member. Department of Education, Culture and Society. University of Utah (2015)
- External evaluator for faculty member's promotion to Professor. University of Virginia (2014).
- External review committee member. Connecticut College Department of Hispanic Studies program review (2013)
- Spanish major proposal reviewer. Dixie State College, Utah (2012)
- External evaluator for faculty member's promotion to Associate Professor. University of Tennessee (2012).
- Language program reviewer. Salt Lake Community College (2011)
- External evaluator for faculty member's promotion to Full Professor. Pitzer College (2011).

Manuscript reviewer

- *The Routledge Handbooks of Applied Linguistics*
- *AAUSC Issues in Language Program Direction*
- *Hispania*
- *CALICO Journal*
- *Spanish Journal of Applied Linguistics*
- *Languages*

- *Journal of Computer Assisted Language Learning*

Conferences organized:

- 8th International Conference on Immersion and Dual Language Education (2020). Co-Chair.
- 2014 International Immersion Conference. Member of organizing committee and Co-chair of Assessment strand.
- Utah Foreign Language Association Annual Meeting. Member of organizing committee and chair of program committee, 2005, 2006, 2007, 2008, 2009.

Panels and Sessions Organized:

- Corpus data and Second-language education. MLA Annual Convention. Seattle, WA. January 2020
- Beyond text and transaction: Literariness and language learning. MLA Annual Convention. Chicago, IL. January 2019
- Beyond reading and writing: Literacies and language learning. MLA Annual Convention. Chicago, IL. January 2019
- Establishing Accountability through Language Assessment. Fifth International Conference on Language Immersion Education. Salt Lake City, UT. October 2014
- The Postcommunicative Context and Twenty-First-Century Faculty Members. MLA Convention. Boston, January 2013.
- Connecting Theory and Practice in the Teaching of Less Commonly Taught Languages. MLA Convention. Seattle, January 2012.
- Technology-Enhanced Delivery Models in Foreign Language Learning and Teaching. MLA Convention. Los Angeles, January 2011.
- Hybrid language teaching/learning: Exploring pedagogical and curricular issues. ACTFL Convention. Boston, November 2010.
- Hybrid teaching: lessons from experience. Panel organizer and chair. Kentucky Foreign Language Conference. April 2008.
- 34th Annual Linguistic Symposium in Romance Languages. Salt Lake City, March 2004.

SERVICE AT THE UNIVERSITY OF UTAH

University:

- Undergraduate Council, member (2017-)
- Institutional coordinator, U. of Utah-U. of Oviedo exchange program (2007-)
- Member, Teaching and Learning Governance Portfolio (2012-)
- Integrated Learning Faculty Learning Community (2015-)
- Summer enrollment working group (2016)
- Learning Abroad and International Student and Scholar Services (2016)
- International Student and Enrollment Focus Group (2016)
- OSH Classroom Subcommittee (2015-2016)
- Student retention Group (2015-2016)
- Leadership Fellow (U online). Office of the Senior Vice President for Academic Affairs. University of Utah (2015)

- Member, Integrated Teaching Portfolio (2012-2014)
- Chair, General Education Fine Arts Area Committee. (2011-2012)
- Co-Chair, Middle East Center's Curriculum Committee (2009-2010).
- Middle East Center Interim Administrative Team (2008-2009).
- Middle East Center Director Search (Fall 2008).
- Study Abroad Enhancement Committee (2006-2007).

College of Humanities:

- College Executive Committee (2004-2005; 2007-2015).
- Educational Technology Committee (2003-2015).

Department of World Languages and Culture:

- Chair, Spanish Peninsular Literature Search Committee (2019-2020)
- Advisor, Master of Arts in Language Pedagogy (2002-)
- TA trainer (2002-2014, 2016, 2017)
- Member, Spanish sociolinguistics tenure-track search (2013-2014)
- Chair, Search committee Portuguese tenure-track search (2012-2013)
- Search Committee searches for Russian, Arabic and French language coordinators (2009).
- Program Director for Study Abroad in Spain (2003-2011).
- Member, Executive Committee (2006-2007)
- Assessment Committee (2006-2007)
- Grievance Committee (2006-2007)
- Member, Chair Search Committee (2006-2007)
- Departmental Restructuring Committee. (2006-2007).
- Chair, Study Abroad Committee (2005-2012).
- Member, Search Committee Spanish Golden Age Literature (2005-2006).
- Member, Graduate Committee (2005).
- Member, Teaching Major Ad-hoc Committee (2004-2005).
- Member, Search Committee Visiting Position in Latin American Literature (Spring 2004).
- Interim Graduate Advisor, Spanish Section (Spring 2004).
- Interim member of the Department's Executive Committee (Fall 2003).
- Interim French Language Program Director (Fall 2003).
- Member, Search committee Visiting Position in Peninsular Literature (Spring 2003).

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: Required School Counseling Ratio Report

Agenda item type:

Action Item

Recommended Action:

That the Committee approve the plans for the 2022-2023 school year submitted by LEAs who are out of compliance with the 1:350 school counselor ratios, and forward to the full Board for approval.

Background:

R277-462-6, School Counselor to Student Ratios, requires USBE staff to gather and report information regarding counselor to student ratios for those LEAs who have approved School Counseling Programs and receive funding. The report is completed using data collected October 1, 2022, student enrollment and licensed school counselor FTE counts in CACTUS. LEAs not meeting the recommended school counselor to student ratio of 1:350 or better, as an average, are required to submit a plan for how they intend to meet this ratio.

Contact:

Name:	Michelle Glaittli	Bethany Marker
Title:	School Counseling Specialist	School Counseling Specialist
Phone:	801-538-7799	801-538-7929
Email:	michelle.glaittli@schools.utah.gov	bethany.marker@schools.utah.gov

Attachments:

1. Board Report FY23
2. Secondary School Counselor Ratio FY23
3. Secondary School Counselor Ratio 2017-2023
4. Secondary School Counselor FTE needed 2017-2023 (1)
5. Uintah Plan to Meet Ratio SY2023
6. Tooele Plan to Meet Ratio SY2023
7. Morgan Plan to Meet Ratio SY2023



Utah State Board of Education

R277-462

School Counseling Program

Report to Utah State Board of Education

**COUNSELOR TO STUDENT RATIOS:
GRADES SEVEN THROUGH TWELVE**

May 2023

Report prepared by:

USB E Prevention and Student Services

Michelle Glaittli, School Counseling Program Specialist

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Leah Voorhies, Assistant Superintendent of Student Support

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting



2022-2023

R277-462 – School Counseling Program

R277-462-6, School Counselor to Student Ratio, requires USBE staff to gather and report information regarding counselor to student ratios for LEAs who have approved School Counseling Programs and receive funding. The report is completed using data collected October 1, 2022, student enrollment and licensed school counselor FTE counts in CACTUS. LEAs not meeting the recommended school counselor to student ratio of 1:350 or better, as an average, are required to submit a plan for how they intend to meet this ratio.

1. **73 LEAs with CTE add-on/School Counseling Program funding**
 - a. 41 school districts have approved School Counseling Programs
 - b. 32 charter schools have approved School Counseling Programs
2. **70 LEAs currently meet the student to school counselor ratio** (-0.25 allowance)
3. **3 LEAs that do not meet the student to counselor ratio** (-0.25 allowance)
4. **Statewide** LEA Secondary School Counselor Ratio (7-12) of approved school counseling programs is 1:298.31.

The following reports are included:

- Secondary School Counselor Ratio FY23
- Secondary School Counselor Ratio 2017-2023
- Secondary School Counselor FTE needed 2017-2023

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SECONDARY COUNSELOR:STUDENT RATIOS

DISTRICT & STATEWIDE AVERAGES

2022-2023 SCHOOL YEAR

DISTRICT	10/1/2022 7-12 Enrollment	School Counselor FTE	FY23 Counselor: FY23 Enrollment Ratio	Counselors needed for 1:350 RATIO
Alpine	41833	120.132	1: 348.23	0.00
Beaver	733	2.47	1: 296.76	0.00
Box Elder	6025	18	1: 334.72	0.00
Cache	9728	31.66	1: 307.26	0.00
Canyons	16617	53.225	1: 312.20	0.00
Carbon	1600	6.8	1: 235.29	0.00
Daggett	90	0.5	1: 180.00	0.00
Davis	36129	111.188	1: 324.94	0.00
Duchesne	2474	11.225	1: 220.40	0.00
Emery	1023	5.22	1: 195.98	0.00
Garfield	439	1.85	1: 237.30	0.00
Grand	702	2.017	1: 348.04	0.00
Granite	29818	107.946	1: 276.23	0.00
Iron	5270	14.9	1: 353.69	0.16
Jordan	29118	105.274	1: 276.59	0.00
Juab	1321	3.98	1: 331.91	0.00
Kane	681	1.75	1: 389.14	0.20
Logan	2251	7.9	1: 284.94	0.00
Millard	1470	4.35	1: 337.93	0.00
Morgan	1694	4.5	1: 376.44	0.34
Murray	2793	9.2	1: 303.59	0.00
Nebo	16627	62.028	1: 268.06	0.00
North Sanpete	1278	3.992	1: 320.14	0.00
North Summit	509	1.5	1: 339.33	0.00
Ogden	4753	19.259	1: 246.79	0.00
Park City	2354	10	1: 235.40	0.00
Piute	144	0.7	1: 205.71	0.00
Provo	6678	22.5	1: 296.80	0.00
Rich	240	1.1	1: 218.18	0.00
Salt Lake City	10243	35.272	1: 290.40	0.00
San Juan	1406	5.66	1: 248.41	0.00
Sevier	2187	6.5	1: 336.46	0.00
South Sanpete	1532	6.792	1: 225.56	0.00
South Summit	831	3.24	1: 256.48	0.00

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Tintic	145	0.25	1: 580.00	0.16
Tooele	11102	30.4	1: 365.20	1.32
Uintah	3202	8.89	1: 360.18	0.26
Wasatch	3907	12.5	1: 312.56	0.00
Washington	17899	61.732	1: 289.95	0.00
Wayne	195	0.95	1: 205.26	0.00
Weber	16248	51.75	1: 313.97	0.00
American Leadership	745	2	1: 372.50	0.13
AMES Academy	454	2	1: 227.00	0.00
Athlos	49	0.5	1: 98.00	0.00
Beehive Academy	294	1.77	1: 166.10	0.00
City Academy	117	1	1: 117.00	0.00
DaVinci Academy	526	2	1: 263.00	0.00
Early Light Academy	269	1	1: 269.00	0.00
East Hollywood	287	1	1: 287.00	0.00
Fast Forward	420	2	1: 210.00	0.00
George Washington Academy	99	0.3	1: 330.00	0.00
Hawthorne	263	1	1: 263.00	0.00
Intech Collegiate	218	1.2	1: 181.67	0.00
Itineris Early College HS	329	1.92	1: 171.35	0.00
Lincoln	339	1.112	1: 304.86	0.00
Merit College Prep Academy	464	1.75	1: 265.14	0.00
Mtn. West Montessori	101	0.5	1: 202.00	0.00
North Davis Prep	237	0.5	1: 474.00	0.18
NUAMES	1120	4.5	1: 248.89	0.00
Open Classroom	39	0.5	1: 78.00	0.00
Roots High School	214	1	1: 214.00	0.00
Salt Lake Center for Science	342	1.67	1: 204.79	0.00
Salt Lake Performing Arts	202	1.06	1: 190.57	0.00
Success Academy	484	3.7	1: 130.81	0.00
Summit Academy/Indep.	887	4.335	1: 204.61	0.00
Syracuse Arts Acad	439	1.5	1: 292.67	0.00
Thomas Edison (North/South)	265	0.948	1: 279.54	0.00
Utah Arts Academy	274	1	1: 274.00	0.00
Utah Virtual Academy	1185	6.5	1: 182.31	0.00
UCAS	552	2.5	1: 220.80	0.00
Vista	324	1	1: 324.00	0.00
Walden	201	1	1: 201.00	0.00
Winter Sports School	105	1	1: 105.00	0.00
Totals	305,133	1,022.87	1: 298.31	2.75
greater than 1:350		need ratio plan	Less than 1:250	

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SECONDARY COUNSELOR:STUDENT RATIOS

DISTRICT & STATEWIDE AVERAGES

School Counselor-to-Student Ratio per year FY17 to FY23

DISTRICT	FY17 Counselor:		FY18 Counselor:		FY19 Counselor:		FY20 Counselor:		FY21 Counselor:		FY22 Counselor:		FY23 Counselor:	
	Enrollment Ratio		Enrollment Ratio		Enrollment Ratio		Enrollment Ratio		Enrollment Ratio		Enrollment Ratio		Enrollment Ratio	
Alpine	1:	378.04	1:	363.61	1:	365.06	1:	349.31	1:	350.14	1:	347.52	1:	348.23
Beaver	1:	329.50	1:	358.46	1:	358.46	1:	284.55	1:	338.53	1:	293.12	1:	296.76
Box Elder	1:	351.83	1:	347.14	1:	343.10	1:	318.86	1:	312.45	1:	325.81	1:	334.72
Cache	1:	361.45	1:	342.33	1:	352.97	1:	354.61	1:	344.67	1:	332.28	1:	307.26
Canyons	1:	348.48	1:	315.08	1:	330.69	1:	338.10	1:	338.80	1:	319.46	1:	312.20
Carbon	1:	296.26	1:	301.20	1:	223.38	1:	351.11	1:	312.00	1:	256.71	1:	235.29
Daggett	0:	262.07	1:	255.17	1:	248.48	1:	293.94	1:	300.00	1:	279.41	1:	180.00
Davis	1:	355.74	1:	371.36	1:	363.82	1:	363.44	1:	333.02	1:	345.06	1:	324.94
Duchesne	1:	492.22	1:	338.32	1:	348.08	1:	333.02	1:	290.89	1:	291.06	1:	220.40
Emery	1:	284.10	1:	289.49	1:	291.04	1:	283.65	1:	290.19	1:	228.60	1:	195.98
Garfield	1:	221.62	1:	221.58	1:	278.64	1:	238.84	1:	235.26	1:	323.57	1:	237.30
Grand	1:	354.50	1:	716.00	1:	367.50	1:	360.70	1:	346.50	1:	359.00	1:	348.04
Granite	1:	342.43	1:	333.98	1:	329.30	1:	319.94	1:	319.54	1:	300.56	1:	276.23
Iron	1:	334.08	1:	341.25	1:	338.33	1:	406.39	1:	470.82	1:	369.50	1:	353.69
Jordan	1:	338.01	1:	330.84	1:	341.70	1:	335.16	1:	319.95	1:	330.91	1:	276.59
Juab	1:	374.92	1:	378.60	1:	400.67	1:	319.49	1:	321.30	1:	328.14	1:	331.91
Kane	1:	258.33	1:	369.66	1:	313.64	1:	333.52	1:	332.99	1:	398.09	1:	389.14
Logan	1:	356.14	1:	340.86	1:	318.40	1:	293.00	1:	290.38	1:	289.63	1:	284.94
Millard	1:	418.29	1:	360.61	1:	410.98	1:	307.01	1:	346.59	1:	334.32	1:	337.93
Morgan	1:	440.00	1:	370.40	1:	326.00	1:	367.43	1:	399.50	1:	337.40	1:	376.44
Murray	1:	351.88	1:	352.59	1:	345.41	1:	338.22	1:	347.76	1:	336.94	1:	303.59
Nebo	1:	353.78	1:	377.90	1:	343.46	1:	326.90	1:	340.37	1:	316.19	1:	268.06
North Sanpete	1:	377.44	1:	379.35	1:	332.43	1:	305.76	1:	312.04	1:	331.66	1:	320.14
North Summit	1:	352.11	1:	326.67	1:	325.33	1:	327.33	1:	324.67	1:	336.00	1:	339.33
Ogden	1:	350.02	1:	344.80	1:	365.37	1:	301.06	1:	231.63	1:	274.33	1:	246.79
Park City	1:	283.18	1:	225.00	1:	206.91	1:	207.50	1:	220.91	1:	219.82	1:	235.40
Piute	1:	220.00	1:	221.43	1:	157.00	1:	159.00	1:	446.15	1:	316.50	1:	205.71
Provo	1:	392.00	1:	362.94	1:	343.14	1:	334.51	1:	331.70	1:	291.65	1:	296.80
Rich	1:	291.25	1:	270.00	1:	291.25	1:	277.50	1:	296.25	1:	391.67	1:	218.18
Salt Lake City	1:	340.56	1:	331.00	1:	318.65	1:	308.80	1:	333.72	1:	323.53	1:	290.40
San Juan	1:	271.02	1:	236.80	1:	222.67	1:	250.18	1:	254.81	1:	233.54	1:	248.41
Sevier	1:	375.32	1:	334.82	1:	331.87	1:	330.77	1:	323.23	1:	338.15	1:	336.46
South Sanpete	1:	296.57	1:	296.20	1:	341.44	1:	352.30	1:	337.22	1:	305.08	1:	225.56
South Summit	1:	500.00	1:	370.53	1:	362.63	1:	273.22	1:	279.66	1:	289.15	1:	256.48
Tintic	1:	230.51	1:	256.60	1:	126.00	1:	165.71	1:	444.00	1:	480.00	1:	580.00
Tooele	1:	338.76	1:	416.92	1:	361.21	1:	344.94	1:	375.73	1:	304.08	1:	365.20
Uintah	1:	322.18	1:	365.27	1:	338.41	1:	342.72	1:	350.90	1:	357.62	1:	360.18
Wasatch	1:	383.96	1:	323.40	1:	334.80	1:	334.67	1:	317.45	1:	351.05	1:	312.56
Washington	1:	330.88	1:	329.86	1:	320.90	1:	317.03	1:	314.84	1:	294.85	1:	289.95
Wayne	1:	262.35	1:	220.00	1:	261.25	1:	261.25	1:	222.22	1:	194.00	1:	205.26
Weber	1:	354.58	1:	353.36	1:	350.62	1:	316.70	1:	337.71	1:	324.04	1:	313.97

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American Leadership	1:	423.50	1:	292.33	1:	438.50	1:	426.00	1:	800.00	1:	405.50	1:	372.50
AMES Academy	1:	239.50	1:	241.00	1:	243.00	1:	249.50	1:	243.50	1:	236.00	1:	227.00
Athlos								240.00	1:	0.00	1:	196.00	1:	98.00
Beehive Academy													1:	166.10
City Academy	1:	139.80	1:	178.00	1:	328.00	1:	148.00	1:	136.00	1:	110.00	1:	117.00
DaVinci Academy	1:	250.00	1:	252.00	1:	255.00	1:	253.50	1:	278.00	1:	289.00	1:	263.00
Early Light Academy	1:	382.67	1:	317.78	1:	311.11	1:	365.82	1:	0.00	1:	291.11	1:	269.00
East Hollywood	1:	702.00	1:	367.00	1:	330.00	1:	320.00	1:	273.00	1:	306.00	1:	287.00
Fast Forward	1:	356.68	1:	236.00	1:	234.00	1:	260.00	1:	251.00	1:	313.00	1:	210.00
Hawthorn	1:	558.00	1:	262.00	1:	265.00	1:	256.00	1:	270.00	1:	343.33	1:	330.00
Intech Collegiate	1:	193.00	1:	213.75	1:	144.81	1:	158.00	1:	165.83	1:	247.00	1:	263.00
Itineris Early College HS	1:	516.73	1:	218.38	1:	193.75	1:	215.63	1:	205.73	1:	165.83	1:	181.67
George Washington Academy	1:		1:		1:		1:		1:	290.00	1:	190.10	1:	171.35
Lincoln	1:	327.26	1:	523.20	1:	314.00	1:	327.00	1:	315.69	1:	212.18	1:	304.86
Merit College Prep Academy	1:		1:		1:	315.44	1:	329.20	1:	227.27	1:	266.29	1:	265.14
Mtn. West Motessori	1:		1:		1:		1:		1:	196.00	1:	202.00	1:	202.00
North Davis Prep	1:	249.00	1:	131.82	1:	293.33	1:	262.00	1:	520.00	1:	264.00	1:	474.00
NUAMES	1:	255.00	1:	95.61	1:	221.75	1:	231.56	1:	246.96	1:	200.28	1:	248.89
Open Classroom	1:	197.50	1:	268.00	1:	212.00	1:	188.00	1:	124.00	1:	120.00	1:	78.00
Roots High School													1:	214.00
Salt Lake Center for Science	1:	226.00	1:	199.40	1:	205.39	1:	234.73	1:	555.22	1:	214.37	1:	204.79
Salt Lake Performing Arts						302.00	1:	296.00	1:	240.00	1:	208.00	1:	190.57
Success Academy	1:	171.60	1:	149.67	1:	176.73	1:	103.81	1:	110.24	1:	140.54	1:	130.81
Summit Academy/Indep.	1:	178.83	1:	235.00	1:	232.00	1:	240.50	1:	196.00	1:	226.00	1:	204.61
Syracuse Arts Acad	1:	269.33	1:	436.00	1:	460.00	1:	435.00	1:	304.00	1:	298.67	1:	292.67
Thomas Edison	1:		1:	328.78	1:	155.63	1:	300.00	1:	315.48	1:	295.36	1:	279.54
Utah Arts Academy*	1:	232.20	1:	225.75	1:	227.54	1:	236.09	1:	206.47	1:	281.00	1:	274.00
Utah Virtual Academy													1:	182.31
UCAS	1:	197.50	1:	405.00	1:	360.44	1:	242.40	1:	272.00	1:	255.60	1:	220.80
Vista						211.00	1:	219.00	1:	287.00	1:	330.00	1:	324.00
Walden													1:	201.00
Winter Sports School	1:	257.33	1:	199.00	1:	196.00	1:	195.00	1:	207.00	1:	197.00	1:	105.00
Totals	1:	350.97	1:	347.17	1:	340.98	1:	336.53	1:	326.25	1:	317.31	1:	298.39
Counselors needed for 1:350 ratio		17.98		23		12.85		6.75		8.03		1.75		2.75

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SECONDARY COUNSELOR:STUDENT RATIOS

Longitudinal District and State Averages

Total FTE & FTE needed for 1:350 Ratio

DISTRICT	2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023	
	School Counselor FTE	Counselors needed for 1:350 RATIO	School Counselor FTE	Counselors needed for 1:350 RATIO	School Counselor FTE	Counselors needed for 1:350 RATIO	School Counselor FTE	Counselors needed for 1:350 RATIO	School Counselor FTE	Counselors needed for 1:350 RATIO	School Counselor FTE	Counselors needed for 1:350 RATIO	School Counselor FTE	Counselors needed for 1:350 RATIO
Alpine	93.22	7.47	99.35	3.86	101.46	4.37	109.81	0.00	112.00	0.05	118.40	0.00	120.13	0.00
Beaver	2.00	0.00	1.95	0.05	2.00	0.00	2.46	0.00	2.18	0.00	2.47	0.00	2.47	0.00
Box Elder	14.76	0.08	15.21	0.00	15.66	0.00	17.44	0.00	17.99	0.00	18.44	0.00	18.00	0.00
Cache	22.19	0.72	24.54	0.00	24.67	0.21	25.54	0.34	27.00	0.00	29.00	0.00	31.66	0.00
Canyons	45.33	0.00	50.78	0.00	49.11	0.00	48.69	0.00	48.50	0.00	51.60	0.00	53.23	0.00
Carbon	5.08	0.00	4.98	0.00	6.80	0.00	4.50	0.01	5.00	0.00	6.26	0.00	6.80	0.00
Daggett	0.29	0.00	0.00	0.21	0.33	0.00	0.33	0.00	0.34	0.00	0.34	0.00	0.50	0.00
Davis	90.75	1.49	88.75	5.42	92.25	3.64	94.86	3.64	98.49	0.00	104.56	0.00	111.19	0.00
Duchesne	6.50	0.00	4.50	1.83	6.68	0.00	6.78	0.00	8.23	0.00	8.23	0.00	11.23	0.00
Emery	3.46	0.00	3.52	0.00	3.57	0.00	3.67	0.00	3.67	0.00	4.58	0.00	5.22	0.00
Garfield	1.85	0.00	1.90	0.00	1.56	0.00	1.90	0.00	1.90	0.00	1.40	0.00	1.85	0.00
Grand	2.00	0.00	1.00	1.05	2.00	0.10	2.01	0.06	2.00	0.00	2.00	0.05	2.02	0.00
Granite	86.50	0.00	88.86	0.00	89.50	0.00	94.53	0.00	94.52	0.00	100.63	0.00	107.95	0.00
Iron	12.00	0.00	12.00	0.00	10.80	1.18	10.80	1.74	9.80	3.38	14.00	0.78	14.90	0.16
Jordan	72.99	0.00	75.82	0.00	75.91	0.00	81.40	0.00	87.83	0.00	86.97	0.00	105.27	0.00
Juab	2.99	0.21	2.99	0.24	2.99	0.43	3.90	0.00	3.99	0.00	3.98	0.00	3.98	0.00
Kane	2.04	0.00	1.45	0.08	1.76	0.00	1.82	0.00	1.94	0.00	1.57	0.22	1.75	0.20
Logan	7.00	0.12	7.00	0.00	7.50	0.00	8.00	0.00	8.00	0.00	8.00	0.00	7.90	0.00
Millard	3.07	0.60	3.63	0.11	3.28	0.57	4.42	0.00	4.10	0.00	4.40	0.00	4.35	0.00
Morgan	3.00	0.77	3.75	0.22	4.50	0.00	3.50	0.17	4.00	0.57	5.00	0.00	4.50	0.34
Murray	8.50	0.05	8.50	0.06	8.50	0.00	9.00	0.00	8.50	0.00	8.50	0.00	9.20	0.00
Nebo	41.45	0.45	39.54	3.15	44.75	0.00	48.47	0.00	46.15	0.00	53.65	0.00	62.03	0.00
North Sanpete	2.66	0.21	2.76	0.23	3.33	0.00	3.82	0.00	3.82	0.00	3.79	0.00	3.99	0.00
North Summit	1.42	0.01	1.50	0.00	1.50	0.00	1.50	0.00	1.50	0.00	1.50	0.00	1.50	0.00
Ogden	14.91	0.00	15.00	0.00	14.08	0.62	17.00	0.00	19.00	0.00	18.00	0.00	19.26	0.00
Park City	8.80	0.00	10.80	0.00	11.87	0.00	12.00	0.00	11.00	0.00	11.00	0.00	10.00	0.00
Piute	0.70	0.00	0.70	0.00	1.00	0.00	1.00	0.00	0.39	0.11	0.52	0.00	0.70	0.00
Provo	16.00	1.92	17.00	0.63	18.43	0.00	21.50	0.00	20.00	0.00	23.00	0.00	22.50	0.00
Rich	0.80	0.00	0.80	0.00	0.80	0.00	0.80	0.00	0.80	0.00	0.60	0.07	1.10	0.00
Salt Lake City	28.50	0.00	30.00	0.00	31.00	0.00	33.40	0.00	30.75	0.00	32.27	0.00	35.27	0.00
San Juan	5.28	0.00	5.87	0.00	6.22	0.00	5.62	0.00	5.51	0.00	5.89	0.00	5.66	0.00
Sevier	5.47	0.40	6.30	0.00	6.37	0.00	6.50	0.00	6.50	0.00	6.50	0.00	6.50	0.00
South Sanpete	4.96	0.00	5.00	0.00	4.44	0.00	4.34	0.03	4.54	0.00	5.12	0.00	6.79	0.00
South Summit	1.40	0.60	1.90	0.11	1.90	0.07	2.95	0.00	2.95	0.00	2.95	0.00	3.24	0.00
Tintic	0.59	0.00	0.53	0.00	1.00	0.00	0.70	0.00	0.25	0.07	0.25	0.09	0.25	0.16
Tooele	19.97	0.00	18.50	3.54	22.25	0.71	24.50	0.00	26.00	1.91	24.50	0.00	30.40	1.32
Utah	9.00	0.00	7.66	0.33	9.00	0.00	8.92	0.00	8.92	0.02	8.92	0.19	8.89	0.26
Wasatch	7.98	0.77	10.00	0.00	10.00	0.00	10.50	0.00	11.00	0.00	10.50	0.03	12.50	0.00
Washington	38.69	0.00	41.17	0.00	44.57	0.00	49.86	0.00	53.97	0.00	59.80	0.00	61.73	0.00
Wayne	0.63	0.00	0.85	0.00	1.00	0.00	0.80	0.00	0.90	0.00	1.00	0.00	0.95	0.00
Weber	41.50	0.54	43.03	0.41	43.50	0.08	49.33	0.00	47.33	0.00	49.83	0.00	51.75	0.00

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting

American Leadership	2.00	0.00	3.00	0.00	2.00	0.51	2.00	0.43	1.00	1.29	2.00	0.32	2.00	0.13
AMES Academy	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00
Athlos Academy							0.25	0.00	0.00	0.00	0.25	0.00	0.50	0.00
Beehive Academy													1.77	0.00
City Academy	0.98	0.00	0.00	0.51	0.50	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
DaVinci Academy	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00
Early Light Academy	0.75	0.07	0.90	0.00	0.90	0.00	0.79	0.04	1.00	0.00	0.90	0.00	1.00	0.00
East Hollywood	0.50	0.50	1.00	0.05	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Fast Forward	0.61	0.01	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	2.00	0.00
George Washington									0.30	0.00	0.30	0.00	0.30	0.00
Hawthorn	0.50	0.30	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Intech Collegiate	1.00	0.00	0.80	0.00	1.02	0.00	1.00	0.00	1.20	0.00	1.20	0.00	1.20	0.00
Itineris	0.75	0.36	1.85	0.00	1.92	0.00	1.92	0.00	1.92	0.00	1.92	0.00	1.92	0.00
Lincoln	1.04	0.00	0.63	0.31	1.00	0.00	1.00	0.00	1.02	0.00	1.56	0.00	1.11	0.00
Merit College Prep					1.36	0.00	1.37	0.00	1.87	0.00	1.75	0.00	1.75	0.00
Mtn. West Montessori									0.50	0.00	0.50	0.00	0.50	0.00
North Davis Prep	0.29	0.00	1.98	0.00	0.90	0.00	1.00	0.00	0.50	0.24	1.00	0.00	0.50	0.18
NUAMES	3.00	0.00	7.98	0.00	4.00	0.00	4.50	0.00	4.60	0.00	3.60	0.00	4.50	0.00
Open Classroom	0.40	0.00	0.00	0.19	0.50	0.00	0.25	0.00	0.50	0.00	0.50	0.00	0.50	0.00
Roots High School													1.00	0.00
SLCSE	1.50	0.00	1.67	0.00	1.67	0.00	1.67	0.00	0.67	0.39	1.67	0.00	1.67	0.00
SPA					1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.06	0.00
Success Academy	2.50	0.00	3.00	0.00	2.45	0.00	4.20	0.00	4.20	0.00	3.70	0.00	3.70	0.00
Summit Acad. Indep.	1.37	0.00	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00	4.00	0.00	4.34	0.00
Syracuse Arts Acad	1.50	0.00	1.00	0.25	1.00	0.31	1.00	0.24	1.50	0.00	1.50	0.00	1.50	0.00
Thomas Edison	0.00	0.34	0.95	0.00	1.60	0.00	0.84	0.00	0.84	0.00	0.95	0.00	0.95	0.00
Utah Arts Academy*	1.67	0.00	1.67	0.00	1.67	0.00	1.69	0.00	1.69	0.00	1.00	0.00	1.00	0.00
Utah Virtual Academy													6.50	0.00
UCAS	2.00	0.00	1.00	0.16	1.45	0.04	2.50	0.00	2.50	0.00	2.50	0.00	2.50	0.00
Vista					1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Walden	0.75	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Winter Sports School													1.00	0.00
Totals	763.32	17.98	795.81	23.00	823.77	12.85	877.85	6.70	889.05	8.03	941.72	1.75	1,022.87	2.75

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting



R277-462-6: School Counselor to Student Ratio Plan for Meeting Compliance (1:350)

LEA Name: Uintah School District Date: 3/2/23

CTE/School Counseling Leader Name: Mindy Merrell School year: 2022-23

LEA school counselor to student ratio: 1:360 FTE needed to meet ratio: 0.27

Explanation of why LEA does not meeting 1:350 ratio in accordance to **Board Rule R277-462-6:**
School Counselor to Student Ratio (3000 characters maximum):

Uintah School District currently does not meet the 1:350 school counselor to student ratio for a couple of reasons. First, we have a few large cohorts that are moving through our system. After those cohorts move through the system, we won't have a need for additional counseling services. Second, in a rural district, it is extremely difficult to hire school counselors and near impossible to hire part time school counseling positions.

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting

Plan to meet compliance, including timeline (3000 characters maximum):

Our plan is to continue watching and monitoring student enrollment numbers. If we see an increase or if we remain out of compliance even after our large cohorts exit the system, we will reevaluate the need for increased FTEs to support school counseling.

CTE/School Counseling Leader

Signature: Mindy Merrell Digitally signed by Mindy Merrell
Date: 2023.03.02 16:49:16 -07'00'

Date: 3/2/23

Superintendent/Charter School Director

Signature: Rick Woodford Digitally signed by Rick Woodford
Date: 2023.03.02 16:59:17 -07'00'

Date: 3/2/23

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting



R277-462-6: School Counselor to Student Ratio Plan for Meeting Compliance (1:350)

LEA Name: Tooele County School District Date: 11/29/22

CTE/School Counseling Leader Name: Marianne Oborn School year: 2023

LEA school counselor to student ratio: 29.4:11,118 FTE needed to meet ratio: 31.766

Explanation of why LEA does not meeting 1:350 ratio in accordance to **Board Rule R277-462-6:**
School Counselor to Student Ratio (3000 characters maximum):

Tooele County School District shows out of compliance 2.366 FTE. We have 1 counseling position unfilled since the beginning of the school year. This will add .5 FTE to our secondary counselors when we are able to fill this position. There is also an error on our report that includes Willow School counselor which is an elementary school.

Tooele County School District partners with MyTechHigh with our online Digital Education Center (DEC). MyTechHigh student primary goals are not towards graduating with a high school diploma. Because of the unique requests from parents of students attending MyTechHigh, our counselors are only working with the diploma seeking students from MyTechHigh 7-12. They also work with all of our students enrolled in our DEC Edgenuity courses that are not MyTechHigh students. This impacts the number of students our DEC counselors work with at the Edgenuity level. We have a total of 708 secondary students attending the DEC that are diploma seeking status. 149 of these students are MyTechHigh. We have four counselors at this school which puts them at a ratio of 1:177. These counselors do work with any DEC student as needed as this is a K-12 school. Their primary focus is on our 7-12 students working towards high school graduation.

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting

Plan to meet compliance, including timeline (3000 characters maximum):

Tooele County School District supports school counselors. With the adjustment in viewing of numbers for the DEC, our district is in compliance for our counselor to student ratio at a rate of 28.47 counselors required. $11,118 - 2784$ (MyTechHigh) = 8,334 students. We currently have 29 counselors, which puts our ratio at 1:287.

We are continuing to search for qualified candidates for our open counseling position.

CTE/School Counseling Leader

Signature: Marianne Olson

Date: 11/29/22

Superintendent/Charter School Director

Signature: Michelle Glaittli

Date: Nov. 29, 2022

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov



R277-462-6: School Counselor to Student Ratio Plan for Meeting Compliance (1:350)

LEA Name: Morgan Date: 3/31/23

CTE/School Counseling Leader Name: Andy Jensen School year: 2022/2023

LEA school counselor to student ratio: 4.5/4.84 FTE FTE needed to meet ratio: .34

Explanation of why LEA does not meeting 1:350 ratio in accordance to **Board Rule R277-462-6: School Counselor to Student Ratio** (3000 characters maximum):

Morgan hired the needed counselor in the summer of 2022. Two weeks before school started they individual quit and we were unable to fill the position.

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting

Plan to meet compliance, including timeline (3000 characters maximum):

Morgan will hire another for the 23/24 school year. This will bring the district into compliance.

CTE/School Counseling Leader

Signature: Robert Kilmer Digitally signed by Robert Kilmer
Date: 2023.03.31 11:00:32 -06'00'

Date: _____

Superintendent/Charter School Director

Signature: 

Date: 3/31/23

Date: April 11, 2023

Version: Draft 1

Contact Person and Email: Michelle Glaittli, michelle.glaittli@schools.utah.gov

This draft is for consideration during the May 5, 2023 Committee meeting

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-461, Elementary School Counselor Grant Program (Amendment & Continuation)

Agenda item type:

Action Item

Recommended Action:

That the Committee continue and approve R277-461, Draft 1, on first reading and forward to the Board for continuation and approval on second and final reading.

Background:

R277-461 is approaching its five year review. Staff has reviewed the rule and it continues to be necessary. Staff recommends language updates to conform to practice.

Staff will present R277-461, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X, Sec 3; 53E-3-401(4); 53F-5-209(6)

Contact:

Name:	Ben Rasmussen	Elisse Newey	Bethany Marker	Michelle Glaittli
Title:	Director of Law and Professional Practices	Policy Advisor	School Counseling Program Specialist	School Counseling Program Specialist
Phone:	801-538-7835	801-538-7521	(801) 538-7929	(801) 538-7799
Email:	ben.rasmussen@schools.utah.gov	elisse.newey@schools.utah.gov	bethany.marker@schools.utah.gov	michelle.glaittli@schools.utah.gov

Attachments:

1. R277-461 - Draft 1 - May 2023 Committee

1 **R277. Education, Administration.**

2 **R277-461. Elementary School Counselor Grant Program.**

3 **R277-461-1. Authority and Purpose.**

4 (1) This rule is authorized by:

5 (a) Utah Constitution [Article X, Section 3](#), which vests general control and
6 supervision over public education in the Board;

7 (b) Subsection [53E-3-401\(4\)](#), which allows the Board to make rules to execute the
8 Board's duties and responsibilities under the Utah Constitution and state law; and

9 (c) Section [53F-5-209](#), which directs the Board to make rules to administer the
10 Elementary School Counselor Grant Program.

11 (2) The purpose of this rule is to provide:

12 (a) an application procedure;

13 (b) criteria and procedures for awarding grants; and

14 (c) requirements for grant recipients.
15

16 **R277-461-2. Definitions.**

17 (1) "Childhood trauma" means a child who has been exposed to one or more
18 traumas over the course of the child's life and develops reactions that persist and affect the
19 child's daily life after the events have ended.

20 (2) "Grant" means funding awarded by the Board to an LEA to hire qualifying
21 personnel for purposes of supporting school-based mental health, in accordance with
22 Section 53F-5-209.

23 (3) "Qualifying personnel" means the same as term is defined in Subsection [53F-5-](#)
24 [209\(1\)\(c\)](#).

25 (4) "Risk factors for childhood trauma" means behaviors or indicators including:

26 (a) office referrals or discipline reports;

27 (b) increased absenteeism;

28 (c) qualification for free or reduced-price lunch;

29 (d) experiencing homelessness;

- 30 (e) school-reported referrals to the Utah Division of Child and Family Services
31 (DCFS);
32 (f) involvement with juvenile justice and youth services;
33 ~~[(f)](g)~~ participation in foster care;
34 (h) being subject to bullying, cyber-bullying, hazing, retaliation, and abusive conduct
35 as defined in Rule [R277-613](#);
36 ~~[(g)](i)~~ experiencing intergenerational poverty; and
37 ~~[(h)](i)~~ performing below benchmark [reading levels] on statewide assessments.
38

39 **R277-461-3. Grant Applications.**

- 40 (1) The Superintendent shall develop and make available a grant application for
41 LEAs, consistent with the requirements in Subsection [53F-5-209](#)(4)(a).
42 (2) The grant application shall require the LEA to report how it intends to provide the
43 matching funds required in Subsection [53F-5-209](#)(4)(b), including the source of funding the
44 LEA intends to use.
45 (3) For each grant cycle that the Superintendent is authorized to solicit grant
46 applications, the Superintendent shall publish a timeline on the Board's website by March
47 30, including a date for the application release, and due dates for an LEA to submit required
48 materials.

49
50 **R277-461-4. Procedures and Criteria for Awarding a Grant.**

- 51 (1) An LEA applying for a grant shall commit to establishing, at a minimum, a 3-year
52 plan and program for using the grant funds.
53 (2) In accordance with Subsection [53F-5-209](#)(3), the Superintendent shall prioritize
54 LEA applications that propose to target funds as described in Section [53F-5-209](#).
55 (3) For purposes of prioritizing grants under this Rule, the Superintendent shall
56 examine ~~[an LEA's risk factors for childhood trauma]~~ the prevalence of risk factors for
57 childhood trauma as identified in the LEA's application.
58

59 **R277-461-5. Grant Recipient Requirements, Accountability, and Reporting.**

60 (1) Grant funds shall only be used to pay for salaries and benefits for
61 ~~qualified~~ qualifying personnel.

62 (2) Qualifying personnel funded by these grant funds shall:

63 (a) implement a program to achieve an LEA's measurable goals as described in
64 Subsection 53F-5-209(4)(a);

65 (b) participate in USBE trainings;

66 (c) participate in regular collaboration meetings with USBE; and

67 (d) in accordance with Subsection [53F-5-209](#)(8), participate in trauma-informed
68 modules

69 (3) The Superintendent shall establish a process and accompanying forms for grant
70 recipients to document grant requirements including annual reporting consistent with the
71 requirements described in Subsection [53F-5-209](#)(7).

72

73 **KEY: grant program, school counselor, mental health, trauma-informed practice**

74 **Date of Enactment or Last Substantive Amendment: April 8, 2021**

75 **Authorizing, and Implemented or Interpreted Law: [Art X, Sec 3](#); [53E-3-401](#)(4); [53F-5-](#)
76 [209](#)(6)**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-496, K-3 Reading Software Licenses (Amendment)

Agenda item type:

Action Item

Recommended Action:

That the Committee approves R277-496, Draft 1, on first reading and forward to the Board for approval on second and final reading.

Background:

Staff recommend updating the K-3 Reading Software grant rule as a result of the passage of [SB 44](#) during the 2023 session.

Staff will present R277-496, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-3-401(4); 53F-4-203

Contact:

Name: Ben Rasmussen	Amber Wright	Jennifer Throndsen
Title: Director of Law and Professional Practices	Education Specialist Software Initiatives	Director of Teaching and Learning
Phone 801-538-7835	801-538-7754	801-538-1213
:		
Email: ben.rasmussen@schools.utah.gov	amber.wright@schools.utah.gov	jennifer.throndsen@schools.utah.gov

Attachments:

1. R277-496 - Draft 1 - May 2023 Committee

1 **R277. Education, Administration.**

2 **R277-496. K-3 Reading Software Licenses.**

3 **R277-496-1. Authority and Purpose.**

4 (1) This rule is authorized by:

5 (a) Utah Constitution [Article X, Section 3](#), which vests general control and
6 supervision over public education in the Board;

7 (b) Subsection [53E-3-401\(4\)](#), which allows the Board to make rules to execute
8 the Board's duties and responsibilities under the Utah constitution and state law; and

9 ~~[(c) Subsection 53F-4-203(2), which directs the Board to distribute software
10 licenses for the early interactive reading software program to LEAs that apply for the
11 licenses.]~~

12 (c) Section [53F-4-203](#), which requires the Board to administer funds for early
13 interactive reading software for early grades.

14 (2) The purpose of this rule is to establish criteria and procedures to administer
15 the K-3 reading software program.

16

17 **R277-496-2. Definitions.**

18 ~~[(1) "Aggregate student population" means the total number of students within a
19 school who are using a technology provider's early interactive reading software
20 licenses.~~

21 ~~—— (2) "Dosage" means amount of instruction time.]~~

22 ~~[(3)]~~ "Early interactive reading software" or "K-3 reading software license" means
23 technology tools and software that adjust the presentation of educational material
24 according to a student's weaknesses and strengths, as indicated by the student's
25 responses to questions.

26 ~~[(4) "Personalized fidelity" means local measures for fidelity to a software
27 product based on three or more data points that demonstrate successful student
28 outcomes at or above the level of student outcomes achieved by the technology
29 provider's dosage recommendations.~~

30 ~~—— (5) "Use early interactive reading software in accordance with a technology~~
31 ~~provider's dosage recommendations" means when at least 80% of the aggregate~~
32 ~~student population of a school, by provider:~~

33 ~~—— (a) uses a technology provider's K-3 reading software for at least 80% of:~~

34 ~~—— (i) the minimum number of weeks of use recommended by the technology~~
35 ~~provider for the K-3 reading software program;~~

36 ~~—— (ii) the average number of minutes of use recommended by the technology~~
37 ~~provider for the K-3 reading software program or~~

38 ~~—— (b) demonstrates personalized fidelity per programmatic requirements.]~~

39

40 **R277-496-3. K-3 Reading Software Licenses.**

41 ~~(1)[(a) The Superintendent shall select one or more technology providers~~
42 ~~through an RFP to provide early interactive reading software for students in~~
43 ~~kindergarten through grade 3.] An LEA shall select one or more technology providers~~
44 ~~through an LEA-approved selection process.~~

45 ~~[(b) A provider identified by [the Superintendent] an LEA under Subsection (1)(a)~~
46 ~~shall use evidence-informed core materials and evidence-based instructional practices~~
47 ~~and intervention materials.~~

48 ~~—— (c) The Superintendent may define standards for evidence consistent with~~
49 ~~Subsections 53G-11-303(1)(a) and (b).~~

50 ~~(2) A school may apply for early interactive reading software for students in~~
51 ~~kindergarten through grade 3.~~

52 ~~—— (3) The Superintendent shall accept applications from LEAs for early interactive~~
53 ~~reading software licenses that satisfy the requirements of Section 53F-4-203 and the~~
54 ~~provisions of this rule.~~

55 ~~—— (4) If the number of requests for K-3 reading software licenses exceeds the~~
56 ~~number of licenses available, the Superintendent shall give priority to:~~

57 ~~—— (a) requests for licenses to be used in Kindergarten or grade 1; or~~

58 ~~—— (b) a school that:~~

59 ~~—— (i) received a K-3 reading license in a previous school year; and~~
60 ~~—— (ii) used the K-3 reading license in accordance with the technology provider's~~
61 ~~dosage recommendations.~~

62 ~~—— (5) The Superintendent shall establish timelines for submission of applications.]~~

63 (2)(a) An LEA shall enter into a data sharing agreement with a provider selected
64 in accordance with Subsection (1).

65 (b) An LEA's data sharing agreement with a software provider shall require the
66 software provider to share information with a third party program evaluator selected by
67 the Superintendent.

68 (c) An LEA shall provide a signed copy of the LEA's data sharing agreement to
69 the Superintendent prior to receiving reimbursement for allocated funds.

70 ~~([6]3) A school may not require a student to participate in the K-3 reading~~
71 ~~software license program.~~

72

73 **~~[R277-496-4. School Probationary Re-entry Into the Program.~~**

74 ~~—— (1) If a school does not use the early interactive reading software licenses in~~
75 ~~accordance with the technology provider's dosage recommendations, the school may~~
76 ~~not receive K-3 reading software licenses for one year.~~

77 ~~—— (2) A school described in Subsection (1) may reapply to re-enter the program on~~
78 ~~a probationary basis and receive K-3 reading software licenses if the school meets the~~
79 ~~probation requirements of this Section R277-496-4.~~

80 ~~—— (3) A school is on probation if the school:~~

81 ~~—— (a) previously received K-3 reading software licenses;~~

82 ~~—— (b) lost eligibility to participate in the program, which includes failure to use the~~
83 ~~early interactive software per the technology provider's dosage recommendations for~~
84 ~~two consecutive years; and~~

85 ~~—— (c) receives K-3 reading software licenses after re-entering the program.~~

86 ~~———— (4)(a) The school principal, instructional leaders, and teachers of a school on~~
87 ~~probation shall engage in all of the available technology provider support structures and~~
88 ~~interventions for probationary software programs, including:~~

89 ~~———— (i) data dives;~~

90 ~~———— (ii) professional learning; and~~

91 ~~———— (iii) usage and fidelity updates.~~

92 ~~———— (b) A technology provider shall establish the specific support structure~~
93 ~~requirements and interventions described in Subsection (4)(a) for the technology~~
94 ~~provider's software program.~~

95 ~~———— (5) If a technology provider does not offer support structure requirements and~~
96 ~~interventions as described in Subsection (4), the Superintendent may not make the~~
97 ~~technology provider's software available for a school that is on probation.~~

98 ~~———— (6) If a school on probation does not use the early interactive reading software~~
99 ~~licenses in accordance with a technology provider's dosage recommendations during~~
100 ~~the probationary year, the school may not receive an early interactive reading license~~
101 ~~for the following year unless the school on probation pays for 50% of the costs of the K-~~
102 ~~3 reading license software license.~~

103]

104 **R277-496-5. Reporting.**

105 (1) ~~[An LEA that receives]~~A provider that provides K-3 reading software licenses
106 shall provide information ~~[that is requested]~~upon request by the Superintendent or an
107 external evaluator selected by the Board in ~~[conducting the evaluation required in-]~~
108 accordance with Subsections [53F-4-203](#)(3) and (4).

109 (2) The Superintendent may recommend action to the Board, including
110 withholding of funds, in accordance with Rule [R277-114](#) for an LEA that fails to provide
111 complete, accurate, and timely reporting as required by this rule.

112

113 **KEY: reading, software, licenses**

114 **Date of Last Change:**

115 **Notice of Continuation: September 15, 2022**
116 **Authorizing, and Implemented or Interpreted Law: [Art X Sec 3](#); [53E-3-401\(4\)](#); [53F-](#)**
117 **[4-203](#)**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-721, PRIME Pilot Program (Amendment)

Agenda item type:

Action Item

Recommended Action:

That the Committee approves R277-721, Draft 1, on first reading and forward to the Board for approval on second and final reading.

Background:

As a result of [HB 318](#), the Prime Program is no longer a pilot program. Staff recommend updating the rule to reflect legislative changes.

Staff will present R277-721, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-3-4

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Attachments:

1. R277-721 - Draft 1 - May 2023 Committee

1 **R277. Education, Administration.**

2 **R277-721. PRIME [~~Pilot~~]Program.**

3 **R277-721-1. Authority and Purpose.**

4 (1) This rule is authorized by:

5 (a) Utah Constitution [Article X, Section 3](#), which vests general control and
6 supervision over public education in the Board;

7 (b) Section [53E-3-401](#)(4), which allows the Board to make rules to execute the
8 Board's duties and responsibilities under the Utah Constitution and state law; and

9 (c) Section [53E-10-309](#), which requires the Board to make rules to establish the
10 requirements for the Utah [~~Prime Pilot~~]PRIME Program.

11 (2) The purpose of this rule is to:

12 (a) establish eligibility requirements for a participating LEA; and

13 (b) create an application process for LEAs to apply for the [~~pilot~~] program.
14

15 **R277-721-2. Definitions.**

16 (1) "Career and technical education" or "CTE" means the same as the term is
17 defined in Subsection [53B-1-101.5](#)(3).

18 (2) "Concurrent enrollment" or "CE" means the same as the term is defined in
19 Subsection R277-701-2(2).

20 (3) "Program" means the PRIME [~~pilot~~]program as described in [~~Subsection 53E-~~
21 ~~10-309(7)~~]Section [53E-10-309](#).

22 (4) "Underrepresented students" means the same as the term is defined in
23 Subsection [R277-707-2](#)(6).

24 (5) "Technical college" means the same as the term is defined in Subsection [53B-](#)
25 [1-101.5](#)(7).

26 (6) "Utah System of Higher Education" or "USHE" means the same as the term is
27 defined in Section [53B-1-102](#).
28

29 **R277-721-3. PRIME Program--Eligibility, Application, and Review Committee.**

30 (1) Subject to legislative appropriation, ~~[all LEAs]~~an LEA may apply for a PRIME
31 pilot program grant.

32 (2) An LEA's application shall contain the following:

33 (a) a budget proposal for the use of funds;

34 (b) how the LEA will increase access to courses for underrepresented students;

35 (c) a list of the current CE and CTE courses the LEA offers~~[including courses as~~
36 ~~described in Subsections 53E-10-309(2), (3), and (4)]~~;

37 (d) a detailed plan of implementation including current gaps the~~[PRIME pilot]~~
38 program will address; and

39 (e) requisite baseline data established by the Superintendent.

40 (3) ~~[An LEA's]~~The Superintendent, along with the committee established in
41 Subsection (4), shall score and rank [application shall be scored and ranked]each
42 application based upon the quality of the LEA's overall budget proposal and application
43 as described in Subsection (2).

44 (4) The Superintendent shall create a PRIME program advisory committee.

45 (5) The advisory committee shall include the following members as non-voting
46 chairs:

47 (a) The Superintendent~~[or designee]~~; and

48 (b) The Commissioner of Higher Education or the commissioner's designee.

49 (6) In addition to the chairs described in Subsection (5), the Board shall appoint
50 ~~[seven]~~ additional members to the committee including:

51 (a) an early college specialist;

52 (b) a CTE coordinator, or the coordinator's designee;

53 (c) a technical college representative;

54 (d) a representative of USHE;

55 (e) a member of the State Charter School Board; and

56 (f) ~~[an early college alliance designee; and~~

57 ~~—(g)]~~a secondary LEA designee.

58 ~~[(7) The advisory committee shall:~~

59 ~~_____ (a) review, score, and rank the LEA applications as described in Subsection (3);~~
60 and

61 ~~_____ (b) award [PRIME pilot] program grants:]~~

62 (7) The Superintendent shall award program grants:

63 ([i]a) based upon the score and rank assigned in accordance with Subsection (3);
64 and

65 ([ii]b) [as described in Subsection 53E-10-309(7)(b)] consistent with Section 53E-
66 10-309.

67

68 **R277-721-4. Performance Measures and Reporting.**

69 (1) An LEA that receives a [PRIME pilot] program grant shall submit to the
70 Superintendent an annual progress report by June 30 that includes:

71 (a) demographic data of participating students compared to overall LEA
72 demographics;

73 (b) growth of the program compared to the program baseline data submitted in
74 the LEA's application;

75 (c) how the LEA has closed access gaps with underrepresented students;

76 (d) itemized budgetary expenditures; and

77 (e) overall effectiveness of the program.

78 ~~_____ (2) The Superintendent shall incorporate data regarding certificates awarded~~
79 ~~within each participating LEA into the legislative report described in Subsection 53E-10-~~
80 ~~309(7)(d).]~~

81 ([3]2) An LEA may request a complete list of awarded certificates from the
82 Superintendent.

83

84 **R277-721-5. Distribution and Use of Funds.**

85 (1) An LEA may receive up to the LEA's requested amount not to exceed \$100,000
86 annually[for two years].

87 (2) An LEA may not use funds [for]to:

- 88 (a) fund non CTE or CE courses;
89 (b) [~~to~~]supplant local funds;
90 (c) pay indirect costs charged by the LEA;
91 (d) cover expenditures not listed in the LEA's proposed budget.

92

93 **KEY: PRIME, concurrent enrollment, CTE, early college**

94 **Date of Enactment or Last Substantive Amendment: November 10, 2020**

95 **Authorizing, and Implemented or Interpreted Law: [Art X Sec 3](#); [53E-3-401](#)**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-613, LEA Policies and Training Regarding Bullying, Cyber-bullying, Hazing, Retaliation, and Abusive Conduct (Amendment & Continuation)

Agenda item type:

Action Item

Recommended Action:

That the Committee continue and approve R277-613, Draft 1, on first reading and forward to the Board for continuation and approval on second and final reading.

Background:

R277-613 is approaching the time for its five year review. Staff recommends updating the rule to incorporate changes as a result of [HB 481](#) regarding notification requirements for student threats of suicide.

Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-3-401(4); 53G-9-607; 53E-3-501; 53G-8-209; 53G-9

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Attachments:

1. R277-613 - Draft 1 - May 2023 Committee

1 **R277. Education, Administration.**

2 **R277-613. LEA Policies and Training Regarding Bullying, Cyber-bullying, Hazing,**
3 **Retaliation, and Abusive Conduct.**

4 **R277-613-1. Authority and Purpose.**

5 (1) This rule is authorized by:

6 (a) Section [53G-9-606](#), which directs the board to monitor LEA development and
7 implementation of bullying and hazing policies;

8 (b) Section [53G-9-607](#), which directs the board to make rules that establish
9 standards for high quality training related to bullying, cyber-bullying, hazing, and
10 abusive conduct, and retaliation;

11 (c) Section [53E-3-501](#), which directs the Board to establish rules and minimum
12 standards for the public schools governing discipline and control;

13 (d) Section [53G-8-209](#), which requires the Board, when making rules regarding
14 student participation in co-curricular or extracurricular activities, to include:

15 (i) prohibitions against the use of foul, abusive, or profane language while in the
16 classroom, on school property, or during a school sponsored activity; and

17 (ii) prohibitions against hazing, demeaning, or assaultive behavior, whether
18 consensual or not;

19 (e) Utah Constitution [Article X, Section 3](#), which vests general control and
20 supervision over public education in the Board; and

21 (f) Subsection [53E-3-401](#)(4)(a), which allows the Board to make rules to execute
22 the Board's duties and responsibilities under the Utah Constitution and state law.

23 (2) The purpose of the rule is to:

24 (a) require LEAs to develop, update, and implement bullying, cyber-bullying,
25 hazing, retaliation, and abusive conduct policies at the school district and school level;

26 (b) provide for regular and meaningful training of school employees and
27 students;

28 (c) provide for enforcement of the policies in schools, at the state level and in
29 public school athletic programs; and

30 (d) require an LEA to review allegations of bullying, cyber-bullying, hazing,
31 retaliation, and abusive conduct.

32

33 **R277-613-2. Definitions.**

34 (1) "Abusive conduct" means the same as that term is defined in Subsection
35 [53G-9-601](#)(1).

36 (2)(a) "Bullying" means the same as that term is defined in Subsection [53G-9-](#)
37 [601](#)(2).

38 (b) The conduct described in Subsection [53G-9-601](#)(2) constitutes bullying,
39 regardless of whether the person against whom the conduct is committed directed,
40 consented to, or acquiesced in, the conduct.

41 (3) "Civil rights violation" means bullying, cyber-bullying, harassment, or hazing
42 that is targeted at a student based upon the students' or employees' identification as
43 part of any group protected from discrimination under the following federal laws:

44 (a) Title VI of the Civil Rights Act of 1964;

45 (b) Title IX of the Education Amendments of 1972;

46 (c) Section 504 of the Rehabilitation Act of 1973; or

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

48 (4) "Cyber-bullying" means the same as that term is defined in Subsection [53G-](#)
49 [9-601](#)(4).

50 (5) "Disruptive student behavior" means the same as that term is defined in
51 Subsection [53G-8-210](#)(1)(a).

52 (6) "Hazing" means the same as that term is defined in Subsection [53G-9-](#)
53 [601](#)(5).

54 (7)(a) "Incident" means one or more infractions committed by a student or group
55 of students acting in concert, at the same time and place.

56 (b) A single incident may involve one or more victims and one or more offenders.

57 (8) "Infraction" means an act of prohibited behavior.

58 (9) "LEA" includes, for purposes of this rule, the Utah Schools for the Deaf and
59 the Blind.

60 (10) "Participant" means any student, employee or volunteer coach participating
61 in a public school sponsored athletic program or activity, including a curricular, co-
62 curricular, or extracurricular club or activity.

63 (11) "Policy" means standards and procedures that:

64 (a) are required in Section [53G-9-605](#);

65 (b) include the provisions of Section [53G-8-202](#); and

66 (c) provide additional standards, procedures, and training adopted in an open
67 meeting by an LEA board that:

68 (i) define bullying, cyber-bullying, hazing, retaliation, and abusive conduct;

69 (ii) prohibit bullying, cyber-bullying, hazing, retaliation, and abusive conduct;

70 (iii) require regular annual discussion and training designed to prevent bullying,
71 cyber-bullying, hazing, and retaliation among school employees and students; and

72 (iv) provide for enforcement through employment action or student discipline.

73 (12) "Restorative justice practice" means a discipline practice that brings
74 together students, school personnel, families, and community members to resolve
75 conflicts, address disruptive behaviors, promote positive relationships, and healing.

76 (13) "Retaliate" or "retaliation" means the same as that term is defined in
77 Subsection [53G-9-601](#)(7).

78 (14) "School employee" means the same as that term is defined in Subsection
79 [53G-9-601](#)(10).

80 (15) "Trauma-Informed Care" means a strengths-based service delivery
81 approach that is grounded in an understanding of and responsiveness to the impact of
82 trauma, that emphasizes physical, psychological, and emotional safety for both the
83 alleged victim and the individual who is alleged to have engaged in prohibited conduct,
84 and that creates opportunities for targets to rebuild a sense of control and
85 empowerment.

86 (16) "Volunteer" means a non-employee with significant, unsupervised access to
87 students in connection with a school assignment.

88

89 **R277-613-3. Superintendent Responsibilities.**

90 (1) The Superintendent shall provide:

91 (a) a model policy on bullying, cyber-bullying, hazing, and retaliation as required
92 in Section [53G-9-606](#);

93 (b) subject to availability of funds, model training and training opportunities on:

94 (i) the prevention and identification of bullying, cyber-bullying, hazing, and
95 retaliation, that an LEA may use to train the LEA's employees, contract employees, and
96 volunteers, including coaches; and

97 (ii) the reporting and review requirements in Section R277-613-5;

98 (c) subject to availability of funds, evidence based practices and policies related
99 to the prevention of bullying, cyber-bullying, hazing, and retaliation.

100 (2) Although an LEA is required to have a policy on bullying, cyber-bullying,
101 hazing, retaliation and abusive conduct as described in Section [53G-9-605](#) and this rule
102 and provide training as described in Section [53G-9-607](#) and this rule, the LEA is not
103 required to use the model policy or model training developed by the Superintendent
104 described in Subsection (1).

105 (3) The Board may interrupt disbursements of funds consistent with Subsection
106 [53E-3-401](#)(8) and Rule [R277-114](#) for failure of an LEA to comply with:

107 (a) [Title 53G, Chapter 9](#), Bullying and Hazing; and

108 (b) this rule.

109 (4) In addition to the requirements of [Title 53G, Chapter 9](#), Bullying and Hazing
110 and this R277-613, LEAs are required to comply with applicable federal requirements.

111

112 **R277-613-4. LEA Responsibility to Create or Update Bullying Policies.**

113 (1) In addition to the requirements of Subsection [53G-9-605](#)(3), an LEA shall:

- 114 (a) develop, update, and implement policies as required by Section [53G-9-605](#)
115 and this rule, which shall include a prohibition on:
- 116 (i) bullying;
 - 117 (ii) cyber-bullying;
 - 118 (iii) hazing;
 - 119 (iv) retaliation;
 - 120 (v) abusive conduct; and
 - 121 (vi) making a false report.
- 122 (b) post a copy of the LEA's policy on the LEA website;
- 123 (c) develop an action plan to address a reported incident of bullying, cyber-
124 bullying, hazing, or retaliation;
- 125 (d) provide a requirement for a signed statement that meets the requirements of
126 Subsection [53G-9-605\(3\)\(h\)](#) annually; and
- 127 (e) review the policies required by this Subsection (1) regularly with input from
128 stakeholders, as described in Subsection [53G-9-605\(2\)\(a\)](#).
- 129 (2) A signed statement under Subsection (1)(d) may not be used as a substitute
130 for other training requirements as set forth in this rule.
- 131 (3)(a) As required by Section [53G-9-605](#), an LEA shall notify a student's parent
132 of:
- 133 (i) ~~[a parent's]~~the student's threat ~~[to commit]~~ of suicide; or
 - 134 (ii) an incident of bullying, cyber-bullying, hazing, or retaliation involving the~~[~~
135 ~~parent's]~~ student as a victim or an individual who is alleged to have engaged in
136 prohibited conduct.
- 137 (b) An LEA shall:
- 138 ~~[(i) notify a parent described in Subsection (3)(a) in a timely manner;]~~
 - 139 (i[i]) designate the appropriate school employee to provide parental notification;
 - 140 and
 - 141 (ii[i]) designate the format in which notification is provided to parents and
142 maintained by the LEA.

143 (c) An LEA shall:

144 (i) make a notification required in Subsection (3)(a) in a timely manner;

145 (ii) provide the parent with:

146 (A) suicide prevention materials and information as recommended by the
147 Superintendent in accordance with Subsection [53G-9-604\(2\)\(b\)](#); and

148 (B) information on ways to limit a student's access to fatal means, including
149 firearms or medication.

150 (4) Subject to the parental consent requirements of Section [53E-9-203](#), if
151 applicable, an LEA shall assess students about the prevalence of bullying, cyber-
152 bullying, hazing, and retaliation in LEAs and schools, specifically locations where
153 students are unsafe and additional adult supervision may be required, such as
154 playgrounds, hallways, and lunch areas.

155 (5) An LEA shall take strong responsive action against retaliation, including
156 assistance to victims and their parents in reporting subsequent problems and new
157 incidents.

158 (6)(a) An LEA shall provide that students, school employees, coaches, and
159 volunteers receive training on bullying, cyber-bullying, hazing, retaliation, and abusive
160 conduct from individuals qualified to provide such training.

161 (b) The training described in Subsection (5)(a) shall

162 (i) include information on:

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

164 (B) discrimination under the following federal laws:

165 (I) Title VI of the Civil Rights Act of 1964;

166 (II) Title IX of the Education Amendments of 1972;

167 (III) Section 504 of the Rehabilitation Act of 1973; and

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

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

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

177 (E) the right of free speech and how it differs for students, employees, and
178 parents;

179 (ii) complement the suicide prevention program required for students under Rule
180 [R277-620](#) and the suicide prevention training required for licensed educators consistent
181 with Subsection [53G-9-704](#)(1); and

182 (iii) include information on when issues relating to this rule may lead to student
183 or employee discipline.

184 (7) The training described in Subsection (6) shall be offered to:

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

187 (b) all school employees, coaches, and volunteers at least once every three
188 years after the initial training.

189 (8)(a) An LEA's policies developed under this section shall complement existing
190 school policies and research based school discipline plans.

191 (b) Consistent with Rule [R277-609](#), the discipline plan shall provide direction for
192 dealing with bullying, cyber-bullying, hazing, retaliation, abusive conduct, and disruptive
193 students.

194 (c) An LEA shall ensure that a discipline plan required by Rule [R277-609](#):

195 (i) directs schools to determine the range of behaviors and establish the
196 continuum of administrative procedures to be used by school personnel to address the
197 behavior of students;

198 (ii) provides for identification, by position, of individuals designated to issue
199 notices of disruptive student behavior, bullying, cyber-bullying, hazing, retaliation, and
200 abusive conduct;

- 201 (iii) designates to whom notices shall be provided;
- 202 (iv) provides for documentation of disruptive student behavior in the LEA's
203 student information system;
- 204 (v) includes strategies to provide for necessary adult supervision;
- 205 (vi) is clearly written and consistently enforced; and
- 206 (vii) includes administration, instruction and support staff, students, parents,
207 community council and other community members in policy development, training and
208 prevention implementation so as to create a community sense of participation,
209 ownership, support and responsibility.

210

211 **R277-613-5. Reporting and Incident Investigations of Allegations of Bullying,**
212 **Cyber-bullying, Hazing, Retaliation and Abusive Conduct.**

213 (1) In accordance with an action plan adopted in accordance with Subsection
214 R277-613-4(1)(c), an LEA shall:

215 (a) investigate allegations of incidents of bullying, cyber-bullying, hazing,
216 retaliation, and abusive conduct in accordance with this section;

217 (b) provide an individual who investigates allegations of incidents of bullying,
218 cyber-bullying, hazing, retaliation, and abusive conduct with adequate training on
219 conducting an investigation; and

220 (c) identify an LEA employee to be the point person with training and expertise
221 to assist, direct, and supervise training of other employees in the responsibilities
222 established in Subsections R277-613-5(1)(a) and (b).

223 (2)(a) An LEA shall investigate allegations of incidents described in Subsection
224 (1)(a) by interviewing:

225 (i) the alleged victim;

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

227 (iii) parents of the alleged victim and the individual who is alleged to have
228 engaged in prohibited conduct;

229 (iv) any witnesses;

- 230 (v) school staff familiar with the alleged victim;
- 231 (vi) school staff familiar with the individual who is alleged to have engaged in
232 prohibited conduct; or
- 233 (vii) other individuals who may provide additional relevant information.
- 234 (c) An individual who investigates an allegation of an incident shall inform an
235 individual being interviewed that:
- 236 (i) to the extent allowed by law, the individual shall keep all details of the
237 interview confidential; and
- 238 (ii) further reports of bullying will become part of the review.
- 239 (3) The confidentiality requirement in Subsection (2)(c) does not apply to:
- 240 (a) conversations with law enforcement professionals;
- 241 (b) requests for information pursuant to a warrant or subpoena;
- 242 (c) a state or federal reporting requirement; or
- 243 (d) other reporting required by this rule.
- 244 (4) In conducting an investigation under this section, an LEA may:
- 245 (a) review disciplinary reports of involved students; and
- 246 (b) review physical evidence, consistent with search and seizure law in schools,
247 which may include:
- 248 (i) video or audio;
- 249 (ii) notes;
- 250 (iii) email;
- 251 (iv) text messages;
- 252 (v) social media; or
- 253 (vi) graffiti.
- 254 (5) An LEA shall adopt a policy outlining under what circumstances the LEA will
255 report incidents of bullying, cyber-bullying, harassment, and retaliation to law
256 enforcement.

257 (6) An LEA shall adopt a policy outlining under what circumstances the LEA will
258 investigate and report incidents of bullying, cyber-bullying, retaliation, and abusive
259 conduct as civil rights violations.

260 (7) Following an investigation of a confirmed allegation of an incident of bullying,
261 cyber-bullying, hazing, retaliation, or abusive conduct, if appropriate, an LEA may:

262 (a) in accordance with the requirements in Subsection (6), take positive
263 restorative justice practice action, in accordance with policies established by the LEA;
264 and

265 (b) support involved students through trauma-informed practices, if appropriate.

266 (8)(a) An alleged victim is not required to participate in a restorative justice
267 practice as described in Subsection (7)(a) with an individual who is alleged to have
268 engaged in prohibited conduct.

269 (b) If an LEA would like a student to participate in a restorative justice practice,
270 the LEA shall notify the student's parent of the restorative justice practice and obtain
271 consent from the student's parent before including the student in the process.

272 (9) A grievance process required under Subsection [53G-9-605](#)(3)(f) shall be
273 consistent with the LEA's established grievance process.

274 (10) An LEA shall follow up with the parents of all parties to:

275 (a) inform parents when an investigation is concluded;

276 (b) inform parents what safety measures will be in place for their child, as
277 determined by the investigation;

278 (c) provide additional information about the investigation or the resolution
279 consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C.
280 1232g; and

281 (d) inform parents of appeal options, if available, if the parents disagree with
282 resolution of the investigation.

283 (11) An LEA shall, as required by Subsection [53G-9-606](#)(2), report the following
284 annually, on or before June 30, to the Superintendent in accordance with the
285 Superintendent's submission requirements:

- 286 (a) a copy of the LEA's policy required in Section R277-613-4;
- 287 (b) implementation of the signed statement requirement described in Subsection
- 288 [53G-9-605](#)(3)(h);
- 289 (c) verification of the LEA's training of school employees relating to bullying,
- 290 cyber-bullying, hazing, retaliation, and abusive conduct described in Section [53G-9-607](#);
- 291 (d) verified and alleged incidents of bullying, cyber-bullying, hazing, retaliation,
- 292 and abusive conduct;
- 293 (e) the number and type of incidents described in Subsection (11)(d) required to
- 294 be reported separately under federal law, including the reporting requirements in:
- 295 (i) Title VI of the Civil Rights Act of 1964;
- 296 (ii) Title IX of the Education Amendments of 1972;
- 297 (iii) Section 504 of the Rehabilitation Act of 1973; and
- 298 (iv) Title II of the Americans with Disabilities Act of 1990; and
- 299 (f) the number and type of incidents described in Subsection (11)(d) that include
- 300 a student or LEA employee who was bullied, cyber-bullied, hazed, or retaliated against
- 301 based on the student's or LEA employee's actual or perceived characteristics, including
- 302 disability, race, national origin, religion, sex, gender identity, or sexual orientation.
- 303 (12) The requirements of this Rule R277-613 are in addition to any federal
- 304 requirements, including reporting civil rights violations to the appropriate entities and
- 305 taking other appropriate action.

306

307 **R277-613-6. Training by LEAs Specific to Participants in Public School Athletic**

308 **Programs and School Clubs.**

- 309 (1)(a) Prior to any student, employee or volunteer coach participating in a public
- 310 school sponsored athletic program, both curricular and extracurricular, or extracurricular
- 311 club or activity, the student, employee or coach shall participate in bullying, cyber-
- 312 bullying, hazing, retaliation, and abusive conduct prevention training.
- 313 (b) A training described in Subsection (1)(a) shall be offered to new participants
- 314 on an annual basis and to all participants at least once every three years.

315 (2) An LEA shall inform student athletes and extracurricular club members of
316 prohibited activities under this rule and potential consequences for violation of the law
317 and the rule.

318 (3) An LEA shall maintain training participant lists or signatures, to be provided
319 to the Board upon request.

320

321 **R277-613-7. Abusive Conduct.**

322 (1) An LEA shall prohibit abusive conduct.

323 (2) An LEA's bullying, cyber-bullying, hazing, abusive conduct, and retaliation
324 policy, required in Section [53G-9-605](#) and this rule, shall include a grievance process for
325 a school employee who has experienced abusive conduct as described in Subsection
326 [53G-9-605](#)(3)(f).

327

328 **KEY: abusive conduct, bullying, harassment, hazing, training**

329 **Date of Last Change:**

330 **Notice of Continuation:**

331 **Authorizing, and Implemented or Interpreted Law: [Art X Sec 3](#); [53E-3-401](#)(4); [53G-](#)
332 [9-607](#); [53E-3-501](#); [53G-8-209](#); 53G-9**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-522, Entry Years Enhancements (EYE) for Quality Teaching - Level 1 Utah Teachers (Repeal)

Agenda item type:

Action Item

Recommended Action:

That the Committee repeal R277-522 on first reading and recommend the Board repeal the rule on second and final reading.

Background:

R277-522 is due by its own language to sunset on June 30, 2023. Staff recommends repealing the rule to effectuate the sunset provision.

Staff will present R277-522, Repeal, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-6-103(2)(a)(iii); 53E-6-301; 53E-3-401(4)

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Attachments:

1. R277-522 - Repeal - May 2023 Committee

1 **R277. Education, Administration.**

2 ~~**[R277-522. Entry Years Enhancements (EYE) for Quality Teaching – Level 1 Utah**~~
3 ~~**Teachers.**~~

4 ~~**R277-522-1. Authority and Purpose.**~~

5 ~~—— (1) This rule is authorized by:~~

6 ~~—— (a) Utah Constitution Article X, Section 3, which vests general control and~~
7 ~~supervision over public education in the Board;~~

8 ~~—— (b) Subsection 53E-3-401(4), which allows the Board to make rules to execute~~
9 ~~the Board's duties and responsibilities under the Utah Constitution and state law;~~

10 ~~—— (c) Subsection 53E-6-103(2)(a)(iii), which finds that the implementation of~~
11 ~~progressive strategies regarding induction, professional development and evaluation~~
12 ~~are essential in creating successful teachers; and~~

13 ~~—— (d) Section 53E-6-301, which directs the Board to establish rules for the training~~
14 ~~and experience required of educator license applicants.~~

15 ~~—— (2) The purpose of this rule is to outline required entry years enhancements of~~
16 ~~professional and emotional support for Level 1 teachers to develop successful teaching~~
17 ~~skills and strategies with assistance from experienced colleagues.~~

18

19 ~~**R277-522-2. Definitions.**~~

20 ~~—— (1) "Comprehensive Administration of Credentials for Teachers in Utah~~
21 ~~Schools" or "CACTUS" has the same meaning as set forth in Subsection R277-512-~~
22 ~~2(1).~~

23 ~~—— (2) "Entry years" means the three years a beginning teacher holds a Level 1~~
24 ~~license.~~

25 ~~—— (3) "Interstate New Teacher Assessment and Support Consortium" or "INTASC"~~
26 ~~means the organization that has established Model Standards for Beginning Teacher~~
27 ~~Licensing and Development, which include ten principles reflecting what beginning~~
28 ~~teachers should know and be able to do as a professional teacher.~~

29 ~~—— (4) "LEA" includes, for purposes of this rule, the Utah Schools for the Deaf and~~
30 ~~the Blind.~~

31 ~~—— (5) "Level 1 license" has the same meaning as set forth in Subsection R277-~~
32 ~~503-2(9).~~

33 ~~—— (6) "Level 2 license" has the same meaning as set forth in Subsection R277-~~
34 ~~503-2(10).~~

35 ~~—— (7) "Level 3 license" has the same meaning as set forth in Subsection R277-~~
36 ~~503-2(11).~~

37 ~~—— (8) "Mentor" means a Level 2 or Level 3 educator, who is trained to advise and~~
38 ~~guide Level 1 teachers.~~

39 ~~—— (9) "Praxis II" or "Praxis II - Principles of Learning and Teaching" is a widely~~
40 ~~used standards-based test designed by the Educational Testing Services to assess a~~
41 ~~beginning teacher's pedagogical knowledge.~~

42 ~~—— (10) "Professional development" means locally or Board-approved education-~~
43 ~~related training or activities that enhance an educator's background consistent with Rule~~
44 ~~R277-501.~~

45 ~~—— (11) "Teaching assessment or evaluation" means an observation of a Level 1-~~
46 ~~teacher's instructional skills by a school district or school administrator using an-~~
47 ~~evaluation tool based on or similar to INTASC principles.~~

48 ~~—— (12) "Working portfolio" means a collection of documents prepared by a Level 1-~~
49 ~~teacher and used as a tool for evaluation.~~

50

51 ~~**R277-522-3. Required Entry Years Enhancements Requirements for a Level 1-**~~
52 ~~**Teacher to Advance to a Level 2 License.**~~

53 ~~—— (1) Prior to advancement to a Level 2 license, a Level 1 teacher shall:~~

54 ~~—— (a) satisfactorily collaborate with a trained mentor;~~

55 ~~—— (b) pass a required pedagogical exam;~~

56 ~~—— (c) complete three years of employment and evaluation; and~~

57 ~~—— (d) compile a working portfolio.~~

- 58 ~~—— (2) A principal shall assign a mentor to each Level 1 teacher in the first~~
59 ~~semester of teaching to supervise and act as a resource for the entry level teacher.~~
- 60 ~~—— (3) A mentor teacher shall teach in the same school, and where feasible, in the~~
61 ~~same subject area as the Level 1 teacher.~~
- 62 ~~—— (4) A mentor assigned in accordance with Subsection (2) shall:~~
- 63 ~~—— (a) hold a Level 2 or 3 license; and~~
- 64 ~~—— (b) have completed a mentor training program including continuing professional~~
65 ~~development.~~
- 66 ~~—— (5) A mentor assigned in accordance with Subsection (2) shall:~~
- 67 ~~—— (a) guide the Level 1 teacher to meet the procedural demands of the school and~~
68 ~~school district;~~
- 69 ~~—— (b) provide moral and emotional support;~~
- 70 ~~—— (c) arrange for opportunities for the Level 1 teacher to observe teachers who~~
71 ~~use various models of teaching;~~
- 72 ~~—— (d) share personal knowledge and expertise about new materials, planning~~
73 ~~strategies, curriculum development and teaching methods;~~
- 74 ~~—— (e) assist the Level 1 teacher with classroom management and discipline;~~
- 75 ~~—— (f) support the Level 1 teacher on an ongoing basis;~~
- 76 ~~—— (g) help the Level 1 teacher to understand the implications of student diversity~~
77 ~~for teaching and learning;~~
- 78 ~~—— (h) engage the Level 1 teacher in self-assessment and reflection; and~~
- 79 ~~—— (i) assist with development of the Level 1 teacher's portfolio.~~
- 80 ~~—— (6) A Level 1 teacher shall pass the Praxis II with a qualifying score of at least~~
81 ~~160 prior to advancing to Level 2 licensure.~~
- 82 ~~—— (a) A Level 1 teacher may take the Praxis II successive times.~~
- 83 ~~—— (b) The Superintendent shall post a Level 1 teacher's Praxis II results in~~
84 ~~GACTUS.~~
- 85 ~~—— (7) A Level 1 teacher shall successfully complete evaluation through an LEA or~~
86 ~~accredited private school.~~

87 ~~—— (a) A Level 1 teacher shall maintain full employment for three years in an LEA~~
88 ~~or accredited private school.~~

89 ~~—— (b) An employing LEA or accredited private school may, following evaluation of~~
90 ~~a Level 1 teacher's experience, determine that teaching experience outside of the Utah~~
91 ~~public schools satisfies the teaching experience requirement of this rule.~~

92 ~~—— (c) An LEA has discretion in determining the employment or reemployment~~
93 ~~status of individuals.~~

94 ~~—— (d)(i) A Level 1 teacher's employing LEA or accredited private school is~~
95 ~~responsible for conducting the evaluations required under this rule.~~

96 ~~—— (ii) An LEA may assign evaluations required under this rule to a school~~
97 ~~principal.~~

98 ~~—— (e) A Level 1 teacher's evaluations shall take place at least twice during the first~~
99 ~~year of teaching and at least twice during each of the following two years with a~~
100 ~~satisfactory final evaluation.~~

101 ~~—— (8) A Level 1 teacher shall compile a working portfolio during the teacher's entry~~
102 ~~years.~~

103 ~~—— (a) A Level 1 teacher's employing LEA or accredited private school shall review~~
104 ~~and evaluate the portfolio.~~

105 ~~—— (b) The Superintendent may review the portfolio upon request during the Level~~
106 ~~1 teacher's second year of teaching.~~

107 ~~—— (9) A portfolio required under Subsection (8) shall be based upon INTASC~~
108 ~~principles; and may:~~

109 ~~—— (a) include teaching artifacts;~~

110 ~~—— (b) include notations explaining the artifacts; and~~

111 ~~—— (c) include a reflection and self-assessment of the teacher's own practice; or~~

112 ~~—— (d) be interpreted broadly to include the employing LEA's or accredited private~~
113 ~~school's requirement of samples of the first year teaching experience.~~

114

115 **~~R277-522-4. Satisfaction of Entry Years Enhancements.~~**

116 ~~—— (1) If a Level 1 teacher fails to complete all enhancements as enumerated in~~
117 ~~Section R277-522-3, the Level 1 teacher may remain in a provisional employment~~
118 ~~status until the Level 1 teacher completes the enhancements.~~

119 ~~—— (a) An LEA or accredited private school may make a written request to the~~
120 ~~Superintendent for a one year extension of the Level 1 license in order to provide time~~
121 ~~for the educator to satisfy entry years enhancements.~~

122 ~~—— (b) A Level 1 teacher may repeat some or all of the entry years enhancements.~~

123 ~~—— (c) An opportunity to repeat or appeal an incomplete or unsatisfactory entry~~
124 ~~years enhancements process shall be designed and offered by the employing LEA or~~
125 ~~accredited private school.~~

126 ~~—— (2) An LEA or accredited private school shall make an annual recommendation~~
127 ~~to the Board of teachers approved in its schools to receive a Level 2 license, including~~
128 ~~documentation demonstrating completion of the enhancements.~~

129 ~~—— (3) An LEA or accredited private school may also report the names of teachers~~
130 ~~who did not successfully complete entry years enhancements to the Board.~~

131 ~~—— (4) The Superintendent shall prepare an annual report tracking the success of~~
132 ~~retention and the job satisfaction of Utah educators who complete the entry years~~
133 ~~enhancement program.~~

134

135 ~~**R277-522-5. Sunset Clause.**~~

136 ~~—— (1) This rule will sunset on June 30, 2023.~~

137 ~~—— (2) An individual holding a current Level 1 license on January 1, 2020 may be~~
138 ~~upgraded to a Level 2 license without completing the requirements of Subsection R277-~~
139 ~~522-3(6).~~

140

141 ~~**KEY: mentoring, teachers**~~

142 ~~**Date of Last Change: August 19, 2019**~~

143 ~~**Notice of Continuation: September 15, 2022**~~

Repeal
April 12, 2023

144 ~~Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-6-~~
145 ~~103(2)(a)(iii); 53E-6-301; 53E-3-401(4)]~~

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: R277-314, Provider Specific Licenses (New)

Agenda item type:

Action Item

Recommended Action:

That the Committee approve R277-314, Draft 1, on first reading and forward to the Board for approval on second and final reading.

Background:

As a result of the passage of [SB 167](#), the Board is required to create a new provider-specific license for limited use by online course providers. R277-314 is proposed to establish rules for the new license type.

Staff will present R277-314, Draft 1, for consideration and approval.

Authorizing, and Implemented or Interpreted Law: Article X, Section 3; 53E-3-401(4); 53E-6-201(1)(d)

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Attachments:

1. SB167 LEA-S vs Provider-Specific Comparison 2023
2. R277-314 - Draft 1 - May 2023 Committee

"LEA-Specific License" vs. Proposed "Provider-Specific License"
Requirements and Constraints Comparison - May 2023

<i>"LEA-Specific License"</i>			<i>Proposed "Provider-Specific License"</i>		
LEA-Specific License Requirement/Constraint	Type of Requirement/Constraint	Where found in Code/Rule?	Provider-Specific Requirement/Constraint	Type of Requirement/Constraint	Where found in Code/Rule?
1 Background Check 53G-11-403	Educator Requirement	53G-11-403; R277-301-10; R277-301-7 (8)	Same; applies to all licensees	Educator Requirement	53G-11-403; R277-301-10; R277-301-7 (8)
2 Educator Ethics Review, less than 1 year old	Educator Requirement	R277-301-7 (8) b)	Same; applies to all licensees	Educator Requirement	R277-301-7 (8) b)
3 Renewal Allowed: 60 renewal hours, ethics, student/data privacy training	Educator Requirement	R277-301-7 (7); R277-302; R277-486-9	Renwal Allowed: professional learning renewal hours, ethics, student/data privacy training	Educator Requirement	R277-314 Draft 1 Lines 66-71, 81-82; R277-302, R277-487-9
4 Valid only within requesting LEA	License Constraint	R277-301-7 (2)	Valid only within requesting provider program	License Constraint	R277-314 Draft 1 Line 62-63
5 Valid for 3 years	License Constraint	R277-301-7 (3)	Valid for 3 years	License Constraint	R277-314 Draft 1 Lines 64-65
6 Limited to general education teachers & administrators	License Constraint	R277-301-7 (4)	Limited to general education teachers	License Constraint	R277-314 Draft 1 Lines 25-32
7 Does not include Drivers Education endorsement	License Constraint	R277-301-7 (5)	Provider-specific endorsement not allowed for driver's education	License Constraint	R277-314 Draft 1 Line 78
8 Expires immediately upon end of educator's employment in LEA	License Constraint	R277-301-7 (6)	Expires immediately upon end of provider's utilization of educator within provider program	License Constraint	R277-314 Draft 1 Lines 79-80
9 Policy established & posted on LEA's website	LEA Requirement	R277-301-7 (1) (a)	Policy established & posted on provider's website	Provider Requirement	R277-314 Draft 1 Lines 47-48
11 Policy: Educator preparation & support aligned to UETS	LEA Requirement	R277-301-7 (1) (a) (i)	Policy: Educator preparation & support aligned to UETS	Provider Requirement	R277-314 Draft 1 Lines 50-52
12 Policy: Criteria for employment with LEA-Specific	LEA Requirement	R277-301-7 (1) (a) (ii)	Policy: Criteria for utilization/assignment of educator with Provider-Specific license	Provider Requirement	R277-314 Draft 1 Line 53
13 Policy: Compliance to LEA-Specific License Rule, R277-301	LEA Requirement	R277-301-7 (1) (a) (iii)	Policy: Compliance to Provider-Specific License Rule, R277-314	Provider Requirement	R277-314 Draft 1 Line 54
14 LEA Governing Board Applies on behalf of educator	LEA Requirement	R277-301-7 (1) (b)	Provider applies on behalf of educator	Provider Requirement	R277-314 Draft 1 Line 55
15 LEA Training (First Year): Educator ethics	LEA Requirement	R277-301-7 (1) (d)	Provider Training (First Year): Educator ethics	Provider Requirement	R277-314 Draft 1 Lines 57-58

"LEA-Specific License" vs. Proposed "Provider-Specific License"
Requirements and Constraints Comparison - May 2023

<i>"LEA-Specific License"</i>			<i>Proposed "Provider-Specific License"</i>		
LEA-Specific License Requirement/Constraint	Type of Requirement/Constraint	Where found in Code/Rule?	Provider-Specific Requirement/Constraint	Type of Requirement/Constraint	Where found in Code/Rule?
16 LEA Training (First Year): Classroom management and instruction	LEA Requirement	R277-301-7 (1) (d)	Provider Training (First Year): Classroom management and instruction	Provider Requirement	R277-314 Draft 1 Line 59
17 LEA Training (First Year): Basic special education law and instruction	LEA Requirement	R277-301-7 (1) (d)	Provider Training (First Year): Basic special education law and instruction	Provider Requirement	R277-314 Draft 1 Line 60
18 LEA Training (First Year): UETS (R277-530)	LEA Requirement	R277-301-7 (1) (d)	Provider Training (First Year): UETS (R277-530)	Provider Requirement	R277-314 Draft 1 Line 61
19 Renewal request if educator meets PL requirements (60 hours)	LEA Requirement	R277-301-7 (7)	Renewal request if educator meets PL requirements (60 hours)	Provider Requirement	R277-314 Draft 1 Lines 66-71
20 LEA Governing Board Approves in Open meeting, less than 60 days prior to application & includes rationale	LEA Requirement	R277-301-7 (8) (c)	Provider requests license less than 60 days prior to application & includes rationale	Provider Requirement	R277-314 Draft 1 Lines 43-44
21 LEA Policy: Content knowledge & pedagogical knowledge requirements	LEA Requirement	R277-301-7 (9)	Provider Policy: Content knowledge & pedagogical knowledge requirements	Provider Requirement	R277-314 Draft 1 Lines 83-84
22 Notification: Posted on school website	LEA Requirement	R277-301-7 (10)	Notification: Posted on provider website	Provider Requirement	R277-314 Draft 1 Lines 85-86
23 Notification: "We employ individuals holding LEA-specific licensure"	LEA Requirement	R277-301-7 (10) (a)	Notification: "We employ individuals holding Provider-specific licensure"	Provider Requirement	R277-314 Draft 1 Lines 87-88
24 Notification: Explanation of license types	LEA Requirement	R277-301-7 (10) (b)	Notification: Explanation of license types	Provider Requirement	R277-314 Draft 1 Line 89
25 Notification: Percentage of licensure types of employed educators, by FTE	LEA Requirement	R277-301-7 (10) (c)	Notification: Percentage of licensure types of employed educators, by FTE	Provider Requirement	R277-314 Draft 1 Lines 90-92
26 Notification: Link to Utah Educator Look-up Tool (R277-312-7 (6))	LEA Requirement	R277-301-7 (10) (d)	Notification: Link to Utah Educator Look-up Tool (R277-312-7 (6))	Provider Requirement	R277-314 Draft 1 Lines 93-94

1 **R277. Education, Administration.**

2 **R277-314. Provider Specific Licenses.**

3 **R277-314-1. Authority and Purpose.**

4 (1) This rule is authorized by:

5 (a) Utah Constitution [Article X, Section 3](#), which vests general control and
6 supervision over public education in the Board;

7 (b) Subsection [53E-3-401\(4\)](#), which allows the Board to make rules to execute
8 the Board's duties and responsibilities under the Utah Constitution and state law; and

9 (c) Subsection [53E-6-201\(1\)\(d\)](#), which requires the Board to establish a provider-
10 specific license for educators providing academic instruction in online programs.

11 (2) The purpose of this rule is to set requirements and procedures for obtaining
12 and using a provider-specific educator license.

13
14 **R277-314-2. Definitions.**

15 (1) "Authorized online course provider" or "provider" means the same as the term
16 is defined in Subsection [53F-4-501\(1\)](#).

17 (2) "Endorsement" means the same as the term is defined in Section [R277-301-](#)
18 [2](#).

19 (3) "License areas of concentration" or "license area" means the same as the
20 term is defined in Section [R277-301-2](#).

21 (4) "Renew" means to reissue or extend the length of time an educator license is
22 valid consistent with Rule [R277-302](#).

23
24 **R277-314-3. Provider-Specific Educator License Structure.**

25 (1) A provider-specific educator license shall include at least one of the following
26 license areas of concentration:

27 (a) Elementary;

28 (b) Secondary; or

29 (c) Career and Technical Education;

30 (2) A provider may only request a license area identified in Subsection (1).

31 (3) A provider-specific license may only include provider-specific license areas
32 and endorsements.

33

34 **R277-314-4. Provider-Specific Educator License Requirements.**

35 (1) The general requirements for a provider-specific educator license shall
36 include:

37 (a) completion of a criminal background check, including:

38 (i) review of any criminal offenses and clearance in accordance with Rule [R277-](#)
39 [214](#); and

40 (ii) continued monitoring in accordance with Subsection [53G-11-403\(1\)](#);

41 (b) completion of the educator ethics review no more than one calendar year
42 before the application; and

43 (c) submission of a request by the provider no more than 60 days before the
44 application, which includes the rationale for the request.

45 (2) The Superintendent may issue a provider-specific educator license to a
46 candidate if:

47 (a) the provider requesting the provider-specific educator license has an adopted
48 policy, posted on the provider's website, which includes:

49 (i) educator preparation and support:

50 (A) as established by the authorized online course provider; and

51 (B) aligned with the Utah Effective Teaching Standards described in Rule [R277-](#)
52 [530](#);

53 (ii) criteria for utilizing educators with a provider-specific license; and

54 (iii) compliance with all requirements of this rule;

55 (b) the provider applies on behalf of the candidate;

56 (c) the candidate meets all the requirements in this Section R277-314-4; and

57 (d) within the first year of employment, the provider trains the candidate on:

58 (i) educator ethics;

- 59 (ii) classroom management and instruction;
60 (iii) basic special education law and instruction; and
61 (iv) the Utah Effective Teaching Standards, described in [R277-530](#).
62 (3) A provider-specific license, license area, or endorsement is valid only for an
63 authorized online course provider's programs and the educator's current assignment.
64 (4)(a) A provider-specific license, license area, or endorsement is valid for three
65 years.
66 (b) A provider-specific license may renew after July 1 of the year of expiration.
67 (c) Prior to qualifying for renewal, an individual that holds a provider-specific Utah
68 educator license shall:
69 (i) comply with the provider's policy for employment and professional learning;
70 (ii) provide documentation of 60 renewal hours, consistent with Section [R277-](#)
71 [302-7](#);
72 (iii) complete the USBE educator ethics review during the year prior to the date of
73 renewal;
74 (iv) maintain ongoing background monitoring in accordance with Section [53E-6-](#)
75 [401](#); and
76 (v) complete student and data security and privacy training for educators as
77 described in Section [R277-487-9](#).
78 (5) A provider may not issue a provider-specific endorsement in driver education.
79 (6) A provider-specific license expires immediately if the educator's assignment
80 with the authorized online course provider that requested the license ends.
81 (7) A provider may request renewal of a provider-specific license if an educator
82 meets professional learning requirements established by the Superintendent.
83 (8) The content knowledge and pedagogical requirements for a provider-specific
84 educator license shall be established by the authorized online course provider.
85 (9) A provider that requests a provider-specific license, license area, or
86 endorsement shall prominently post the following information on the provider's website:
87 (a) disclosure of the fact that the provider utilizes individuals holding provider-

88 specific educator licenses, license areas, or endorsements;
89 (b) an explanation of the types of licenses issued by the provider;
90 (c) the percentage of the types of licenses, license areas, and endorsements
91 held by educators employed by the provider, based on the employees' FTE as reported
92 to the Superintendent; and
93 (d) a link to the Utah Educator Look-up tool provided by the Superintendent in
94 accordance with Subsection [R277-312-7\(6\)](#).

95

96 **KEY: License, Provider-specific**

97 **Date of Enactment or Last Substantive Amendment:**

98 **Authorizing, and Implemented, or Interpreted Law: [Article X, Section 3; 53E-3-](#)**
99 **[401\(4\); 53E-6-201\(1\)\(d\)](#)**

UTAH STATE BOARD OF EDUCATION

Subject:

ACTION: Amendments to the Board Bylaws

Agenda item type:

Action Item

Recommended Action:

That the Committee approves Article V, Draft 1, of the Board Bylaws and forwards them for approval to the Board.

Background:

Board leadership directed staff to bring Article V of the Board bylaws forward for consideration in light of ongoing confusion over disclaimer requirements for Boardmember statements and social media posts.

Staff will present Article V, Draft 1, for committee consideration.

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Attachments:

1. Board Bylaws Article V - Draft 1 - May 2023 Committee

1 **ARTICLE V—ROLE OF THE BOARD AND MEMBERS**

2 1) The duties of members shall include the “general supervision and control of public
3 education” as described in the Article X, Section 3, Utah Constitution.

4 2) Statutory duties of the Board and Members shall be followed as outlined in Utah Code as
5 referenced in Appendix A which shall be updated annually.

6 3) Other duties as assigned by the Board Chair.

7 4) Members promote and advocate for effective public education in the state of Utah. The role
8 and expectations of Members for communications and advocacy include the following:

9 a) Members who post or comment on social media do so in an ethical and civil manner [~~and~~
10 ~~provide a disclaimer for any post or interactions that do not represent the official actions or~~
11 ~~positions of the Board~~];

12 b) When communicating with the public electronically, by mail, or in person, Members shall use
13 each in an ethical and civil manner [~~and provide a disclaimer when the communication does not~~
14 ~~represent the official actions or positions of the Board~~];

15 c) The roles and expectations on communications and advocacy are described in further detail
16 In Board Policy 2004; and

17 d) Violation of the Board Policy described in subsection (c) is subject to the consequences listed
18 in Article IV(13).

19 e) Committees listed in Appendix B are advisory to the Board, therefore Members may not
20 attend or participate unless specifically stated in statute or Board policy.

21 f) Interactions with Agency Staff:

22 i) Members may contact appropriate agency staff regarding items that appear on Board
23 agendas;

24 ii) For non-agenda items, Members may ask questions or make requests of agency staff through
25 the following process:

26 A) If the issue requires research or will take more than a nominal amount of staff time or
27 analysis:

28 (a) Make the request during a standing committee meeting for further consideration; or

29 (b) Send the request to Board leadership for further assignment. or

30 B) Once a request under subsection (a) has been fulfilled the information shall be provided to
31 the Board; and

- 32 C) If the issue will take only a nominal amount of staff time or analysis, Members may contact
33 the relevant staff member or Superintendency; and
- 34 iii) Members may not direct, influence, or control the day-to-day operations conducted by staff
35 as overseen by the Superintendent.

UTAH STATE BOARD OF EDUCATION

Subject:

DISCUSSION: Board Policy 1004, Advisory Groups

Agenda item type:

Discussion Item

Recommended Action:

That the Committee directs staff to prepare a draft of Board Policy 1004 based on the discussion for consideration in a future meeting.

Background:

Board Policy 1004 was reviewed and approved by the Law and Licensing Committee in March. As part of the discussion, the Committee approved a request for Board Policy 1004 to be assigned to the Committee again to discuss Board Member participation in advisory groups. The Committee will discuss issues related to Board Member participation and may provide direction to staff for future amendments to the policy.

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Attachments:

1. Advisory Groups Information
2. Board Policy 1004, Advisory Groups - Approved 4-6-2023

Advisory Committee on Equity of Educational Services for Students (ACEESS)

Staff Contact(s):

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Sydney Tesch
Administrative Assistant
Phone: (801) 538-7614 | [E-mail](#)

Process:

- Vacancy announcements are sent to current ACEESS members and individuals who have been designated by LEA leaders to receive updates regarding educational equity
 - Individuals range from superintendents and charter directors to equity directors
 - These individuals are selected by the LEAs, not USBE staff
 - The invitation was initially sent out by former Director of Public Affairs, Mark Peterson to all superintendents and charter directors as an opt-in opportunity
- Per [Board Policy 5001](#), ACEESS is directed to “establish and maintain contact with persons, groups, or associations that have an interest in the welfare of underrepresented students including those who are at risk for underachievement.”

Assessment and Accountability Policy Advisory Committee (AAPAC)

- Assistant Superintendent Darin Nielsen

Charter School Revolving Account Committee — no staff listed

Personal Competency Based Learning (PCBL) Committee, formally known as the Competency-Based Education (CBE) Review Committee

Staff Contact(s):

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Katie Dewey Hill
Educator Effectiveness Specialist
Phone: (801) 538-7766 | [E-mail](#)

Process:

- [Utah Code 53F-5-502](#) sets forth the purpose of the committee as well as its membership
- Current members were all selected before Michael Hakkarinen joined USBE but he has set forth a tentative process regarding adding new members
 - Open positions would be advertised to all LEAs participating in the PCBL grant program through email
 - LEAs would suggest stakeholders they would like to invite to serve
 - LEA representatives would decide as a committee how positions would be advertised

Computer Science Advisory Committee — no staff listed

Digital Teaching and Learning Advisory Committee

- Rick Gaisford

Student Advisory Council (SAC)

Staff Contact(s):

Sarah Young
Chief of Staff

Phone: (801) 538-7528 | [E-mail](#)

Greg Connell
Policy Analyst

Phone: (801) 538-7957 | [E-mail](#)

Process:

- Vacancies are posted on the USBE website, shared with applicable board members, and posted on USBE social media at the direction of Board Leadership
- Vacancies may be shared with LEA heads, which includes superintendents and charter directors, but staff have not finalized that for future recruitment at this time
- Board members select the representative for their district from the submitted applications

Student Data Policy Advisory Group (SDPAG)

Staff Contact

Katy Challis
Director of Privacy

Phone: (801) 538-7894 | [E-mail](#)

Process:

- A process has not been established for recruiting membership to SDPAG. Director Challis plans to reach out to Whitney Phillips, Utah State Privacy Officer, and Deputy Stallings for suggestions

Student Data Users Advisory Group (SDUAG)

Staff Contact

Katy Challis
Director of Privacy

Phone: (801) 538-7894 | [E-mail](#)

Process:

- The process is currently tentative as Director Challis has not yet been involved in changes to the advisory group membership

- Open positions would be advertised to data users in LEAs by sending out notice using three methods:
 - The Student Data Privacy newsletter (about 500 subscribers)
 - The C-Forum listserv (network of edtech-minded folks across the state)
 - The TCC listserv (tech directors network)
- A survey question about advisory group membership was also sent to data managers (the privacy point person at each LEA) in November 2022 during the annually required compliance report

School Readiness Board

- Jared Lisonbee

School Safety and Crisis Line Commission

- Rhett Larsen

Standards Assessment Parent Review Committee — no staff listed

State Instructional Materials Commission (IMC)

Staff Contact

Teri Davis

Physical Education Specialist/Curriculum Content Specialist

Phone: (801) 538-7655 | [E-mail](#)

Process:

- Open positions are advertised through the outlets:
 - USBE website
 - Curriculum Directors Listserv
 - Higher Educations Associations
 - Elementary and Secondary Education Leadership Associations
 - Any other stakeholder listserve or emailing lists available
- Vacancies are communicated out to any lists available to give broad public notice which includes the application form for the specific positions available
- Principals, teachers, and community members have a specific number of positions according to [Utah Code 53E-4-402](#)
- Applications and notices can be sent to any organization requesting notice or application information
- Due to the nature of needing specific positions filled, this is why some organizations, such as the Utah Association of Secondary Principals, are notified to have an applicant(s) apply for the specific vacancy available

Trust Lands Advisory Group (TLAC)

Staff Contact

Paula Plant

Director, School Children's Trust

Phone: (801) 538-5655 | [E-mail](#)

Process:

- All sitting TLAC members are kept apprised of open positions and asked that they forward the notice link to the members of the organizations they represent
- The notice of open positions is shared differently depending on the position open
 - If it is an elementary principal position, the Elementary Principal Association is notified
 - If the vacancy is for the charter school position, notice is sent to the charter list serve
- If no applications have been received by a week from the application due date, staff or committee members may reach out personally to anyone they think might be interested
 - This could include parents that call regularly with questions or a principal who has shown particular interest in the Program or councils
- Here is a list of organizations that have been sent notices in the past:
 - The council/charter council list
 - Through the committee members...
 - Utah PTA
 - Utah School Boards Association
 - Superintendents
 - Charter Schools
 - Elementary Principals
 - Secondary Principals
 - Business Administrators
 - Advocacy Office
 - SITLA
 - SITFO

Utah Education and Telehealth Network (UETN) Board

- Deputy Superintendent Patty Norman

Utah Schools for the Deaf and the Blind Advisory Council

Staff Contact

Tamara Flint

Executive Assistant to the USDB Superintendent

Phone: (801) 629-4712 | [E-mail](#)

Process:

- USDB advertises vacancies on the USBE website, USDB website, and social media platforms
- Current Advisory Council members also spread the word via their connections with DSVBI, Robert G Sanderson Center for the Deaf, and our connections to local school districts
- USDB Directors also help advertise when the vacancies available involve parents of deaf or blind children

Utah Special Education Advisory Panel (USEAP)

Utah Special Education Advisory Panel (USEAP)

Staff Contact

Leah Voorhies

Assistant Superintendent of Student Support/State Director of Special Education

Phone: (801) 538-7898 | [E-mail](#)

Process:

- Panel members are kept updated on the openings
- No external “advertisements” are made
- If individuals contact Dr. Voorhies, asking how they can contribute to a conversation on special education, she refers them to the [Advisory Committee’s website](#) and describes the work of the Panel

Utah State Charter School Board

- Jennifer Lambert
- Joanne Castillo

Utah Transparency Advisory Board

- Scott Jones

Utah State Board of Education Policy
Policy Number: 1004
Policy Name: Advisory Groups
Date Approved: April 6, 2023

By this policy, the Utah State Board of Education, “the Board,” establishes the following internal rules and procedures regarding groups that are advisory to the Board:

1. Definitions

For the purposes of this policy, the following definitions apply:

- a. “Board advisory group” means an advisory group created by:
 - i. statute, which is under the authority of the Board; or
 - ii. the Board through Board policy.
- b. “Outside advisory group” means a group created in statute to which the Board is directed to appoint members. The Board does not have authority or control over outside advisory groups.
- c. “Task force” means a time-limited committee or other working group created by a vote of the Board to work on a specific project.

2. Board Advisory Groups

- a. Members will be appointed as follows:
 - i. USBE advisory group vacancies will be posted on the Board’s website and advertised to stakeholders;
 - ii. all nominations shall be received through the application form and presented to the Board for consideration;
 - iii. members of Board advisory groups will be appointed upon the vote of the Board in an open meeting; and
 - iv. all applicants shall be notified of the approved appointments;
- b. The USBE staff of a Board Advisory Group shall:
 - i. send meeting agendas to all Board members by e-mail;
 - ii. prepare a summary of each meeting; and make the meeting summary available to Board members within a reasonable time.
- c. The Board may periodically review Board advisory groups and make recommendations for changes in statute to the legislature or make changes to Board policy
- d. A Board member may not attend a meeting of a Board Advisory Group unless otherwise specified by state or Board policy or Board policy for the Advisory Group.

3. Outside Advisory Groups

- a. Members will be appointed as follow:

- i. appointments to outside advisory groups shall be made in accordance with statute;
 - ii. recommendations for appointments from the advisory group, Board members and staff will be considered by the Board;
 - iii. appointments will be made as provided by statute or by Board vote in an open meeting of the Board;
 - iv. individuals appointed will be notified by the Board chair;
 - v. outside advisory groups will be notified of appointments by the Board Communications Coordinator; and
 - vi. individuals nominated, but not appointed, will be notified by the Board Communications Coordinator.
 - b. Outside advisory groups may be invited to report in person or in writing to the Board.
 - c. The Board will review the Board's involvement in outside advisory groups every 3-5 years and make recommendations for changes to the legislature.
- 4. Task Forces
 - a. Members will be appointed as follow:
 - i. the Board may determine areas represented on a task force and make nominations for membership in an open meeting of the Board; or
 - ii. the Board may give authority to the Board chair to determine appointments to a task force.
 - b. The Board Executive Committee will determine when a task force recommendations or findings will be placed on a Board meeting agenda.
 - c. The Board chair will determine when the work of a task force is complete.
- 5. Policy Applicability
 - a. This policy does not apply to the Utah Professional Practices Advisory Commission established in Utah Code Section 53EL-6-501.